



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120

Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

June 8, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to amend its **sole source** contract with The HayGroup, Inc., Philadelphia, Pa. (VC# 170463), by extending the completion date from June 30, 2015 to June 30, 2016, at no additional cost to the State, in order to provide consulting services for the administration and management of the classification and compensation plans for unclassified employees. This amendment will be effective upon Governor and Council approval through June 30, 2016. **100% General Funds.**

EXPLANATION

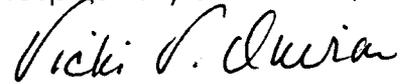
The HayGroup, Inc. was originally retained by a legislative study committee working through this department to complete a study of the unclassified employees' compensation plan. That study was completed and became law July 1, 2001.

In order to continue the review process of the 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. The joint legislative committee on employee classification (JCEC) directs the Commissioner to send certain unclassified positions to the HayGroup for evaluation and categorization. The HayGroup did extensive work in 2000-2001 to revamp the unclassified matrix and provide uniformity and clarity. The current contract continues their engagement for periodic reviews and it is dependent upon the historical work that they have already completed. For this reason, this contract amendment remains a **sole source** as the HayGroup is the only company familiar with our compensation plan because they assisted the State in creating it.

The state has expended approximately \$8,000.00 for Hay Group services under this \$20,000 contract, since it's approval by Governor and Council July 24, of 2013, Item#11. With the approval of this time extension amendment, the remaining balance of approximately \$12,000 will be available for SFY 2016 to fund other evaluations, and to grant us time to measure our future needs for review of the unclassified compensation plan.

The Office of the Attorney General has reviewed and approved this amendment.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Vicki V. Quiram".

Vicki V. Quiram
Commissioner

CONTRACT AMENDMENT WITH THE HAYGROUP INC.

It is hereby agreed that the consulting services contract approved by the Governor and Executive Council approved on July 24, 2013, and herein referred to as the "Agreement" between The HayGroup Inc. as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

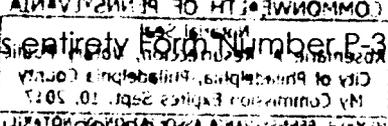
Background

The State and the Contractor entered into an agreement to provide consulting services for the administration and management of the classification and compensation plans for unclassified employees on July 24, 2013; the Agreement is set to expire June 30, 2015.

Amendment

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

 1.7 June 30, 2016

All other provisions of the Agreement, approved by the Governor and Executive Council on July 24, 2013, shall remain in full force and effect.

CONTRACT AMENDMENT WITH THE HAYGROUP INC.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written

THE HAYGROUP INC.

By: [Signature]
JEFFREY H. MARCUS
(Print Name)

Title: SECRETARY

Date: 2 JUNE 2015

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 2nd day of JUNE, 2015, there appeared before me, the state and county foresaid a person who satisfactorily identified himself as JEFFREY H. MARCUS, and acknowledged that he executed this document indicated above.

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

[Signature]
(Notary Public/Justice of the Peace)



My commission expires: 9.10.2017

THE STATE OF NEW HAMPSHIRE

Department of Administrative Services

By: [Signature]
Vicki V. Quiram, Commissioner

Date: 6-8-15

OFFICE OF THE ATTORNEY GENERAL

Approved by Attorney General this 9th day of June, 2015, as to form, substance and execution.

By: [Signature]

Hay Group, Inc.

CERTIFICATE OF COMPLIANCE

I, Stephen D. Kaye, hereby certify that I am the duly elected President and Director of Hay Group, Inc., a corporation duly organized and existing under the laws of the State of Delaware.

I hereby certify that the following is a true copy of the unanimous consent of the Board of Directors of Hay Group, Inc.

RESOLVED, that Jeffrey H. Marcus is hereby duly authorized and empowered to execute all documents necessary to enter into an agreement between Hay Group, Inc. and with the State of New Hampshire for a review of the job evaluation, grade and salary for un-classified positions.

I hereby certify that said unanimous consent has not been amended or repealed and remains in full force and effect as of June 2, 2015.

Dated: June 2, 2015



Stephen D. Kaye
President and Director

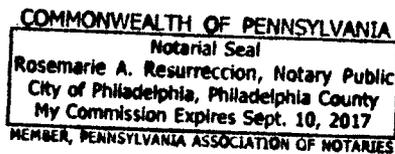
NOTARY PUBLIC

On the 2nd day of JUNE, 2015, there appeared before me, the state and county foresaid a person who satisfactorily identified himself as Stephen D. Kaye, and acknowledged that he executed this document indicated above.

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


Notary Public

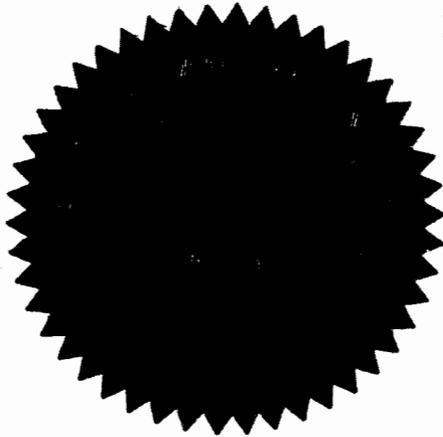
My commission expires:



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 HAY GROUP, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on January 22, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2015

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 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).

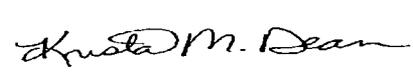
PRODUCER Altus Partners, Inc 919 Conestoga Road Building 3, Suite 111 Rosemont PA 19010	CONTACT NAME: Krista Dean PHONE (A/C, No, Ext): (610) 526-9130 FAX (A/C, No): (610) 526-2021 E-MAIL ADDRESS: kdean@altuspartners.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Hay Group Investment Holding B.V. 1650 Arch Street, Suites 2300 & 2400 Philadelphia PA	INSURER A: Federal Insurance Company NAIC # 20281	
	INSURER B: Pacific Indemnity Insurance Co. 20346	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 GL AL WC XS BPP **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			35812418	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY			73523471	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			93630036	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71701314	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Property			35812418	03/01/2015	03/01/2016	All Risk , Agreed Amount, Replacement cost

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate is issued as evidence of insurance per policy terms, conditions and exclusions.

CERTIFICATE HOLDER Department of Administrative Services State House Annex- Room 120 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 Krista Dean/KMD 



State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

July 3, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant of RSA 94:1-d and RSA 21:13-VIII, authorize the Department of Administrative Services to enter into a **sole source** contract with The HayGroup Inc. of Philadelphia, Pa, (VC# 170463), in the amount of \$20,000.00 to provide consulting services for the administration and management of the classification and compensation plans for unclassified employees. This contract will be effective upon Governor and Council approval through June 30, 2015. **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 2014</u>	<u>FY 2015</u>	<u>Total</u>
01-014-014-140010-8007-219	Salary Adjustment Fund	\$10,000	\$10,000	\$20,000

EXPLANATION

The HayGroup, Inc. was retained by a legislative study committee working through this department in the spring of 2000 to complete a study of the unclassified employees' compensation plan. This study was completed and became law July 1, 2001.

Subsequent to the implementation of that study, RSA 94:1 allows 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 review, directs the Commissioner to send certain unclassified positions to an outside consulting group for evaluation and categorization.

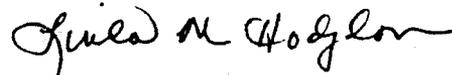
July 3, 2013

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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.

The HayGroup 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 the HayGroup is currently performing, and it is dependent upon the historical work that they have already completed. For this reason, this contract remains **sole source** as the HayGroup is the only company familiar with the State off New Hampshire's compensation plan, as they are the entity that created it.

Respectfully Submitted,



Linda M. Hodgdon
Commissioner

Subject:

Hay Group Services for Unclassified Employee Salary Matrix Review

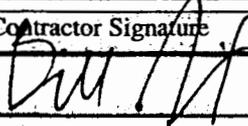
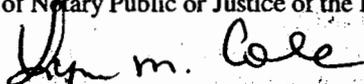
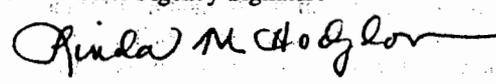
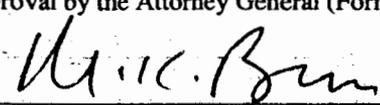
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex, Room 120, 25 Capital Street, Concord NH	
1.3 Contractor Name Hay Group, Inc.		1.4 Contractor Address 100 Penn Square East, Philadelphia, PA 19107-3388	
1.5 Contractor Phone Number 703-841-3127	1.6 Account Number 01-014-014-8007-219	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Linda M. Hodgdon, Commissioner		1.10 State Agency Telephone Number 603-271-3201	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bill Reigel, Vice President	
1.13 Acknowledgement: State of <u>SC</u> , County of <u>York</u> On <u>7/11/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Lynn M. Cole			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 7/12/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 BK
Date 7/11/13

EXHIBIT A

The Hay Group 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 for the period from the approval date of Governor and Executive Council through June 30, 2015, with the consent of both parties.

EXHIBIT B

The Hay Group agrees to provide the preceding services and deliverables for an amount not to exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) inclusive of fees and expenses. Fees for services will be charged in accordance with Hay Group's fee schedule in effect at the time the services are provided and billed with an invoice for actual work performed and accepted by the Department of Administrative Services. Payment shall be rendered within thirty (30) days by the Department of Administrative Services to the Hay Group for each invoice approved by the Department of Administrative Services. Invoices shall be submitted to:

Department of Administrative Services
Commissioner's Office
State House Annex – Room 120
25 Capitol Street
Concord, NH 03301

EXHIBIT C

SPECIAL PROVISIONS

The State of New Hampshire, Department of Administrative Services, Commissioner's Office and the Contractor agree to modify the following paragraphs of the contract as follows:

9. Data/Access / Confidentiality/Preservation: Replace Section 9.2 with the following:

Hay Group shall transfer to Client all right, title and interest in and to the survey instrument, the survey results and data, and the final report delivered to Client (the "Client Deliverables"). The Client Deliverables shall each be deemed a "work made for hire" within the meaning of the Copyright Act, 17 U.S.C. § 101, and all rights to copyright shall be vested entirely in Client. If for any reason Client may not be deemed to have commissioned a "work made for hire," and its rights to copyright are thereby in doubt, Hay Group hereby assigns to Client all rights in and to the Client Deliverables.

Except as stated above, Hay Group shall retain all right, title and interest in and to Hay Group's pre-existing intellectual property and all derivative works thereof, whether created before or after the effective date of this Agreement. For the avoidance of doubt, Hay Group shall retain all right, title and interest in and to its proprietary database of normative questions, its proprietary databases of data, and its survey report formats and any proprietary programming that is included in any electronic versions of any Client Deliverable.

Protection of Proprietary Rights in Hay Group Confidential Information and Methods.

The parties acknowledge that in the course of performing Services for Client, it may be necessary for Hay Group to disclose to certain employees of Client various proprietary and confidential methods and/or processes of Hay Group and/or its affiliates (the "Proprietary Methods") and/or confidential information of Hay Group. Such confidential information shall include, in addition to and not in limitation of those trade secrets referenced herein, any information designated in writing as confidential or identified as confidential at the time of disclosure if such disclosure is oral or visual (collectively the "Hay Group Confidential Information"). Hay Group Confidential Information shall include, without limitation all research notes, memoranda, surveys or other data gathered or requested by Hay Group that were utilized in preparation of one or more Proprietary Methods or any part thereof, know-how, formulae, processes, ideas, trade secrets, and presentations.

Client acknowledges that the Proprietary Methods involve significant capital investment and outlay and constitute proprietary methods, know-how, and trade secrets which are of great value to Hay Group. Client agrees that all right, title, and interest, including without limitation, all trade secret rights in the Proprietary Methods, and all Hay Group Confidential Information, are and will remain the exclusive property of Hay Group.

Client agrees that all Proprietary Methods and all Hay Group Confidential Information communicated to it before or after the effective date of this Agreement, will be and were received in strict confidence, will be used only for purposes consistent with the Services provided by Hay Group under this Agreement, and will not be disclosed or copied by Client, or its employees, without the prior written consent of Hay Group, except as may be necessary by reason of legal, accounting, or regulatory requirements beyond the reasonable control of Client. Client agrees that it shall safeguard the Proprietary Methods and all Hay Group Confidential Information and in connection therewith shall use the same means it uses to protect its own proprietary information, but in any event, not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Proprietary Methods and the Hay Group Confidential Information.

Without limiting the generality of the foregoing, Client agrees to restrict disclosure of the Proprietary Methods and the Hay Group Confidential Information to only those Client employees whose position, duties and responsibilities are such that disclosure of the Proprietary Methods or the Hay Group Confidential Information, as the case may be, is essential to the accomplishment of the purposes for which the Services are being rendered. In the absence of express written permission from Hay Group or except as otherwise provided hereinafter, Client shall have no right to use, reproduce or distribute any Proprietary Methods or any Hay Group Confidential Information or any written embodiment thereof, or to sublicense any Proprietary Methods or any Hay Group Confidential Information or any part thereof, or to modify or revise such Proprietary Methods or any Hay Group Confidential Information in any way.

Client's obligations to protect the Proprietary Methods and the Hay Group Confidential Information shall survive expiration or termination or of this Agreement for any reason.

13. Indemnification: Insert the following:

Hay Group will, at its expense, indemnify, defend and save Client harmless against any claims (including attorneys' fees) resulting from personal injury or death to persons and damage to tangible personal property (including Client's property) caused, in whole or in part, by the acts or omissions of Hay Group 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.

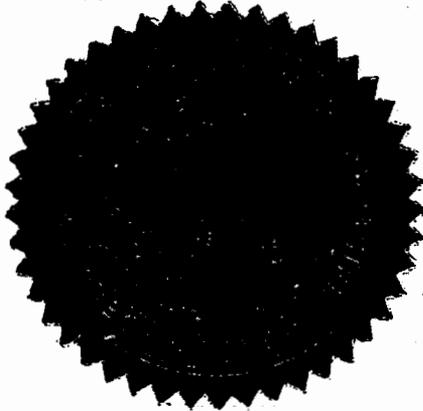
14. Insurance: Modify Section 14.1.1 as follows:

The State of New Hampshire, Department of Administrative Services, Commissioner's Office and the Contractor agree to modify paragraph 14.1.1 of this contract, agreeing that the two million (\$2,000,000) per incident requirement of the provision is hereby reduced to one million dollars (\$1,000,000) per incident.

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 HAY GROUP, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on January 22, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of July, A.D. 2013

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

William M. Gardner
Secretary of State

Hay Group, Inc.

Certificate of Compliance

I, Jeffrey H. Marcus, hereby certify that I am the duly elected Secretary, Director and General Counsel of Hay Group, Inc.

I hereby certify the following is a true copy of the unanimous consent of the Board of Directors of Hay Group, Inc.

RESOLVED, that William Reigel is hereby duly authorized and empowered to execute all documents necessary to enter into an agreement between Hay Group, Inc. and with the State of New Hampshire for a review of the job evaluation, grade and salary for un-classified positions.

I hereby certify that said unanimous consent has not been amended or repealed and remain in full force and effect as of July 10, 2013.

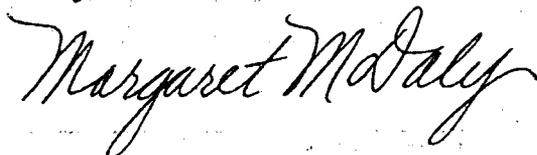
Dated: July 10, 2013



Jeffrey H. Marcus
General Counsel, Secretary and Director

Commonwealth of Pennsylvania }
County of Philadelphia } ss:

SWORN BEFORE ME THIS 12th DAY
OF July, 2013



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Margaret M. Daly, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 28, 2014
Member, Pennsylvania Association of Notaries



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2013

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 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 Altus Partners, Inc 919 Conestoga Road Building 3, Suite 111 Rosemont PA 19010	CONTACT NAME: Heather Rohrbach		
	PHONE (A/C, No, Ext): (610) 526-9130	FAX (A/C, No): (610) 526-2021	
	E-MAIL ADDRESS: hrohrbach@altuspartners.com		
INSURED Hay Group Investment Holding B.V. The Wanamaker Building 100 Penn Square East Philadelphia PA 19107-3388	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Pacific Indemnity Insurance Co.		20346
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: GL, AL, EL, WC 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	ADOL/INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			35812416	9/30/2012	03/01/2014	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 \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73523471	9/30/2012	03/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			93630036	9/30/2012	03/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71701314	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate is issued as evidence of insurance per policy terms, conditions and exclusions. Agent/Broker will endeavor to mail 30 days written notice to the certificate holder should any of the above described policies be cancelled before the expiration date.

CERTIFICATE HOLDER Department of Administrative Services State House Annex - Room 120 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 Jaclyn Rosci/JR 