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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 17, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a **Retroactive** Memorandum of Understanding (MOU) with the NH Liquor Commission (NHLC) in an amount not to exceed \$22,500 for the purpose of supporting a part-time human resources position dedicated to support, audit, and approve transactions originating from the NHLC effective July 1, 2024 upon Governor and Council approval through June 30, 2025. 100% Transfers from Other Agencies.

Funding for this MOU is available as follows:

| | | |
|--|-------------|--------------|
| 02-77-77-771012-10260000-Liquor Commission-Financial Mgt Div-Human Resources | | |
| | <u>FY25</u> | <u>Total</u> |
| 049-584914 Transfer to Other State Agencies | \$22,500 | \$22,500 |

EXPLANATION

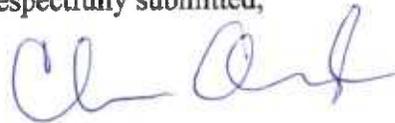
This request is **Retroactive** to align with the end date of the previous Memorandum of Understanding (MOU) between the NHLC and DAS. This retroactive request is due to the Division of Personnel (DOP) recently learning that Governor and Council approval of the prior MOU had expired and the time required to negotiate a change in terms. To prevent a similar oversight in the future, this and future MOUs will be limited to a single fiscal year in duration.

This request supports 50% of the cost of a part-time (29 hour/week) human resources position within DAS's DOP that will be dedicated to auditing and approving employee and position transactions, analyzing personnel related materials, and performing other human resource duties related to transactions originating from the NHLC. Pursuant to RSA 21-I:42, the part-time position will be supervised by the Division of Personnel.

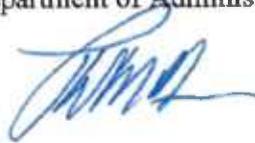
DAS will invoice the NHLC quarterly for 50% of the actual pay and benefit costs for the dedicated part-time position, not to exceed \$22,500, for the period July 1, 2024 through June 30, 2025.

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

Respectfully submitted,



Charles M. Arlinghaus, Commissioner
Department of Administrative Services



Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

MEMORANDUM OF UNDERSTANDING (FY 25)

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 50% of the total compensation (wages and benefits) cost, not to exceed \$22,500 per State Fiscal Year, for one part-time (29 hours/week) human resources position classified under job title 13-1070 HUMAN RESOURCES WORKERS-4 and assigned to the SOC 13 wage schedule at pay band 5. This position will review and approve 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

In consultation with NHLC, DAS is responsible for hiring the part-time human resources (HR) position.

C. SCOPE OF WORK

The HR position work assignments will be directed by DAS's Division of Personnel (DOP) in conjunction with requests by the NHLC. The part-time HR position will be physically located at the Division of Personnel. The HR duties assigned to this position will be supervised by the Division of Personnel.

The HR duties performed by this position for NHLC up to 50% of its time worked shall include, but not be limited to, the following:

- Audits and approves NHLC personnel work units affecting 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 issues to ensure the proper processing of NHLC personnel transactions affecting employment status.
- Maintains and makes daily updates to a comprehensive excel database used to track NHLC requests and sends the list to NHLC on a bi-weekly basis corresponding with state payroll dates.
- Other related duties necessary to assist NHLC with relevant human resources activities, transactions or functions concerning NHLC employees and/or positions.

DAS DOP will assist NHLC with personnel related transactions when the employee hired into the part-time HR position is not scheduled to be in the workplace.

D. PAYMENT FOR SERVICES

The part-time HR position will be scheduled by DAS DOP to work no more than 29 hours per work week. NHLC will be invoiced for 50% of the total actual pay and benefit costs for this part-time position at a rate associated with a position classified under job title 13-1070 HUMAN RESOURCES WORKERS-4 and assigned to the SOC 13 wage schedule at pay band 5.

The individual hired into the part-time HR position will keep track of time worked by entering data into DAS's timekeeping system, including documenting the matters and hours worked for NHLC. The timekeeping documentation shall be sent to the NHLC bi-weekly in conjunction with the payroll schedule.

DAS will invoice NHLC quarterly, and provide supporting pay and benefit cost documentation along with a calculation of the 50% cost breakdown that the NHLC is responsible to pay pursuant to this MOU.

DAS agrees to provide the HR position's computer, computer program licenses, and other necessary office supplies/equipment. DAS also shall provide office space and appropriate furniture for the office space for the part-time HR position.

E. EVALUATION

NHLC and DAS will coordinate the annual evaluations for the part-time HR position. Prior to issuing the annual evaluation to the employee, DAS will initiate the annual employment performance review and send it to NHLC for input and approval. The employee's anniversary date will be used for the part-time HR employee annual performance review date.

Services under this MOU 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 DOP, and DOP shall take appropriate action to address NHLC's concerns. DAS will keep an original evaluation in the part-time employee's personnel file. If necessary, DAS reserves the right to terminate the part-time employee's employment upon consultation with the 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 by the Governor and Executive Council, and shall continue through June 30, 2025, or until terminated by either party with 90 days written notice and subject to the availability of sufficient funding for the part-time Human Resources position.



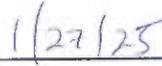
Joseph W. Mollica, Chairman
N.H. Liquor Commission



Date

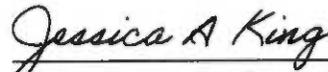


Charles M. Arlinghaus, Commissioner
N.H. Department of Administrative Services



Date

Approved by the Attorney General's Office on this 17 day of January, 2025, as to form, substance and execution.



Assistant Attorney General