



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
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August 18, 2021

The Honorable Ken Weyler, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

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

### REQUESTED ACTIONS

1. Pursuant to RSA 14:30-a, V, authorize the Department of Administrative Services (DAS) to retroactively accept and expend funds in the total amount of \$411,661 from the Department of Energy (DOE), the Public Utilities Commission (PUC), the Department of Agriculture, Markets, and Food (DAMF), the Department of Business and Economic Affairs (BEA), the Office of Professional Licensure and Certification (OPLC), the New Hampshire Department of Labor (DOL), and the New Hampshire Council on Developmental Disabilities (CDD). Effective upon approval by the Fiscal Committee and the Governor and Executive Council for the period of July 1, 2021 through June 30, 2023. 100% Transfer from Other Agencies.

Funds are available, and proposed to be budgeted in 01-14-14-141010-57720000 Department of Administrative Services, Human Resources Support Unit (HRSU), as follows:

REVENUE CLASS	DESCRIPTION	FY 2022 REQUESTED	FY 2023 REQUESTED
001-484926	Transfers from Other Agency – Department of Labor	\$6,000	\$6,000
001-484921	Transfers from Other Agency – Office of Professional Licensure and Certification	\$58,690	\$63,070
001-484922	Transfers from Other Agency – Department of Business and Economic Affairs	\$35,879	\$38,559
001-484918	Transfers from Other Agency – Department of Agriculture, Markets and Food	\$27,337	\$29,378
001-484902	Transfers from Other Agency – Developmental Disabilities Council	\$3,075	\$3,305

REVENUE CLASS	DESCRIPTION	FY 2022 REQUESTED	FY 2023 REQUESTED
001-484955	Transfers from Other Agency – Public Utilities Commission	\$12,300	\$13,220
001-484952	Transfers from Other Agency – Department of Energy	\$55,356	\$59,492
	<b>Total Income</b>	<b>\$198,637</b>	<b>\$213,024</b>
EXPENSE CLASS	DESCRIPTION	FY 2022 REQUESTED	FY 2023 REQUESTED
018-500106	Overtime	\$1,800	\$1,100
020-500200	Current Expenses	\$1,436	\$1,084
029-500290	Transfers within an Agency	\$8,100	\$8,100
037-500174	Equipment	\$1,550	\$1,500
038-500175	Software	\$995	\$995
039-500180	Telecommunications	\$2,250	\$2,250
050-500109	Personal Serv-Temp PT	\$85,817	\$93,771
057-500534	Subscriptions - Online	\$800	\$800
059-500117	Temp Full Time	\$56,282	\$61,599
060-500601	Benefits	\$39,047	\$41,265
070-500704	In-State Travel	\$560	\$560
	<b>Total Expenditures</b>	<b>\$198,637</b>	<b>\$213,024</b>

2. Pursuant to RSA 124:15, and contingent upon approval of Requested Action #1, authorize the Department of Administrative Services (DAS) to establish a temporary, full-time Administrator I (labor grade 27) position to manage day-to-day operations of a new unit within DAS's Division of Personnel (DOP), called the Human Resources Support Unit (HRSU), that will provide human resource support services for various smaller agencies as agreed under inter-agency MOUs. Effective upon approval by the Fiscal Committee and the Governor and Executive Council through June 30, 2023. 100% Transfer from Other Agencies.

#### EXPLANATION

In FY 2021, the DAS Division of Personnel (DOP) worked with several agencies to pilot a new approach and unit, called the Human Resources Support Unit (HRSU), for the purposes of providing human resources (HR) management support services to smaller-sized agencies that cannot support a full HR team on their own.

The establishment of the HRSU is a component of the DOP's broader plan to modernize the State's personnel management practices. On February 1, 2020, pursuant to Chapter 346:243 (Laws of 2019), DAS submitted a report to the Governor, Speaker of the House, and Senate President summarizing four goals following DOP's review of the State's personnel system (see attached). The goals of this plan include, among other activities, enhancing customer service to agencies and employees and developing statewide policies and standard operating procedures to standardize HR practices and ensure legal compliance

statewide. This work includes adjusting DOP and agency HR roles to ensure that all agencies receive the top-notch HR services critical to achieving their missions.

Smaller agencies typically have one staff person, often doing HR work on a part-time basis along with other business-related functions, struggling to fulfill the agency's HR needs. In smaller agencies, staff who perform HR functions do so irregularly and, therefore, have little opportunity to develop general familiarity or expertise in HR work. Participating in the HRSU, which operates under the guidance of experienced and seasoned DOP staff, provides for more timely, comprehensive, and accurate HR support for these agencies.

For most agencies, the HRSU provides a full array of human resource and payroll services including, but not limited to:

- Advising on and entering position and employee transactions.
- Advising on position reclassification needs and processes.
- Coordinating employee reviews and implementing increments.
- Assisting with disciplinary issues and actions.
- Helping employees as needed, including with extended leaves of absence.
- Overseeing timecard submissions for payroll.
- Conducting staffing analysis in support of the agency's strategic objectives.

Each inter-agency HRSU MOU identifies the HR support services to be provided and specifies the fee for such services. Inter-agency MOUs with DAMF, OPLC, BEA, DOL, and CDD were approved by the Governor and Executive Council on June 16, 2021, item #146. Inter-agency MOUs with DOE and PUC were brought forward to the Governor and Executive Council for approval on August 4, 2021. Copies of the fully executed MOUs for SFYs 2022-2023 are attached for reference.

HRSU service fees are based on the number of full- and part-time employees in the agency (using a full-time equivalent (FTE) count where part-time employees are counted as a fraction of an FTE.<sup>1</sup> Some agencies have chosen to retain certain human resource functions or to continue to fund an existing staff person to be reassigned to the HRSU in lieu of a direct payment. In these situations, the allocation of human resource and payroll responsibilities, and/or adjustment to the service fee, is specified in the inter-agency MOU. Further, as outlined in each MOU, DOP works with participating agencies to evaluate the HRSU service provided and address any HRSU performance and service delivery concerns.

Staffing for the HRSU is based on an industry standard of one human resources (HR) staff per 100 employees served. Under this industry standard, an efficiency of scale is realized once the number of employees served reaches around 700, which supports an HR staff team of sufficient size to provide the needed expertise and coverage across all areas of responsibility. HRSU rates are based on this staffing standard. Based on this standard, the HRSU can currently support four staff to service the approximately 400 full-time equivalent employees within the seven agencies now participating. DOP proposes to staff the HRSU with two full-time staff, one of whom is a Department of Labor employee currently assigned to the DOP HRSU, and three part-time staff (each working from 60-75% of the work hours of a full-time staff on

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<sup>1</sup> The number of full-time equivalent employees served by the HRSU is determined by counting regular part-time staff as 0.5 of a full-time employee, and per diem part-time staff at 0.15 of a full-time employee. This adjustment reflects the reduction in services and support required by part-time employees.

HRSU functions). The additional full- and part-time staff will be hired if this request is approved. Existing DOP staff will provide additional support as needed, particularly in areas requiring specialized expertise, until participation in the HRSU grows to the level needed to support a full, well-rounded human resources staff within the HRSU itself.

Funds are to be budgeted as follows:

**Class 18 – Overtime:** Covers overtime by HRSU staff and DOP staff assisting with HRSU operations.

**Class 20 – Current Expenses:** Supplies, copier expenses, and miscellaneous expenses for HRSU-dedicated staff (includes the full-time and part-time staff proposed here, and one DOL-funded employee assigned to the HRSU).

**Class 29 – Transfers within an Agency:** Payment for use of Bureau of Education and Training office space required for HRSU-dedicated staff, which is rented space.

**Class 37 – Equipment New Replacement:** Budget for new/replacement of equipment for new staff and replacement of one computer per year beginning in FY 2023 to maintain a standard replacement schedule.

**Class 38 – Software:** Annual license for Adobe Pro, to create and modify HRSU-agency documents and forms, and for Visio, to manage and maintain agency organizational charts and HRSU business process flows.

**Class 39 – Telecommunications:** DOIT charges for HRSU-dedicated staff.

**Class 50 – Personal Services – Temporary Part-Time:** Funds salary for three part-time positions, two Human Resources Technicians, LG 17, working 22.5 and 29.5 hours/week; and a Human Resources Coordinator, LG 21, working 29.5 hours/week.

**Class 57 – Subscriptions – Online:** To provide HRSU staff with access to online human resource recruitment and information services.

**Class 59 – Full-Time Temporary:** Funds one position, an Administrator I, LG 27, to manage day-to-day HRSU operations, supervisor subordinate HRSU staff, and liaison with HRSU-participating agencies.

**Class 60 – Benefits:** Benefits for full- and part-time employees funded above.

**Class 70 – In-State Travel:** In-state travel is included to permit HRSU staff to visit participating agencies as needed to consult in person with employees or agency management.

The following information is provided in accordance with the Comptroller's instructional memorandum dated September 21, 1981.

1) **Personnel Involved:** Establishes one new full-time, temporary position, and provides funding for additional part-time positions, under a new unit under the direction of the DAS' Division of Personnel. No personnel are involved as these positions are not filled.

2) **Nature, Need, and Duration:** These positions are needed to provide human resource support functions for participating agencies as agreed under inter-agency MOUs. The positions are needed for the duration of the MOUs, which currently run through June 30, 2023. Should the HRSU MOUs with these participating agencies be renewed for FY 2024/2025, DAS will work with the agencies to build this funding, and needed HRSU positions, into the respective budgets.

3) **Relationship to Existing Agency Program:** The HRSU will operate as each participating agency's human resource office and act independently from DOP's core operations to perform human resource actions at the request of each agency being served. DOP staff will provide expertise and intermittent support to the HRSU as needed, much as they currently provide to other agency human resource offices. DOP will continue to review and approve transactions submitted by the HRSU as they do for all agency human resource offices.

4) **Has a similar program been requested of the legislature and denied?** No

5) **Why wasn't funding included in the agency's budget request?** This unit was established as a pilot-program in FY 2021. It was unknown if the program would continue into FY 2022-2023 and, if so, how many agencies would choose to participate. Therefore, DAS could not accurately estimate revenues or propose funding for the HRSU in the FY 2022-2023 budget request. Moreover, DAS's MOUs with agencies participating in FYs 2022-2023 were finalized and approved by G&C on June 16, 2021; and the MOUs with the DOE and PUC established in July 2021 after the FY 2022/2023 budget was passed.

6) **Can portions of the grant funds be utilized?** No.

7) **Estimate the funds required to continue this position(s):** Approximately \$160,000 per year is required to continue to fund these full- and part-time positions beyond FY 2022-2023.

The majority of the agencies included in this request engaged initially with the DOP in FY 2021 to pilot the new HRSU approach and now wish to continue their agreements through the coming biennium (SFYs 2022-2023). During the next biennium, DOP will work with other smaller agencies to incrementally move their HR responsibilities to the HRSU, at the discretion of each agency. DAS will work with the Fiscal Committee and the Governor and Executive Council to accept and budget additional funds and establish additional positions, as needed, based on the employee counts of future participating agencies.

This request to accept the funds is **retroactive** because the beginning date of July 1, 2021 associated with this request is the new biennium. It is the policy of the Fiscal Committee of the General Court to act only on items within the current biennium and this is the first meeting in the new biennium.

The Department of Administrative Services requests approval of this request.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

JOSEPH B. BOUCHARD  
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January 31, 2020

Governor Christopher T. Sununu  
State House  
Concord, NH 03301

Senator Donna Soucy  
Senate President  
State House  
Concord, NH 03301

Representative Stephen Shurtleff  
Speaker of the House  
State House  
Concord, NH 03301

Dear Governor Sununu, Senator Soucy, and Speaker Shurtleff,

Pursuant to Chapter 346:243 (Laws of 2019), the Department of Administrative Services (DAS) and its Division of Personnel (DOP) submit this report of its review of the State's personnel system.

This submission is a preliminary report on a longer-term effort to significantly modernize systems, structures, and procedures in ways that enable the state's human resource professionals to better service employers and employees.

We hope to talk to you often about improvements being made and to answer questions that might arise now or in the future.

Respectfully,

Charles M. Arlinghaus  
Commissioner

Lorrie A. Rudis  
Director, Division of Personnel

NH Department of Administrative Services,  
Division of Personnel  
Report to the Governor and Legislature on

**Modernizing the State of New Hampshire's Personnel Management Practices**  
February 1, 2020

**Introduction**

Pursuant to Chapter 346:243 (Laws of 2019), the Department of Administrative Services (DAS) and its Division of Personnel (DOP) submit this report of its review of the State's personnel system.

The State's personnel system is a foundational driver affecting the ability of the state's 40 agencies to meet the needs of state businesses and residents. The personnel system is complex and includes its organizational structure, the policies and procedures we develop for managing state personnel, the classification system that governs all state positions, and the personnel system's legal underpinnings consisting of state and federal law, administrative rules and various collective bargaining agreements.

The State of New Hampshire is one employer and not a collection of individual agency-based employers. We must compete to attract the best talent, make it easy to apply for a job, support agencies to recruit the best talent, and help employees advance and grow across their careers. Agencies require a personnel system that is built on standardized procedures and that allows them to efficiently process their day-to-day personnel business needs.

Over the last year, at the direction of the Governor, members of the legislature, and with ongoing input from agency leadership and human resources staff across the state, DOP and its new leadership team has been moving forward with several initiatives to modernize the State's personnel system. DOP is focused on four areas for improvement of the State's current personnel management structures and practices:

- I. **Statewide Development of Personnel Policies and Standard Operating Procedures** - For a large enterprise such as the State of New Hampshire, personnel policies and corresponding standard operating procedures (SOPs) across all areas of personnel management should be developed at the state level, in this case by DOP, in order to drive consistency and legal compliance. This approach is efficient and allows agency HR staff to focus on their operational personnel management responsibilities.
- II. **Organizational Structure** - DOP provides large and small agency heads and HR offices with high-quality personnel management guidance and support. DOP has developed a competency model under which it trains agency-based staff on a particular policy and standardized procedure and then delegates HR transaction processing and approval authority to agencies whose activity is then audited by DOP for compliance. The largest agencies with large HR offices can take on complex HR management responsibilities. Smaller agencies with scant HR resources would benefit from the consolidation of HR functions.

- III. **Job Classification System Review** - DOP is working to simplify the set of position types and job classifications used in state government to better align with federal standards. Research is underway to modify the Job Classification System in order to increase agency flexibility to attract and retain high-caliber employees.
- IV. **Review Legal Foundation of Personnel System** - The state personnel system operates at the complex junction of federal and state laws, state administrative rules and nine (and an ever-growing number of) Collective Bargaining Agreements. Complexity undermines goals to standardize and inevitably leads to errors and risk for the State, its agencies and employees. All stakeholders to the personnel system need to work together to simplify the system wherever possible.

## I. Statewide Development of Personnel Policies and Standard Operating Procedures

NH State government is a single employer and DOP is the central hub of the State of New Hampshire's personnel system. DOP's work to develop statewide employment policies, standard operating procedures, and record keeping requirements results in consistency across all agencies and enhances compliance with federal and state labor and health benefit laws, the fair and equitable treatment of employees across multiple agencies, and minimizes legal and financial risk to the State as a whole. Examples of statewide policy development underway include a Respect and Civility in the Workplace policy and an accompanying SOP as required by Governor Christopher Sununu's Executive Order 2020-01 and the development of an SOP for uniform processing of requests under the Family and Medical Leave Act.

In the 2020 legislative session, LSR 2020-3113 if passed would clarify DOP's authority to issue statewide policies, procedures and other guidance. The passage of this legislation is an important foundational step to further standardization of the state's personnel system.

## II. Organizational Structure and Changing Roles of DOP and Agency HR Staff

### A. Changing DOP and Agency HR Roles

As DOP continues with standardization of operational processes, the roles of the DOP central office and agency HR offices inevitably change. In the past, the absence of SOPs caused DOP to act as a central processing unit that approved over 10,000 personnel transactions per year, often to the frustration of agencies because of the delay associated with central approval.

DOP's role is shifting as it develops statewide policies and SOPs. DOP now serves a critical training role for statewide HR staff by certifying staff competencies to perform different HR functions or roles. This training role supports DOP's delegation of the processing and approval of routine functions to all agencies including, for example, authorizing agencies to hire between steps 1 and 3 provided that they document the reason for hiring at a higher step. It also supports the delegation of more complex personnel functions, such as the reclassification of certain positions, to the larger agencies that have larger HR offices. The agencies support the delegation of these functions to them because

they avoid the delay associated with seeking central office approval. As agencies' roles evolve to processing more HR transactions, DOP's role will continue to evolve, incorporating an audit function to ensure the integrity of all HR processes. This auditing will reveal areas where further training is required. Overall, this process of training, process delegation, auditing and retraining yields a highly-trained and proficient statewide HR staff.

#### **B. Providing Tools to Support HR Management: NHFIRST and HR Metrics**

Proficient HR processing also requires the tools to support process standardization. DOP must work continuously with DAS's Division of Financial Data Management (FDM) that is responsible for NHFIRST, the state's HR Management Information System, and the agencies to improve the functionality of NHFIRST, automate standard work processes and provide a better user experience for HR staff, employees, and applicants. This work involves improving NHFIRST's flexibility through the design of process flows to administer complex functions such as leave management, benefits eligibility, time reporting, and special pays (e.g., hazardous duty, shift differentials), a complexity driven by the multiple position types, classification titles, and pay variations recognized in NH state government. Significantly, the path to process standardization and compliance auditing through advancement of NHFIRST automation requires budget support.

One benefit of improving NHFIRST's functionality is that DOP and the agencies can increasingly use metrics to monitor the efficiency of HR operations and determine where additional staffing, improved training materials, or process evaluation work might be needed to improve timelines or quality at the state and agency level. Agency HR offices also need to develop staff into dedicated management analysts. These specialists can analyze employee and position data, conduct process evaluations; prepare metrics and other management reports, and explain how metrics can be used to inform business decisions at various levels within an agency. Agency HR management analysts can work hand-in-hand with state-level analysts and human resource information specialists within DOP to identify areas for process and efficiency improvement in statewide HR operations.

Additionally, customer feedback, from both agency management and employees, is another key input that DOP will be using to guide improvement efforts across the personnel system.

#### **C. Organizational Structure: Right-Size Agency HR Resources**

To ensure that centrally-defined policies and procedures are carried out consistently across individual agencies requires that the State establish structures and mechanisms that build statewide coordination and communication and move away from autonomous action at an agency level. For larger agencies, with numerous dedicated and specialized HR staff, it makes sense to strengthen and empower their staff to handle most of their personnel management operations consistent with statewide standards so they can efficiently process agency personnel management needs.

For smaller agencies that cannot dedicate a full time equivalent staff person to HR management and hence lack HR expertise, a certain degree of centralization or consolidation of HR operations across agencies is likely the best model to meet the

personnel management needs of those agencies and their employees. For example, it is common in smaller agencies that the staff person responsible for HR administration and employee customer service is also responsible for any number of other functions such as payroll, business administration and other support functions. The diffusion of responsibility does not support the development of HR expertise and places the state and employees at risk. Centralization or consolidation of HR operations for these smaller agencies will allow greater compliance with laws and SOPs and provide better service to employees. In order for this model to be successful, agencies would have to support the financing of staff which should not prove to be a barrier since there is precedent in DOP's current budget where several positions are supported with agency income.

### III. The State's Job Classification System

#### A. A More Flexible Classification Plan

Across NH's state agencies, one of the most frequent areas of noted concern is the State's system for classifying and re-classifying positions under the State's Classification Plan, and restrictions on hiring and compensation that result from this plan. On top of these frustrations, the nature of work within the government sector has changed dramatically since the last significant overhaul of the State's Classification Plan 20 years ago.

DOP conducted extensive research to understand concerns with our current system and to learn how other states and public entities have modified their classification systems. Based on this work, DOP is moving forward to modify and update the State's Job Classification Plan:

- To reduce the total number of job titles, with each job title linked to one from a national standard of occupation titles and descriptions<sup>1</sup>;
- To provide more flexibility for agencies to exchange education and experience in qualifying candidates for a position; and
- To allow for a wider range of possible salary levels under each job title based on the specific functions and requirements of a position and the skills and performance of the employee.

This approach will provide for a more flexible system for managing positions, and hiring and retaining talented staff, while maintaining the integrity of the Classification System to provide for consistency in compensation for positions with comparable duties and responsibilities.

#### B. Creating More Salaried Positions

Of particular concern is the need to maintain compliance with Federal laws regarding hourly and salaried employees. In most ways, more than 90% of state employees are considered hourly employees -- even the vast majority of employees in professional and management positions. Federal employment laws distinguish between positions that are

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<sup>1</sup> Standard Occupational Codes (SOC) and O\*Net are national level resources that could be utilized to redefine New Hampshire's Classification Plan.

exempt and non-exempt but the state classification system has not kept up so that there are senior managers overseeing hundreds of employees who are treated as hourly. Professional staff like accountants or architects joining the Executive Branch from a salaried position elsewhere are surprised by some of the cumbersome restrictions this creates ("don't reply to any email outside of the 8:00-4:30 day"). The state can and should move to have salaried professional and managerial positions in the classified ranks.

#### **IV. Review of Laws, Rules and Collective Bargaining Agreements**

The state personnel system has many legal sources that govern its operation including federal and state laws, state administrative rules and an ever-growing number of Collective Bargaining Agreements (currently 9, soon to be 11). This complexity often requires DOP, FDM, and agency HR and payroll staff to spend precious staff resources administering these complexities at the expense of other important priorities. All stakeholders to the personnel system have an interest in simplifying the personnel system wherever possible. Complexity undermines goals to standardize and inevitably leads to errors and risk for the state, its agencies and employees.

DOP is in the process of reviewing all laws, administrative rules and Collective Bargaining Agreements to identify areas where there is an opportunity to clarify and simplify provisions that are binding on the state. This review work will yield a list of proposed changes to these legal authorities.

#### **V. Conclusion**

The state's personnel system is in the process of evolving to best meet the needs of the state's agencies and employees. Change is underway, and it takes time. DOP is moving in the right direction by developing statewide policies and SOPs and delegating responsibilities to agencies when appropriate to speed up many of the processes within personnel administration. Limited resources affect how much can be done while still maintaining day-to-day operations. DOP and agency HR staff are extremely dedicated and working together to accomplish the process improvements that are required to modernize the State's personnel system.

DAS is committed to keeping the Governor and legislature informed about its progress with improving the personnel system. Please contact us if you have any questions or concerns.

# MEMORANDUM OF UNDERSTANDING

## A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Department of Agriculture, Markets and Food (DAMF) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of certain human resource support services for the DAMF by staff within a Human Resources Support Unit (HRSU) under the DAS Division of Personnel (DOP). In exchange for such services, DAMF will pay \$27,337 in FY 2022 and \$29,378 in FY 2023 to DAS.

## B. STAFF AND SUPERVISION

DAS will provide human resources staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting DAMF.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to DAMF, and other agencies served by the HRSU.

## C. SCOPE OF WORK

Human resource support requests from DAMF shall be coordinated through a single designated liaison position within DAMF. The liaison will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include, but not be limited to:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage DAMF personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates, preparation of hiring waivers, and coordination with the DAMF Business Office and DAS Budget Office, as needed.

- Coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).
- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
- Respond to union inquiries.
- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

DAMF will approve and pay for any for-fee training for DAMF staff.

DOP and DAMF will work to resolve any issues regarding allocation of responsibilities between the agency and the HRSU under this MOU.

#### **D. PAYMENT FOR SERVICES**

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

DAMF will pay \$6,834.25 per quarter in FY 2022 and \$7,344.50 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

#### **E. EVALUATION AND QUALITY ASSURANCE**

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to DAMF. If DAMF determines that services provided are not satisfactory, the DAMF liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

**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 without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

**G. DURATION**

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

**H. TERMINATION**

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, DAMF will resume responsibility for any and all required human resources management functions. In addition, DAMF will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

**I. SIGNATORIES**

Shawn N. Jasper  
Shawn N. Jasper, Commissioner  
Department of Agriculture, Markets and Food

5/12/2021  
Date

Charles M. Arlinghaus  
Charles M. Arlinghaus, Commissioner  
Department of Administrative Services

5/24/21  
Date

Approved by the Attorney General this 25 day of May, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Takhmina Rakhmatova  
Signature

Takhmina Rakhmatova  
Printed Name and Title

# MEMORANDUM OF UNDERSTANDING

## A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Office of Professional Licensure and Certification (OPLC) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of human resource support services for the OPLC by staff within the DAS Division of Personnel (DOP). In exchange for such services, OPLC will pay \$58,690 in FY 2022 and \$63,070 in FY 2023 to DAS.

## B. STAFF AND SUPERVISION

DAS will provide human resources staff within a Human Resources Support Unit (HRSU), under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting OPLC.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to OPLC, and other agencies served by the HRSU.

## C. SCOPE OF WORK

Human resource support requests from the OPLC shall be coordinated through a single designated liaison position within OPLC, who will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include:

- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Provide back-up coverage for OPLC HR services, when needed.
- Assist with timecard submission and payroll, including processing of per-diem payroll payments for board members.
- Assist, as needed, with performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).
- Assist, as needed, with on-boarding of new hires, including participation in DOP's Day One orientation.
- Assist, as needed, in the support of employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers' compensation.
- Provide assistance with and final approval for extended leaves of absence for employees requesting FMLA, IPL, ADA, and workers compensation submissions.

- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

Under this agreement, OPLC will continue to perform certain human resource functions:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage OPLC personnel files.
- Prepare initial job reclassification request materials.
- Finalize reclassification request materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates, preparation of hiring waivers, and coordination with the OPLC Business Office and DAS Budget Office, as needed.
- Provide necessary information for timecard submission and payroll, including per-diem payments for board members.
- Oversee employee discipline, with assistance from HRSU and/or DOP staff as needed.
- Performance management, including the conduct of annual employee performance reviews.
- Decisions to withhold increments due to unsatisfactory performance.
- Implementation of employee safety, wellness, and award/recognition activities.
- Handling of union inquiries and OPLC-specific interactions.
- Accounts payable, including mileage reimbursement for board members.
- Right-to-know requests submitted specifically to OPLC.
- Verification of employment.
- Approval and payment for any for-fee training for OPLC staff.
- Any other matter delegated to the appointing authority under applicable laws and rules.

In addition, OPLC will provide training to HRSU staff on the per-diem rates and terms of payment for members of OPLC's various boards.

DOP and OPLC will work to resolve any issues regarding allocation of responsibilities between the agencies under this MOU; significant changes may require revision of this agreement.

#### **D. PAYMENT FOR SERVICES**

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

OPLC will pay \$14,672.50 per quarter in FY 2022 and \$15,767.50 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

#### **E. EVALUATION AND QUALITY ASSURANCE**

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to the OPLC. If the OPLC determines that services provided are not satisfactory, the OPLC liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

#### **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 without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

#### **G. DURATION**

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

#### **H. TERMINATION**

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, OPLC will resume responsibility for any and all required human resources management functions. In addition, OPLC will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

REVISED  
03/18/2020

I. SIGNATORIES

*L. Courtney*  
Lindsey Courtney, Executive Director  
Office of Professional Licensure and Certification

May 24, 2021

Date:

*Charles M. Arlinghaus*  
Charles M. Arlinghaus, Commissioner  
Department of Administrative Services

5/24/21

Date:

Approved by the Attorney General this 25 day of May, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

*Takhmina Rakhmatova*  
Signature

Takhmina Rakhmatova  
Printed Name and Title

# MEMORANDUM OF UNDERSTANDING

## A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Department of Business and Economic Affairs (BEA) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of certain human resource support services for the BEA by staff within a Human Resources Support Unit (HRSU) under the DAS Division of Personnel (DOP). In exchange for such services, BEA will pay \$35,879 in FY 2022 and \$38,559 in FY 2023 to DAS.

## B. STAFF AND SUPERVISION

DAS will provide human resources staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting BEA.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to BEA, and other agencies served by the HRSU.

## C. SCOPE OF WORK

Human resource support requests from BEA shall be coordinated through two designated liaison positions within BEA, one for the BEA Welcome Centers and another for all other sections of BEA. The liaisons will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include:

- Prepare and submit employee and position transactions (except for payout calculations) in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage BEA personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Provide backup support for timecard submission and payroll processing.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Assist, when needed, with certain recruitment functions, including revisions of supplemental job descriptions, certification of candidates, and submission to/ coordination with the DAS Budget Office.
- Coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).

- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
- Respond to union inquiries.
- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

Under this agreement, BEA will continue to perform certain human resource functions:

- Prepare payouts for employee terminations and retirements.
- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Prepare and provide managerial review of employee evaluations.
- Prepare and enter job postings in NH FIRST and manage the application and hiring processes, except as noted above.
- Prepare higher-step waivers and offer letters.
- Approve and pay for any for-fee training for BEA staff.

DOP and BEA will work to resolve any issues regarding allocation of responsibilities between the agencies under this MOU; significant changes may require revision of this agreement.

#### **D. PAYMENT FOR SERVICES**

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

BEA will pay \$8,969.75 per quarter in FY 2022 and \$9,639.75 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

**E. EVALUATION AND QUALITY ASSURANCE**

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to BEA. If BEA determines that services provided are not satisfactory, the BEA liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

**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 without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

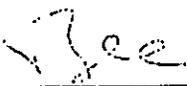
**G. DURATION**

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

**H. TERMINATION**

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, BEA will resume responsibility for any and all required human resources management functions. In addition, BEA will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

**I. SIGNATORIES**

  
\_\_\_\_\_  
Taylor Caswell, Commissioner  
Department of Business and Economic Affairs

5/18/2021  
Date

  
\_\_\_\_\_  
Charles M. Arlinghaus, Commissioner  
Department of Administrative Services

5/24/21  
Date

Approved by the Attorney General this 25 day of May, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

*Takhmina Rakhmatova*

\_\_\_\_\_  
Signature

Takhmina Rakhmatova

Printed Name and Title

## MEMORANDUM OF UNDERSTANDING

### A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Department of Labor (DOL) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of all necessary human resource support services for the DOL by staff within the DAS Division of Personnel (DOP). In exchange for such services, DOL will provide and support one full-time human resource position, a Human Resource Technician, labor grade 17, to serve as part of a Human Resources Support Unit (HRSU) under the direction of the Division of Personnel (DOP), and pay \$6,000 in FY 2022 and \$6,000 in FY 2023 to DAS for space, telephone/computer services, supervision, and miscellaneous expenses.

### B. STAFF AND SUPERVISION

DAS and DOL will be jointly responsible for hiring an employee to fill the Human Resources Technician position that will join the HRSU. If the position is filled at the execution of this MOU, the current employee will retain the position and their work location will be changed to the location of the applicable HRSU serving DOL (currently located at DOP's offices).

The Human Resources Technician position supported by DOL will be a member of the HRSU's staff and will function under the direction of DOP personnel.

DAS will provide additional human resource staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s), including the DOL-position dedicated to the HRSU.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to DOL, and other agencies served by the HRSU.

### C. SCOPE OF WORK

Human resource support requests from the Department of Labor shall be coordinated through a single designated liaison position within DOL, who will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include, but not be limited to:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage DOL personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.

- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates, preparation of hiring waivers, and coordination with the DOL Business Office and DAS Budget Office, as needed.
- Coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).
- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
- Respond to union inquiries.
- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

DOL will approve and pay for any for-fee training for DOL staff.

DOP and DOL will work to resolve any issues regarding allocation of responsibilities between the agency and the HRSU under this MOU; significant changes may require revision of this agreement.

#### **D. PAYMENT FOR SERVICES**

DOL agrees to provide computer and telephone equipment, and to pay for the salary and benefits for the Human Resources Technician (LG 17) position assigned to the HRSU. DAS will pay for DOIT telecommunication service fees and provide any additional computer program licenses and access that is necessary.

DAS will provide office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

DOL will pay \$1,500 per quarter for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

#### **E. EVALUATION AND QUALITY ASSURANCE**

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to the DOL. If the DOL determines that services provided are not satisfactory, the DOL liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff, including the position supported by DOL. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If the DOL-supported HRSU employee does not perform satisfactorily, DOL and DAS will coordinate in taking any disciplinary action, including termination, as needed.

#### **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 without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

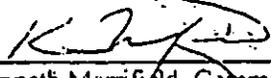
#### **G. DURATION**

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

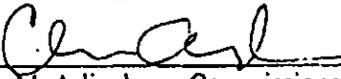
#### **H. TERMINATION**

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, DOL will resume responsibility for any and all required human resources management functions and the DOL Human Resources Technician (LG 17) position will be relocated to the DOL office under the supervision of a DOL staff person. In addition, DOL will no longer be obligated to pay the \$500 per month HRSU fee beginning the month immediately following the effective date of the termination of this agreement.

I. SIGNATORIES

  
Kenneth Merrifield, Commissioner  
Department of Labor

5/15/21  
Date

  
Charles M. Arlinghaus, Commissioner  
Department of Administrative Services

5/24/21  
Date

Approved by the Attorney General this 25 day of May, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL



Signature

Takhmina Rakhmatova

Printed Name and Title

# MEMORANDUM OF UNDERSTANDING

## A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Council on Developmental Disabilities (CDD) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of certain human resource support services for the CDD by staff within a Human Resources Support Unit (HRSU) under the DAS Division of Personnel (DOP). In exchange for such services, CDD will pay \$3,075 in FY 2022 and \$3,305 in FY 2023 to DAS.

## B. STAFF AND SUPERVISION

DAS will provide human resources staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting CDD.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to CDD, and other agencies served by the HRSU.

## C. SCOPE OF WORK

Human resource support requests from CDD shall be coordinated through a single designated liaison position within CDD. The liaison will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include, but not be limited to:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements, for DOP approval.
- Manage CDD personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates, preparation of hiring waivers, and coordination with the CDD Business Office and DAS Budget Office, as needed.

- Coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).
- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
- Respond to union inquiries.
- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

CDD will approve and pay for any for-fee training for CDD staff.

DOP and CDD will work to resolve any issues regarding allocation of responsibilities between the agency and the HRSU under this MOU.

#### **D. PAYMENT FOR SERVICES**

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

CDD will pay \$768.75 per quarter in FY 2022 and \$826.25 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

#### **E. EVALUATION AND QUALITY ASSURANCE**

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to CDD. If CDD determines that services provided are not satisfactory, the CDD liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

**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 without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

**G. DURATION**

This Agreement is effective July 1, 2021, or upon signature by all parties if executed after July 1, 2021, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

**H. TERMINATION**

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, CDD will resume responsibility for any and all required human resources management functions. In addition, CDD will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

**I. SIGNATORIES**



Isadora Rodriguez-Legendre, Executive Director  
Council on Developmental Disabilities

5/18/21

Date



Charles M. Arlinghaus, Commissioner  
Department of Administrative Services

5/24/21

Date

# MEMORANDUM OF UNDERSTANDING

## A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Department of Energy (DOE) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of certain human resource support services for the DOE by staff within a Human Resources Support Unit (HRSU) under the DAS Division of Personnel (DOP). In exchange for such services, DOE will pay \$55,356 in FY 2022 and \$59,492 in FY 2023 to DAS.

## B. STAFF AND SUPERVISION

DAS will provide human resources staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting DOE.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to DOE, and other agencies served by the HRSU.

## C. SCOPE OF WORK

Human resource support requests from DOE shall be coordinated through a single designated liaison position within DOE. The liaison will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include, but not be limited to:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage DOE personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates, preparation of hiring waivers, and coordination with the DOE Business Office and DAS Budget Office, as needed.
- Coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).

- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
- Respond to union inquiries.
- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

DOE will approve and pay for any for-fee training for DOE staff.

DOP and DOE will work to resolve any issues regarding allocation of responsibilities between the agency and the HRSU under this MOU.

#### **D. PAYMENT FOR SERVICES**

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

DOE will pay \$13,839 per quarter in FY 2022 and \$14,873 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

#### **E. EVALUATION AND QUALITY ASSURANCE**

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to DOE. If DOE determines that services provided are not satisfactory, the DOE liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

**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 without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

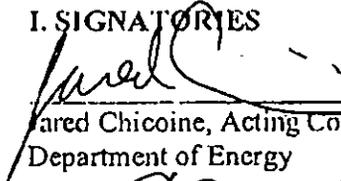
**G. DURATION**

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

**H. TERMINATION**

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, DOE will resume responsibility for any and all required human resources management functions. In addition, DOE will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

**I. SIGNATORIES**

  
\_\_\_\_\_  
Jared Chicoine, Acting Commissioner  
Department of Energy

7/20/21  
Date

  
\_\_\_\_\_  
Charles M. Arlinghaus, Commissioner  
Department of Administrative Services

7/21/21  
Date

Approved by the Attorney General this 21 day of July, 2021, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Takhmina Rakhmatova  
Signature

Takhmina Rakhmatova  
Printed Name and Title

# MEMORANDUM OF UNDERSTANDING

## A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Public Utility Commission (PUC) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of certain human resource support services for the PUC by staff within a Human Resources Support Unit (HRSU) under the DAS Division of Personnel (DOP). In exchange for such services, PUC will pay \$12,300 in FY 2022 and \$13,220 in FY 2023 to DAS.

## B. STAFF AND SUPERVISION

DAS will provide human resources staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting PUC.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to PUC, and other agencies served by the HRSU.

## C. SCOPE OF WORK

Human resource support requests from PUC shall be coordinated through a single designated liaison position within the PUC. The liaison will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services available to the PUC by HRSU staff shall include, but not be limited to:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage PUC personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates, preparation of hiring waivers, and coordination with the PUC Business Office and DAS Budget Office, as needed.

- Coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).
- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
- Respond to union inquiries.
- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

PUC will approve and pay for any for-fee training for PUC staff it agrees should be provided.

DOP and PUC will work to resolve any issues regarding allocation of responsibilities between the agency and the HRSU under this MOU.

#### **D. PAYMENT FOR SERVICES**

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

PUC will pay \$3,075 per quarter in FY 2022 and \$3,305 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

#### **E. EVALUATION AND QUALITY ASSURANCE**

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to PUC. If PUC determines that services provided are not satisfactory, the PUC liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

**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 without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

**G. DURATION**

This Agreement is effective upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

**H. TERMINATION**

Either party can terminate this agreement for any reason with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, PUC will resume responsibility for any and all required human resources management functions. In addition, PUC will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

**I. SIGNATORIES**

*Dianne Martin*  
Dianne H. Martin, Chairman  
Public Utilities Commission

July 15, 2021  
Date

*Charles M. Arlinghaus*  
Charles M. Arlinghaus, Commissioner  
Department of Administrative Services

7/21/21  
Date

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