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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

January 16, 2019

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a **sole source** contract with Korn Ferry (formerly Korn Ferry Hay Group, Inc.), Vendor #275334, Washington, DC, for a total not to exceed \$37,212, to provide consulting services and to review unclassified attorney salary levels effective upon the date of Governor and Executive Council approval through June 30, 2019. 73% General Funds, 27% Other Funds.

Funding is available as follows:

02-20-20-200510-2611	<u>FY 2019</u>
Consumer Protection	
102-500732 Legal Services Contracts	\$37,212

EXPLANATION

This is a **sole source** contract because Korn Ferry has extensive experience with New Hampshire's unclassified compensation system and has a proprietary method of job evaluation, review and assessment of unclassified salaries.

In 2001, the Legislature changed the salary structure for the unclassified attorney positions in this Office pursuant to RSA 94:1-a, I(c). The change eliminated both cost-of-living and table-driven step increases. A market anchor pay structure and a set of merit-based criteria were established, which the Department has used to designate salary levels, and salary increases if funding was approved through the budget process.

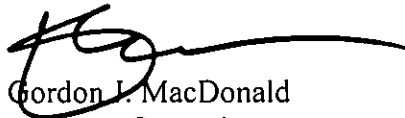
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
January 16, 2019
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The Department has determined that a review and assessment of unclassified attorneys' salaries at the Department is necessary to determine market competitiveness. Since May of 2017, the Department has experienced a high level of attorney turnover. Turnover has not been contained within one sector of attorneys but has been throughout the Department at all levels of seniority. A number of attorneys have departed to take positions with other public sector employers. Based on our informal analysis, the current compensation system for Department of Justice attorneys is not competitive with other public sector employers, including other state agencies.

I believe a complete review and assessment of current salary practices is necessary in order to improve our ability to recruit and retain qualified attorneys. Under the proposed contract, Korn Ferry will collect current salary ranges, job descriptions and pay structures of attorneys and will compare that information with local, state and federal governmental entities and comparable markets. These data and Korn Ferry's analysis will assist the Department in formulating informal recommendations to address this issue including possible legislative changes to the current compensation structure.

I respectfully urge your favorable consideration of this request. Thank you.

Respectfully submitted,



Gordon J. MacDonald
Attorney General

#2240995

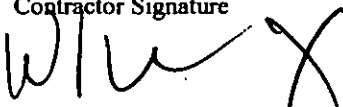
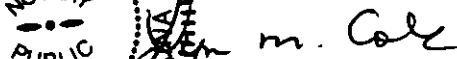
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name State of New Hampshire, Department of Justice</p>		<p>1.2 State Agency Address 33 Capitol Street Concord NH 03301</p>	
<p>1.3 Contractor Name Korn Ferry Hay Group, Inc.</p>		<p>1.4 Contractor Address 1700 K Street NW Suite 700 Washington DC 20006</p>	
<p>1.5 Contractor Phone Number 803-979-1271</p>	<p>1.6 Account Number 02-20-20-200510-2611-500732</p>	<p>1.7 Completion Date June 30, 2019</p>	<p>1.8 Price Limitation \$37,212</p>
<p>1.9 Contracting Officer for State Agency Kathleen Carr</p>		<p>1.10 State Agency Telephone Number 603-271-1234</p>	
<p>1.11 Contractor Signature </p>		<p>1.12 Name and Title of Contractor Signatory Bill Reigel, Client Partner</p>	
<p>1.13 Acknowledgement: State of <u>SC</u>, County of <u>York</u> On <u>1/7/19</u>, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily procured by a person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity described in block 1.12.</p>			
<p>1.13.1 Signature of Notary Public or Justice of the Peace </p>			
<p>Name and Title of Notary or Justice of the Peace <u>M. Cole, Notary SC</u></p>			
<p>1.14 State Agency Signature <u>Kathleen Carr</u> Date: <u>1-11-19</u></p>		<p>1.15 Name and Title of State Agency Signatory <u>Kathleen Carr, Director of Administration</u></p>	
<p>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Deanne Martin</u> On: <u>1/14/19</u></p>			
<p>1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____</p>			

STATE OF NH
DEPT. OF JUSTICE

STATE OF NH
DEPT. OF JUSTICE

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials WJH
Date 1/7/19

CHAPTER 10

The first part of the chapter discusses the importance of maintaining accurate records of all transactions. This is essential for the proper functioning of the business and for the determination of its financial position. The records should be kept in a systematic and organized manner, and should be accessible at all times.

The second part of the chapter deals with the various methods of accounting. These include the double-entry system, the cost of sales method, and the method of charging expenses to the cost of sales. Each of these methods has its own advantages and disadvantages, and the choice of one or the other will depend upon the nature of the business and the requirements of the management.

The third part of the chapter discusses the various types of accounts that are used in accounting. These include the personal accounts, the real accounts, and the nominal accounts. Each of these accounts has its own characteristics and is used for a specific purpose.

The fourth part of the chapter deals with the various types of journals and ledgers. These include the journal proper, the sales journal, the purchase journal, the cash journal, and the ledger proper. Each of these journals and ledgers has its own format and is used for recording a specific type of transaction.

The fifth part of the chapter discusses the various types of entries that are used in accounting. These include the journal entries, the ledger entries, and the trial balance. Each of these entries has its own format and is used for recording a specific type of transaction.

The sixth part of the chapter deals with the various types of statements that are used in accounting. These include the balance sheet, the profit and loss account, and the cash flow statement. Each of these statements has its own format and is used for providing a summary of the financial position of the business.

The seventh part of the chapter discusses the various types of errors that can occur in accounting. These include the errors of omission, the errors of commission, the errors of principle, and the errors of arithmetic. Each of these errors has its own characteristics and is used for identifying and correcting a specific type of error.

The eighth part of the chapter deals with the various types of adjustments that are used in accounting. These include the adjustments for depreciation, the adjustments for provisions, and the adjustments for contingencies. Each of these adjustments has its own format and is used for adjusting the financial statements to reflect the true financial position of the business.

The ninth part of the chapter discusses the various types of audits that are used in accounting. These include the internal audit, the external audit, and the tax audit. Each of these audits has its own format and is used for verifying the accuracy of the financial statements.

The tenth part of the chapter deals with the various types of reports that are used in accounting. These include the management report, the financial report, and the tax report. Each of these reports has its own format and is used for providing a summary of the financial position of the business to the management, the shareholders, and the tax authorities.

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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials WJL
Date 1/7/19

EXHIBIT A

SCOPE OF SERVICES

1. Korn Ferry Hay Group, Inc. as "Contractor" shall provide to the Department of Justice as "DOJ" the consulting services for unclassified Attorneys as listed below throughout the duration of this agreement:
 - 1a. Utilizing the proprietary Hay method of job evaluation, review and assess unclassified attorneys' pay at DOJ to determine market competitiveness and compare to best practices in other states.
 - 1b. Collect current data and information about present attorney positions at DOJ as listed below:
 - 1b.1. Job descriptions of distinct positions.
 - 1b.2. Current salary ranges for each distinct position plus history of salary range adjustments since 2001.
 - 1b.3. Current actual base salaries for each incumbent in the distinct positions plus 5-year history (or as much as is available) of individual incumbent base salary adjustments.
 - 1b.4. Current pay structure and practices of classified attorneys within the State of New Hampshire.
 - 1c. Individually interview the DOJ Deputy Attorney General and a maximum of seven (7) incumbents in each of the levels of attorney at DOJ to glean additional insights and perceptions about the following:
 - 1c.1. The incumbent's current job tasks.
 - 1c.2. The current DOJ pay practices.
 - 1c.3. Criteria delineating different attorney levels and how it is applied.
 - 1c.4. Challenges of DOJ.
 - 1d. Collect and analyze pertinent market data and pay practices/pay structures for comparison purposes from the following State level sources:
 - 1d.1. State of New Hampshire classified position groups.
 - 1d.2. Unique unclassified attorney positions (provided by the Department of Administrative Services)
 - 1d.3. Selected DOJ attorneys in other states.
 - 1e. Collect and analyze pertinent market data and pay practices/pay structures for comparison from other governmental sources as follows:
 - 1e.1. The City of Concord.
 - 1e.2. The City of Manchester.
 - 1e.3. The City of Nashua.

Contractor Initials: WV

Date: 1/7/16

- 1e.4. The City of Portsmouth.
- 1e.5. The United States Attorney's Office.

- 2. Develop recommendations for the State of New Hampshire and DOJ to consider as listed below:
 - 2a. Salary ranges and any adjustments to attorney level criteria.
 - 2b. Processes for placing incumbents into attorney levels.
 - 2c. Determining pay adjustments.
- 3. Provide the detailed cost, if any, of implementing the recommendations.
- 4. All Contractor correspondence and submittals shall be directed to:
 - State of New Hampshire
 - Department of Justice
 - Administration
 - 33 Capitol Street
 - Concord NH 03301
 - 603-271-1202

Contractor Initials: un

Date: 1/7/19

EXHIBIT B

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

1. The Contractor shall receive an amount not to exceed \$37,212 in exchange for providing services as described in EXHIBIT A, detailed as follows:
 - 1a. Professional fees for services as described in EXHIBIT A shall not exceed \$33,225.
 - 1b. Administrative fees for services as described in EXHIBIT A shall not exceed \$3,987.
2. The State's obligation to compensate and reimburse the Contractor under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
3. Final Payment for services will be made within thirty (30) days following receipt of all required services to DOJ. Said payment shall be made out to the Contractor's accounts receivables address per the Financial System for the State of New Hampshire.

Contractor Initials: ML

Date: 1/7/15

EXHIBIT C

SPECIAL PROVISIONS

1. The State of New Hampshire, Department of Justice and the Contractor agree that the document entitled the **State of New Hampshire, Form P-37 Standard Contract Agreement**, and its terms and conditions, will be the control document in the event of conflicts in terms between the contract documents.
2. The State of New Hampshire, Department of Justice and the Contractor further agree that the document entitled "**Korn Ferry: Terms and Conditions**" shall be incorporated for reference into this agreement with the exception of Section 11: "Governing Law".
3. **Korn Ferry: Terms and Conditions Modifications**
 - 3a. The parties agree to the following replacement language for all of Section 8: "Terms and Conditions on Indemnity":
 - 3a.1. **Section 8: Terms and Conditions on Indemnity:** Replace section 8 with the following :
 - 3a.1a. "KFHG hereby disclaims any liability with regard to Client's, its affiliates or any third party's use, disclosure content or publication of New Materials. KFHG also hereby disclaims liability with regard to Client's' decision to hire, not to hire, terminate employment of or take any other employment action with regard to any individual identified, evaluated, assessed or coached by KFHG."
4. **State of New Hampshire, Form P-37 Standard Contract Agreement Modifications**
 - 4a. The State of New Hampshire, Department of Justice and the Contractor agree to modify the following paragraphs of the P-37 contract document as follows:
 - 4a.1. **13. Indemnification:** Insert the following:
 - 4a.1a. Contractor will, at its expense, indemnify, defend and save State harmless against any claims (including attorneys' fees) resulting from personal injury or death to persons and damage to tangible personal property (including State's property) caused, in whole or in part, by the acts or omissions of Contractor or its personnel under this Agreement. Except as set forth above, in no event shall either party be liable to the other party for any consequential, incidental, indirect, punitive or special damages of any kind whatsoever, or for loss of revenues or profits.
 - 4a.1b. **14. Insurance:** Section 14.1. 2 is deleted.

Contractor Initials: WV

Date: 1/7/15



SHORT FORM AGREEMENT

This Short Form Agreement (the "Agreement") dated December 10, 2018 (the "Effective Date"), is between Korn Ferry Hay Group ("Korn Ferry") and the State of New Hampshire ("Client"). The attached General Terms and Conditions are incorporated into this Agreement by reference.

Project Overview.

The State of New Hampshire's Department of Justice (DOJ) would like Korn Ferry to review and assess unclassified attorneys pay at DOJ to determine market competitiveness and compare to best practices in other states. The State of New Hampshire's DOJ has been experiencing excessive turnover in its junior and trained attorney levels and would like to improve its attraction and retention of these employees. The current pay structure for DOJ attorneys was implemented in 2001 and has been updated periodically since then.

Project Details.

Korn Ferry will take the following steps to conduct this review and assessment:

1. Collect current data and information about present attorney positions at DOJ
 - a. Job descriptions of distinct positions.
 - b. Current salary ranges for each distinct position plus history of salary range adjustments since 2001.
 - c. Current actual base salaries for each incumbent in the distinct positions plus 5-year history (or as much as is available) of individual incumbent base salary adjustments.
 - d. Current pay structure and practices of classified attorneys within the State of New Hampshire.
2. Individually interview the DOJ Deputy Attorney General and select incumbents in each of the levels of attorney at DOJ (up to total of seven interviews) to glean additional insights and perceptions about the jobs in question, the current DOJ pay practices, the criteria delineating different attorney levels and how it is applied, and the challenges DOJ is facing.
3. Collect and analyze pertinent market data and pay practices/pay structures for comparison purposes from State of New Hampshire classified position groups and unique unclassified attorney positions (provided by the Department of Administrative Services); selected DOJ attorneys in other states; and the following non-state public entities in New Hampshire:
 - a. The City of Concord
 - b. The City of Manchester
 - c. The City of Nashua
 - d. The City of Portsmouth
 - e. The United States Attorney's Office
4. Develop recommendations for the State of New Hampshire and DOJ to consider, including salary ranges and any adjustments to attorney level criteria and the processes for placing incumbents into the levels and for determining pay adjustments.
5. Provide the detailed cost, if any, of implementing the recommendations.

Project Term.

The term of this agreement is projected to take 2-3 months.

Deliverables.

Korn Ferry will provide a written report to the State of New Hampshire and DOJ outlining the objectives, process taken, findings and recommendations.

THIS AGREEMENT DOES NOT INCLUDE A LICENSE TO KORN FERRY'S INTELLECTUAL PROPERTY. USE OF KORN FERRY'S INTELLECTUAL PROPERTY REQUIRES THE EXECUTION OF A SEPARATE INTELLECTUAL PROPERTY LICENSE AGREEMENT.

Professional Fees, Expenses and Taxes.

- Professional fees for the Services are \$33,225. All professional fees are non-contingent and non-refundable unless specifically stated otherwise in this Agreement. An administrative fee equal to 12% of the professional fees (\$3,987) will also be charged: **The total fees will be \$33,225 for professional fees plus \$3,987 for the administrative fee for a total of \$37,212.**

- The administrative fee is charged for:
 - Indirect costs incurred by the firm that support the advisory process;
 - Compliance costs for regulatory requirements around data privacy and cyber security; and
 - Ongoing engagement related administrative, research and clerical support.
- Any direct out-of-pocket expenses – including travel, lodging, and express mail – are additional and will be included in invoices.

Invoices will be sent to the following address:

Organization:	State of New Hampshire, Department of Justice
Address:	33 Capitol Street
Address:	Concord, NH 03301
Attn (Name, Title):	Kathleen Carr, Director of Administration
Email, Phone:	kathleen.carr@doj.nh.gov; 603-271-1234

Accounts Payable Contact:

Organization:	State of New Hampshire, Department of Justice
Address:	33 Capitol Street
Address:	Concord, NH 03301
Attn (Name, Title):	Kathleen Carr, Director of Administration
Email, Phone:	kathleen.carr@doj.nh.gov; 603-271-1234

Purchase Order Number (Check the appropriate box):

- PO Number required on invoice. PO # _____
- PO Number *not* required on invoice.

Accepted by:

STATE OF NEW HAMPSHIRE

KORN FERRY HAY GROUP

By:

By:

Kathleen Carr

Bill Reigel

Name: Kathleen Carr

Name: Bill Reigel

Title: Director of Administration

Title: Client Partner

Date: December 10, 2018

Date: December 10, 2018

GENERAL TERMS AND CONDITIONS

1. Korn Ferry's Responsibilities. Korn Ferry will perform the Services in a competent and professional manner and in accordance with generally acceptable industry standards. Korn Ferry may remove and replace any of its resources performing the Services; any resource removed will be replaced by a resource of comparable training and experience.

2. Client's Responsibilities. Client will timely provide Korn Ferry with the documentation, information, access to its personnel and the cooperation Korn Ferry reasonably requires to provide the Services. Client will not use the Services, New Materials (defined below), or Korn Ferry Materials as the sole source for any employment action relating to any of its employees or candidates.

3. Taxes.

a. Client will be responsible for all applicable taxes (excluding taxes imposed on Korn Ferry's net income) imposed by any taxing or governmental authority, whether designated as value-added (VAT), sales, use, or other similar taxes, including any penalties or interest thereon (together "Transaction Taxes") now in effect or hereafter imposed or based upon or resulting from the fees arising pursuant to this Agreement. If Client is exempt from Transaction Taxes, Client must inform Korn Ferry of its exemption and provide to Korn Ferry complete and proper documentation evidencing the exemption.

b. If Client is required by applicable law to deduct or withhold taxes from any payment due to Korn Ferry, Client will: (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) within sixty (60) days of payment, deliver to Korn Ferry original documentation or a certified copy evidencing remittance of withheld tax. If Client does not provide evidence of payment of withheld taxes, Client will reimburse Korn Ferry for the tax withheld from payment to Korn Ferry. Client will comply with all applicable law, including income tax treaties and protocols, in determining the amount of tax to withhold.

4. Representations and Warranties. Each party represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization, and has full power and authority to perform all of its obligations under this Agreement; (b) the person executing this Agreement on its behalf is authorized and empowered to bind the party to this Agreement; and (c) it will comply with all applicable laws in connection with this Agreement. KORN FERRY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES,

WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Intellectual Property.

a. Client retains ownership of all materials, and the intellectual property rights in those materials, provided to Korn Ferry by or on behalf of Client ("Client Materials"). Subject to Section 5.b., Client will also own copies of reports and analyses Korn Ferry delivers to Client under this Agreement ("New Materials"). Client may use the New Materials in the form provided for its internal purposes only; Client may not use the New Materials for any other purpose or permit any other person, firm or entity to use the New Materials.

b. The performance of the Services and creation of the New Materials will require the use of Korn Ferry's materials and methodologies that are considered proprietary, copyright, patent, and trade secret materials ("Korn Ferry Materials"). Korn Ferry Materials include methodologies, preexisting programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms. Korn Ferry may customize, modify, translate, or expand Korn Ferry Materials to apply to Client's unique requirements (collectively, a "Customization"). Any Customization will be Korn Ferry Materials.

c. If a Customization includes Client Materials, Client grants to Korn Ferry a non-exclusive, limited, non-transferable license to use the Client Materials solely in connection with the Customization. Client represents and warrants that it has all the necessary rights to include the Client Materials in the Customization.

d. Korn Ferry owns Korn Ferry Materials at all times. Korn Ferry reserves all rights not expressly granted under this Agreement. Licenses to Korn Ferry Materials must be procured through a separate license agreement. This Agreement will not be construed as a license to copy, modify, create derivative works from, publish, disclose or otherwise use Korn Ferry Materials.

e. Client will not download, copy, publish, disclose, create derivative works of, disassemble, decompile or otherwise attempt to reverse engineer Korn Ferry Materials, nor will Client permit any other person to do so. Client will be liable for all violations of these restrictions by its employees, subcontractors, or agents.

6. Confidential Information.

a. One party ("Discloser") may disclose Confidential Information to the other party ("Recipient") in connection with this Agreement. "Confidential Information" means all oral or written information concerning a party, including the party's business and business activities (past, present and future), financial information, technical information, customer information, intellectual property, methodologies, strategies, plans, documents, drawings, designs, tools, models, inventions, and patent disclosures, whether or not marked as "confidential," that may be obtained from any source as a result of this Agreement. Confidential Information does not include information, technical data, or know-how that: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) was lawfully in Recipient's possession or known by it prior to its receipt from Discloser; (iii) was rightfully disclosed to Recipient by another person without restriction; (iv) Recipient independently develops without use of Discloser's Confidential Information; or (v) Discloser approves in writing for release.

b. Recipient will not use any Confidential Information it receives from Discloser for any purpose other than to perform its obligations under this Agreement. Recipient will not disclose any Discloser Confidential Information to third parties or to its employees, other than employees or third parties who are required to have the Confidential Information to perform obligations under this Agreement and who are bound by confidentiality terms substantially similar to those in this Section 6. Recipient and Discloser will each be responsible for any breach of this Agreement by its representatives. Recipient will protect Confidential Information from disclosure to others using the same degree of care it uses to protect its own confidential information, but in any case no less than a commercially reasonable degree of care. If Recipient is required by law, regulations, or court order to disclose any of Discloser's Confidential Information, Recipient, where legally allowed, will promptly notify Discloser in writing prior to making any disclosure. Discloser may, at its sole expense, seek a protective order or other appropriate remedy from the proper authority.

c. Upon request, Recipient will destroy Discloser's Confidential Information in its possession, but Recipient may: (i) retain copies of Confidential Information that it is required to retain by law or regulation; (ii) retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product; and (iii) store copies made as part of routine back up of its information technology systems but the Confidential Information must continue to be handled in accordance with this Section 6.

7. **Raw Data.** Korn Ferry will not disclose to Client the raw data, including personal information, Korn Ferry collects in providing the Services, and upon which the New Materials will be based (the "Raw Data"). Korn Ferry will use Raw Data to provide the Services and as specified in this Agreement. Raw Data will be handled and used in accordance with Korn Ferry's Global Privacy Policy, which is available on Korn Ferry's website and incorporated into this Agreement by reference. Korn Ferry may archive and use the Raw Data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, and enhance Korn Ferry's products and services.

8. **Indemnification.** Client will indemnify and defend Korn Ferry, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (a) Client's use or disclosure of any Report; (b) Client's decision to take any employment action with regard to any individual identified, evaluated, assessed, or coached by Korn Ferry; or (c) Korn Ferry's use of Client Materials.

9. **Limitations of Liability.** NEITHER PARTY WILL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO THIS AGREEMENT. KORN FERRY'S MAXIMUM TOTAL LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID OR PAYABLE BY CLIENT TO KORN FERRY UNDER THIS AGREEMENT. THIS SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.

10. **Assignment.** Neither party may sell, assign, or transfer this Agreement in whole or in part, without the other party's written consent, except no consent is required if the assignment: (a) results from the assignor's merger, consolidation, spin-off, split-off or acquisition, but the assignment must be limited to the assignor's survivor, subsidiary or successor; or (b) is to an affiliate capable of performing the assignor's duties and obligations under this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon Korn Ferry, Client and their respective successors and permitted assigns.

11. Governing Law. This Agreement will in all respects be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law provisions and without effect to principles of conflicts of law, regardless of the place of making or performance. The parties disclaim the applicability of the United Nations' Convention on the International Sale of Goods.

12. Non Waiver. Neither party's failure at any time to enforce any of the provisions of, or any right or remedy available to it under, this Agreement or at law or in equity, or to exercise any option provided, will constitute a waiver of that provision, right, remedy or option or in any way affect the validity of this Agreement. Either party's waiver of any default by either party will not be deemed a continuing waiver, but will apply solely to the instance to which that waiver is directed.

13. Severability; Interpretation. Every provision of this Agreement will be construed, to the extent possible, to be valid and enforceable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

14. No Third Party Beneficiary Rights. This Agreement is not intended to be for the benefit of any person other than Client and Korn Ferry. No other person, including any candidates or prospective candidates, will be considered third party beneficiaries of, or otherwise entitled to, any rights or benefits arising in connection with this Agreement.

15. Force Majeure. With the exception of a party's obligation to make payments properly due to the other party, neither party will be considered to be in default as a result of its delay or failure to perform its obligations under this Agreement when the delay or failure arises out of causes beyond that party's reasonable control. Causes may include acts of God or a public enemy, acts of the state or the Government in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party claiming a force majeure event to excuse its performance.

16. Jury Trial Waiver. Each party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any dispute related to this Agreement.

17. Entire Agreement; Conflicts. This Agreement contains the entire agreement between the parties regarding the subject matter

hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. The parties will not be bound by any representation, promise, or condition not expressly set forth in this Agreement, including any provision contained in any Client purchase order. Client has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. This Agreement may not be modified or amended except by a writing signed by the party against whom the same is sought to be enforced.

18. Miscellaneous. No provision of this Agreement will be construed against or interpreted to the disadvantage of any party because that party has or is deemed to have drafted the provision. All section headings and captions are for the parties' convenience only, are not part of the text, and will not be deemed in any way to limit or affect the meaning of this Agreement. When used in this Agreement, "including" means "including without limitation." This Agreement may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together constitute a single instrument. Except as expressly provided in this Agreement, all remedies available to either party for breach of this Agreement or at law or in equity are cumulative and may be exercised concurrently or separately. Those sections of this Agreement that are intended by their nature to survive termination or expiration of this Agreement will survive.

CERTIFICATION OF AUTHORITY

I, Karen Opp, do hereby certify that I am the duly appointed Vice President and Deputy General Counsel of Korn Ferry, a Delaware Corporation, and its affiliates including Korn Ferry (US) (formerly Korn Ferry Hay Group, Inc.).

I further certify that William Reigel is an Associate Client Partner for Korn Ferry (US), and in his capacity as Associate Client Partner, Mr. Reigel is authorized to execute and sign the contract with the State of New Hampshire and continues to have authority to bind Korn Ferry (US) as long as he holds the position of Associate Client Partner.

Dated: 07 January 2019



Karen L. Opp
Vice President and Deputy General Counsel

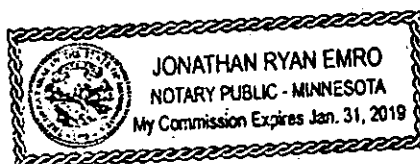
NOTARY PUBLIC

On the 9th day of January 2019, there appeared before me, in Hennepin County, Minnesota, the foresaid individual who satisfactorily identified herself as Karen L. Opp, and acknowledged that she executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.



Notary Public



State of New Hampshire

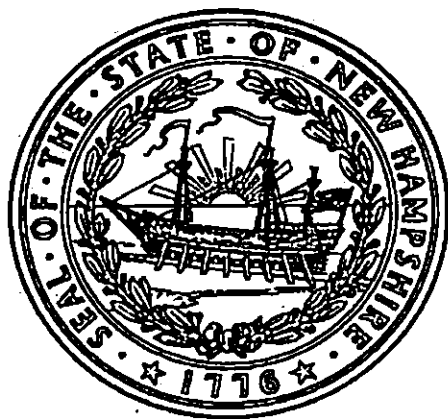
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KORN FERRY HAY GROUP, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on October 17, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 603815

Certificate Number: 0004223002



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of December A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State