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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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June 17, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTIONS

Authorize the Department of Administrative Services to enter into a Memorandum of Understanding (MOU) in the amount of \$77,720 with the NH Liquor Commission for the purpose of supporting one part-time human resources employee to provide services as outlined in the MOU to audit and approve human resources transactions originating from the Liquor Commission and to perform job analysis duties related to Liquor Commission positions. This MOU is effective for the period July 1, 2022 through June 30, 2024, upon Governor and Council approval. 100% Liquor Funds

Funds are available for this MOU in the state fiscal year (SFY) 2023 operating budget and contingent upon availability and continued appropriations in SFY 2024 as follows:

02-77-77-771012-10260000-049-774914 Liquor Commission-Financial Mg. Div-Human Resources

	<u>SFY 23</u>	<u>SFY 24</u>
049 - 58 4914 Transfer to Other State Agencies	\$37,940	\$39,780

EXPLANATION

The Memorandum of Understanding (MOU) between the NH Liquor Commission and DAS will allow the DAS' Division of Personnel to support one part-time human resources employee specifically to audit and approve employee and position transactions, analyze job reclassification materials, approve supplemental job descriptions, and perform other human resources duties related to transactions originating from the Liquor Commission.

Pursuant to RSA 21-1:42, the part-time employee's work will continue to be supervised by Division of Personnel staff in the Classification Section and/or Central HR Processing Unit.

DAS invoices the NH Liquor Commission quarterly for the actual expenses associated the part-time employee dedicated to processing their transactions.

The Department of Administrative Services requests the approval of this MOU.

Respectfully Submitted,



Charles M. Arlinghaus
Commissioner

MEMORANDUM OF UNDERSTANDING (FY 23 & FY24)

A. AGREEMENT

This Memorandum of Understanding ("MOU") between the NH Liquor Commission ("NHLC") and the Department of Administrative Services ("DAS") sets forth the terms and conditions whereby NHLC will pay DAS for the use of one dedicated part-time human resources position: a Human Resources Technician, labor grade 17, to perform human resources transactions related to Liquor Commission employees and positions in compliance with state and federal employment statutes and regulations pursuant to RSA 21-1:42.

B. CONTRACTING

DAS will be responsible for hiring the part-time human resources position, in consultation with NHLC.

C. SCOPE OF WORK

The Human Resources Technician's work assignments will be directed by DAS in conjunction with requests by, and with the approval of, NHLC. The HR Technician's ongoing work will be supervised by the Division of Personnel's Classification section and/or its Operations section.

The HR Technician's duties shall include, but shall not be limited to, the following:

- Audits and approves personnel work units effecting positions and employees for appropriateness of completeness and accuracy based on the Personnel Rules and applicable Collective Bargaining Agreements.
- Assists with researching and resolving system errors and problems to insure the proper processing of transactions effecting employment status.
- Maintains and makes daily updates to a comprehensive Excel database used to track agency requests.
- Assists Classification Supervisor in generating a financial form used to obtain Governor and Executive Council approval for reclassified Out of Class Series NHI-C positions.
- Serves as NHLC's main point of contact for questions and troubleshooting.
- Other related duties necessary to assist NHLC with relevant human resources activities, transactions or functions concerning NHLC employees and/or positions.

- Due to the nature of the funding source, the HR Technician will be dedicated to NHLC human resources matters only, and not to other unrelated NHLC matters.

D. PAYMENT FOR SERVICES

NHLC shall set aside funds in an amount that will reasonably cover all expected expenses under the MOU, which requires the HR Technician to work not more than 29 hours per week each, plus applicable benefits and other costs associated with these positions.

The HR Technician shall keep track of time worked into DAS's timekeeping system, documenting the matters and the hours worked for NHLC. The timekeeping documentation shall be available for review by NHLC at any time.

NHLC also agrees to pay for training of the part-time position directly related to issues of importance to Division of Personnel human resources activities, provided that this training is at the request or with the prior approval of NHLC.

DAS agrees to provide the HR Technician's computer and computer program licenses. DAS shall provide office space and appropriate furniture for the office.

E. EVALUATION

NHLC and DAS will coordinate their evaluations of the part-time employee by having DAS, Division of Personnel periodically evaluate the employment performance, as it would with any other part-time employee in its office.

Services under this contact must be provided in a manner satisfactory to NHLC and DAS. In the event that NHLC determines that the services are not provided in a satisfactory manner, NHLC shall report its concern to DAS, and DAS shall take appropriate action to address NHLC's concerns. DAS will keep an original evaluation in the part-time employee's personnel file. DAS reserves the right to terminate the part-time employee's employment if necessary upon consultation with NHLC.

F. MISCELLANEOUS

The entire understanding between the parties is compiled in the Agreement. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties.

Neither this Agreement, nor any rights, duties, nor obligations described herein, shall be assigned by either party hereto without the prior written consent of the other party. This Agreement shall be construed under the laws of the State of New Hampshire.

G. DURATION

The Agreement is effective upon approval of the transfer and expenditure of funds by the Joint Legislative Fiscal Committee and Governor and Executive Council and shall continue until terminated, subject to the availability of sufficient funds.



Joseph W. Mollica, Chairman
N.H. Liquor Commission

6/14/2022

Date

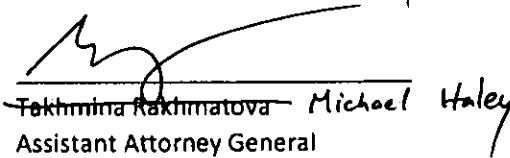


Charles M. Arlinghaus, Chairman
N.H. Department of Administrative Services

6-16-22

Date

Approved by the Attorney General on this 17th day of June, 2022, as to form, substance and execution.



~~Takhmina Rakhmatova~~ Michael Haley
Assistant Attorney General