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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 120
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

May 20, 2021

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

REQUESTED ACTION

Pursuant to RSA 94:1-d and RSA 21:13-VIII, authorize the Department of Administrative Services to enter into a **sole source** contract with Korn Ferry (US) of Washington, DC, (VC# 275334), in the amount of \$39,000.00 to provide consulting services for the administration and management of the classification and compensation plans for unclassified employees. This contract will be effective with Governor and Council approval for the period of July 1, 2021 through June 30, 2024. **100% General Funds.**

Funding will be available in the Department for Administrative Services, "Salary Adjustment Fund", account # 01-014-014-140010-8007-219, with the ability to adjust encumbrances if needed and justified across State years with the approval of the Budget Office, as follows:

<u>Accounting Unit</u>	<u>Description</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY2024</u>	<u>Total</u>
01-014-014-140010-8007-219	Salary Adj. Fund	\$13,000	\$13,000	\$13,000	\$39,000

EXPLANATION

In the spring of 2000, HayGroup, Inc., the name of the contracting entity prior to its merger with Korn Ferry (US), was retained by a legislative study committee working through this department to complete a study of the unclassified employees' compensation plan.

That study was complete with a recommendation for a revised unclassified salary matrix, and those changes became law July 1, 2001.

Subsequent to the implementation of that study, RSA 94:1 was codified to allow agency heads to submit his or her recommendation relative to an appropriate letter grade for any new position, vacancy, upgrade, or downgrade occurring in the agency, to the commissioner of administrative services for consideration. The commissioner of administrative services in turn brings those recommendations to the legislative Joint Committee on Employee Classification, established by RSA 14:14-c, which upon the completion of its reviews, directs the Commissioner to send certain unclassified positions to an outside consulting group for evaluation and categorization:

In order to continue the review process of these unclassified positions, RSA 21-I:13, XIII, authorizes the Department of Administrative Services, Commissioner's Office to contract with an outside consulting group and pay for these services from the Salary Adjustment Fund.

As earlier noted, HayGroup, Inc. did extensive work in 2000-2001 to revamp the unclassified salary matrix and provide uniformity and clarity for the unclassified employee group. This contract continues the work that Korn Ferry(US) is currently performing, in evaluations for new unclassified positions authorized by legislation and specific requests authorized by the Office of the Governor for the re-evaluation of current unclassified positions as required,

This future work is dependent upon the historical review processes that they have been performing since the establishment of the salary matrix in 2001. It is for this reason that this contract remains **sole source** as Korn Ferry (US) is the only company familiar with the State of New Hampshire's unclassified employee compensation plan.

Respectfully Submitted,



Charles M Arlinghaus
Commissioner

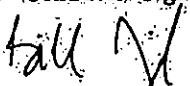


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services		1.2 State Agency Address 25 Capitol Street State House Annex, Room 120 Concord, NH 03301	
1.3 Contractor Name Korn Ferry (US)		1.4 Contractor Address 1700 K Street NW Suite 700 Washington DC 20006	
1.5 Contractor Phone Number 603-271-3204	1.6 Account Number 01-014-014-140510-8007-219	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$39,000.00
1.9 Contracting Officer for State Agency Joseph B. Bouchard		1.10 State Agency Telephone Number 603-271-3204	
1.11 Contractor Signature  Date: 5/25/21		1.12 Name and Title of Contractor Signatory Bill Reigel, Client Partner	
1.13 State Agency Signature  Date: 5/25/21		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/26/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. **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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 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.

Contractor Initials *BL*
Date 5/26/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1. State of New Hampshire, Department of Administrative Services, Commissioner's Office 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 Administrative Services, Commissioner's Office and the Contractor further agree that the document entitled "Korn Ferry (US): Terms and Conditions" shall be incorporated for reference to this agreement with the exception of Section 11: "Governing Law" as Exhibit D.

3. Korn Ferry (US): General 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: Indemnification: Replace section 8 with the following:

3a.1a. "Korn Ferry(US) hereby disclaims any liability with regard to Client's, its affiliates or any third party's use, disclosure content or publication of New Materials. Korn Ferry(US) 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 Korn Ferry (US)."

4. State of New Hampshire, Form P-37 Standard Contract Agreement Modifications

4a. The State of New Hampshire, Department of Administrative Services, Commissioner's Office, 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 attorney's fees) resulting from personal injury or deaths 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: *bp*
Date: *5/15/21*

EXHIBIT B

Korn Ferry (US) shall provide to the state at the request of the Department of Administrative Services the consulting services for unclassified employees as listed below on an as needed basis throughout the duration of this agreement.

- Reviewing job documentation as submitted by the Commissioner to determine the proper placement in the Unclassified Pay Plan for the State of New Hampshire of positions and informing the Commissioner in writing of the "Letter Grade" determination.
- Evaluating jobs using the proprietary Hay method of job evaluation as the final arbiter on job evaluation reviews.
- Providing compensation data as needed as the final arbiter on appeals.
- Providing market analysis of the unclassified pay plan.
- Providing advice to the Commissioner, Department of Administrative Services/designee on salary negotiations and analysis of other Department/Divisions.
- Providing advice to the Commissioner, Department of Administrative Services/designee on the administration of the management of the classification and compensation plans for the unclassified employees.

Terms of Contract:

The contract will be effective with the approval of Governor and Executive Council for the period of July 1, 2021 through June 30, 2024, with the consent of both parties.

Contractor Initials: *bt*
Date: *5/25/21*

EXHIBIT C

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

1. The Contractor shall receive an amount not to exceed \$39,000 in exchange for providing services as described in EXHIBIT B, detailed as follows:
 - 1a. Professional fees for services as described in EXHIBIT B shall not exceed \$34,822.
 - 1b. Administrative Fees for services as described in EXHIBIT B shall not exceed \$4,178.
2. The State's obligation to compensate and reimburse the Contractors under this agreement shall not exceed the price limitation 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 the Department of Administrative Services, said payment shall be made out to the Contractor's accounts receivable address per the financial system for the State of New Hampshire.

Contractor Initials: BK
Date: 5/25/21



KORN FERRY

SHORT FORM AGREEMENT

This Short Form Agreement (the "Agreement") dated February 17, 2021 (the "Effective Date"), is between Korn Ferry (US) ("Korn Ferry") and the State of New Hampshire ("Client"). The attached General Terms and Conditions are incorporated into this Agreement by reference.

Project Overview.

Korn Ferry will provide Client with job evaluation services for up to eighty (80) selected positions during the term of this agreement.

Project Details.

Korn Ferry will utilize its proprietary job evaluation methodology to measure the job content of specific jobs. Client will provide appropriate job documentation for each requested job evaluation. If a phone interview is required prior to, or after, any job evaluation, it will count as the equivalent of another evaluation.

Project Term.

The term of this agreement is three (3) years from the date of execution of the agreement.

Deliverables.

Korn Ferry will provide Client with specific job evaluations and evaluation rationale documented in a formal letter.

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 \$34,822. 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 (\$4,178) will also be charged. The total fees will be \$34,822 for professional fees plus \$4,178 for the administrative fee for a total of \$39,000.
- 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, Dept. of Administrative Services
Address:	25 Capitol Street, Room 120
Address:	Concord, NH 03301
Attn (Name, Title):	Joe Bouchard, Assistant Commissioner
Email, Phone:	joseph.bouchard@das.nh.gov; 603-271-1401

Accounts Payable Contact:

Organization:	State of New Hampshire, Dept. of Administrative Services
Address:	25 Capitol Street, Room 120
Address:	Concord, NH 03301
Attn (Name, Title):	Joe Bouchard, Assistant Commissioner
Email, Phone:	joseph.bouchard@das.nh.gov; 603-271-1401

Purchase Order Number (Check the appropriate box):

PO Number required on invoice. PO # _____

PO Number *not* required on invoice.

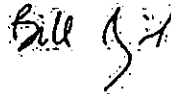
Accepted by:

STATE OF NEW HAMPSHIRE

KORN FERRY (US)

By:

By:



Name: Joseph B. Bouchard

Name: Bill Reigel

Title: Administrative Services
Assistant Commissioner

Title: Client Partner

Date: March 22, 2021

Date: February 17, 2021

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.** Korn Ferry hereby disclaims any liability with regard to Korn Ferry's use of Client Materials or Client's, its affiliates or any third party's use, disclosure, content or publication of New Materials. Korn Ferry, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns also hereby disclaim liability with regard to Client's decision hire, not to hire, terminate employment of or to take any other employment action with regard to any individual identified, evaluated, assessed, or coached by Korn Ferry.

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 Hampshire, 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. Subprocessing. Client consents to, and authorizes Korn Ferry's use of subprocessors, including Korn Ferry Affiliates, in connection with the provision of the Services. Processing activities may include accessing, storing, handling or otherwise using Personal Data Korn Ferry remains responsible for the work and activities of its subprocessors to the same extent Korn Ferry would be liable if performing the Services. Korn Ferry is responsible for all payments to its subprocessors. Korn Ferry has entered into a written agreement with subprocessors containing equivalent data protection obligations as in this Agreement. An inclusive list of Korn Ferry's current subprocessors is available on its corporate website at <https://cdn.kornferry.com/privacy/subprocessor.pdf>. The published list is incorporated into this Agreement by reference. Client may subscribe for notifications of changes to subprocessors through Korn Ferry's corporate website at <https://www.kornferry.com/privacy/security>.

19. 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.

State of New Hampshire

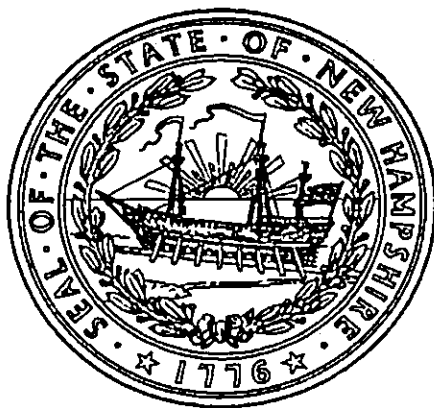
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KORN/FERRY INTERNATIONAL is a Delaware Profit Corporation registered to do business in New Hampshire as KORN/FERRY INTERNATIONAL INC. on September 12, 2018. 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: 803564

Certificate Number: 0005308431



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of March A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



KORN FERRY

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: 25 March 2021



Karen L. Opp
Vice President and Deputy General Counsel

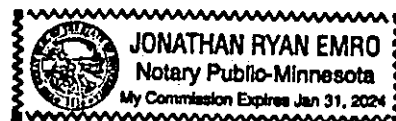
NOTARY PUBLIC

On the 25th day of March 2021, 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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.com / F:212-948-0535 CN103004981-STND-GAUWP-21-	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Federal Insurance Company		20281
INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA		19445
INSURER C : N/A		N/A
INSURER D : AIU Insurance Co		19399
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** LOS-002547998-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			35894292	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Combined Total Agg \$ 10,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73556722	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ Hired Comp/Coli Ded: \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC025893702 (AOS) WC025893703 (CA)	03/01/2021 03/01/2021	03/01/2022 03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			35894292	04/01/2021	04/01/2022	Personal Property \$ 5,000,000 Business Inc. w/ Extra Expense \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services 25 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Eric Chua
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Korn Ferry (US) 1900 Avenue of the Stars, Suite 2600 Los Angeles, CA 90067	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

PROPERTY DEDUCTIBLES:
 \$5,000 - Applies to all coverages except BI and EE
 BI/EE: 24 Hours

Other deductibles may apply as per policy terms and conditions.