



Request for Proposal

Pay and Classification Study

Date of Issue: September 28, 2026

Proposals must be received no later than:

**All questions related to the RFP should be submitted via email
to: Paula Stewart, Human Resources Coordinator at
HR@healthtrustnh.org**

The RFP contains specific protocols relating to discussion and other communications regarding this RFP. Any violations of these provisions may result in immediate disqualification of a firm's submission.

Prospective firms are encouraged to promptly notify HealthTrust of any apparent inconsistencies, problems of ambiguities in the RFP.

Request for Proposal Timeline

Issue Request for Proposal:	09/28/2026
Date Range for Receipt of Questions:	10/05/2026
Responses to Questions:	10/09/2026
Proposals Due:	10/15/2026
Finalist Interviews:	10/26/2026 - 10/30/2026
Final Determination:	11/02/2026

Introduction

HealthTrust, Inc. is soliciting proposals from qualified consulting firms to conduct a comprehensive Pay and Classification Study. The results of the study will serve as the basis for updating HealthTrust's existing pay and classification system. The last study was conducted in 2021. Since the last study, HealthTrust has made significant organizational changes, which included adding new positions, adding job duties to existing positions, and reorganizing reporting structures. HealthTrust seeks to ensure equity, competitiveness and alignment with current organizational needs and labor market trends.

Background

HealthTrust is a self-insured pooled risk management program organized under New Hampshire law and governed by a board of public employers and employees. HealthTrust's pooled risk management program provides health and welfare benefits and related services to New Hampshire political subdivisions including cities, towns, counties, school districts, school administrative units, chartered schools, and other entities created and funded by the aforementioned political subdivisions. HealthTrust currently serves 347 member groups with at least one line of coverage.

Purpose of Request for Proposal

HealthTrust currently budgets for 58 full-time employees in 47 different positions. Each position within HealthTrust has a specific job description outlining the details of the requirements for the position.

HealthTrust's goal is to attract and retain highly qualified employees by maintaining a fair and equitable pay and classification system that reflects both internal equity and external market competitiveness. The issues this pay and classification study will need to solve includes but are not limited to:

- Establish a credible pay and classification plan to ensure accurate job classification and equitable pay based on duties, complexity, and skills
- Address compression by maintaining fair pay differentials across responsibility levels
- Provide competitive salaries, benefits, and incentives aligned with the New Hampshire labor market and organizational needs
- Offer clear promotional pathways and recognizable compensation growth
- Enhance employee retention through equitable and competitive compensation practices

Scope of Work

The Consultant will:

1. Review and Analyze Existing Data
 - a. Review current job classification, pay structures, and related policies.
 - b. Assess changes in HealthTrust's organizational structure and staffing since the last study.
2. Conduct a Market Analysis
 - a. Identify appropriate benchmark organizations for comparison.

- b. Evaluate current Board approved Voluntary Employees' Beneficiary Association (VEBA) industry code and 50th percentile of market rate.
 - c. Analyze salary data, benefits, and pay practices from selected benchmark organizations.
 - d. Provide a comparison to local private sector influences where applicable.
- 3. Job Classification Review
 - a. Consult management and schedule appropriate interviews to evaluate the duties and responsibilities of each position
 - b. Audit and evaluate job descriptions to ensure they reflect current duties, responsibilities, and qualifications.
 - c. Ensure compliance with applicable laws and regulations, including the Equal Employment Opportunity, the Americans with Disabilities Act, and the Fair Labor Standards Act.
 - d. Propose updated classification structures as necessary.
- 4. Benefits Analysis
 - a. Review current employee benefits packages, including health insurance, retirement plans, paid time off, and other perks.
 - b. Benchmark benefits against selected public and private organizations within the region and similar-sized organizations.
 - c. Identify gaps or areas for enhancement to improve competitiveness and employee satisfaction.
 - d. Provide recommendations to align benefits with organizational goals and budget constraints.
- 5. Pay and Classification System Design
 - a. Develop recommendations for revised pay structures.
 - b. Address issues of compression, pay equity, and cost-of-living adjustments.
 - c. Ensure long-term sustainability and scalability of the compensation system, including recommendation for appropriate database for benchmarking. HealthTrust currently uses Economic Research Institute.
- 6. Final Report and Presentation
 - a. Deliver a comprehensive report detailing findings, methodologies, and recommendations.
 - b. Provide an implementation plan, including estimated costs and timelines.
 - c. Present findings to HealthTrust Board.

Pay and Classification System Design Requirements: The system developed pursuant to this RFP must adhere to the following basic elements and characteristics:

- The system must meet all legal requirements, be nondiscriminatory, and provide for compliance with all pertinent federal, state, and local requirements (e.g., ADA, FLSA, EEO, etc.).
- The system must be easy for management to administer, maintain, and defend.
- The system must easily accommodate organizational changes and growth.

- The system should be based on sound compensation principles in which internal and external equity are considered within the pay structure, as well as, the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
- The system should provide for new positions to be incorporated into the compensation plan, as well as, regular adjustments to maintain the plan's competitiveness.

Proposal Procedures

Proposal Format and Requirements:

The bidder shall submit a written proposal that presents their qualifications and understanding of the work to be performed, includes all information requested, organized in tabbed sections clearly identified in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal.

The person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

The following information/documents shall be included in the proposal package to be considered responsive to the Request for Proposals:

1. **Staffing:** Identify who will be the project manager and key staff assigned, if awarded. Provide resumes summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on the staff's experience, including experience with public sector employers. Describe successful outcomes. List the address, e-mail address, and telephone number of the office from which the services are to be provided.
2. **Approach:** Provide a statement describing the scope of work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested.
3. **Work Progression and Product:** Provide a detailed breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final product will be structured and presented upon completion. Firms may elect to include in this section any innovative methods or concepts that might be beneficial to HealthTrust as long as the minimum requirements set out in this RFP are met.
4. **Timeline:** Provide a timeline indicating tasks required and the start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded.
5. **References:** Include the name, address, telephone number, and e-mail address for contact persons from at least three (3) other entities for which comparable services have recently been rendered.
6. **Costs:** Provide a total cost estimate, including travel expenses, and "not to exceed" amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work.

Criteria and Selection Factors Considered:

After HealthTrust staff has reviewed the proposals, final selection will be determined. The successful contractor will be required to enter into an agreement for professional services with the HealthTrust. The following will be considered in the selection of the firm:

1. Experience and Qualifications: Consider comparable experience on projects of similar size and scope; background of specific personnel assigned to project including roles and responsibilities; firm's capacity; and references.
2. Project Approach: Understanding of the project scope, HealthTrust related issues and employee relations.
3. Resources: Description and/or samples of benchmarking standards, communication materials that will be provided to HealthTrust, its board, Leadership Team, and employees; and pay adjustment methodologies.
4. Price: Cost estimate information is orderly and easy to follow; optional services are clearly identified; and quoted price is reasonable and easy to compare to other quotes. The award will consider price, but it will not be the sole, determining factor.

New Hampshire Public Records Act – RSA 91-A

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract with the selected vendor.

To the extent consistent with applicable state and federal laws and regulations, as determined by the HealthTrust, including, but not limited to, NH RSA Chapter 91-A (the “Right-to-Know” Law), HealthTrust shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are “confidential.” Use of any other term or method, such as stating that a document or portion thereof is “proprietary”, “not for public use”, or “for client’s use only”, is not acceptable. In addition to providing an additional fully redacted copy of the bid submission, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected as not conforming to the requirements of the bid or proposal.

HealthTrust will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by HealthTrust, may be released to the public.

HealthTrust shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by HealthTrust.

If a request is made to HealthTrust by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under applicable law or regulation, bidders acknowledge and agree that HealthTrust may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, HealthTrust shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. HealthTrust is not obligated to comply with a bidder's designation regarding confidentiality.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to HealthTrust, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, HealthTrust may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public concerning specific responses to this bid invitation from the time this bid is published until completion of final contract with the selected vendor.

Form of Contract

A sample of the HealthTrust Consultant Services Agreement is provided in Appendix A for the review of all proposing consultants. The successful consultant will be required to execute a Consultant Services Agreement with HealthTrust and meet the insurance requirements therein. Please review carefully all sections and pay special attention to the indemnity portions of the contract. HealthTrust does not ordinarily allow modifications to the standard agreement when contracting for services from outside firms.

APPENDIX A:
SAMPLE Agreement for Consultant Services
CONSULTING SERVICES AGREEMENT BETWEEN
HEALTHTRUST
AND
[NAME OF DESIGN PROFESSIONAL CONSULTANT]

THIS AGREEMENT for consulting services is made by and between HealthTrust, Inc. ("HealthTrust") and _____ ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ (the "Effective Date").

SECTION I – SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to HealthTrust the services described in the attached Scope of Work – Exhibit A, which is incorporated herein by reference, at the time and place and in the manner specified therein. In the event of a conflict between the terms of this Agreement and any exhibit or attachments hereto, the terms of this Agreement shall control.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect HealthTrust's right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Personnel. Consultant shall at its own expense provide all personnel necessary to perform the services. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that HealthTrust, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from HealthTrust of such desire of HealthTrust, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

1.5 Further Assurances. The Consultant, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonable required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

SECTION II – COMPENSATION

HealthTrust hereby agrees to pay Consultant a sum not to exceed _____ for services to be performed and reimbursable costs incurred under this Agreement as set forth in Exhibit A. HealthTrust shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified herein shall be the only payments from HealthTrust to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to HealthTrust in the manner specified in Exhibit B – Terms of Payment. Except as specifically authorized by HealthTrust in writing, Consultant shall not bill HealthTrust for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At HealthTrust's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- At HealthTrust's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

Consultant shall give separate notice to HealthTrust when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant

reaches or exceeds the number of hours estimated in Exhibit A. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A.

2.2 Monthly Payment. HealthTrust shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. HealthTrust shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Total Payment. HealthTrust shall pay for the services to be rendered by Consultant pursuant to this Agreement. HealthTrust shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. HealthTrust shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed \$_____. Expenses not listed below are not chargeable to HealthTrust. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination. In the event that HealthTrust or Consultant terminates this Agreement pursuant to Section 8, HealthTrust shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.8 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the HealthTrust Contract Administrator.

SECTION III – FACILITIES AND EQUIPMENT

Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. HealthTrust shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

HealthTrust shall furnish physical facilities such as desks and conference space, as may be reasonably necessary for Consultant's use while consulting with HealthTrust employees and reviewing records and the information in possession of HealthTrust. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of HealthTrust. In no event shall HealthTrust be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION IV – INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to HealthTrust of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to HealthTrust. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to HealthTrust. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of any applicable law. Determination of whether a self-insurance program meets the standards of applicable law shall be solely in the discretion

of the HealthTrust Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against HealthTrust and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the HealthTrust for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish HealthTrust with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If HealthTrust does not receive the required insurance documents prior to Consultant beginning work, it shall not waive Consultant's obligation to provide them. HealthTrust reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.4 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies HealthTrust may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, HealthTrust may, at its sole option exercise any of the following remedies, which are alternatives to other remedies HealthTrust may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION V - INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to HealthTrust, indemnify, and hold HealthTrust, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify HealthTrust shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of HealthTrust. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

SECTION VI – STATUS OF CONSULTANT

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of HealthTrust. HealthTrust shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise HealthTrust shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other state, or federal policy, rule, regulation, or law to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by HealthTrust.

6.2 Consultant Not an Agent. Except as HealthTrust may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of HealthTrust in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind HealthTrust to any obligation whatsoever.

SECTION VII – LEGAL REQUIREMENTS

7.1 Governing Law. The laws of the State of New Hampshire shall govern this Agreement. 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.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 Licenses and Permits. Consultant represents and warrants to HealthTrust that consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to HealthTrust that Consultant and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from HealthTrust.

7.4 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby. Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

SECTION 8 - TERMINATION AND MODIFICATION

8.1 Termination. HealthTrust may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to HealthTrust and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; HealthTrust, however, may condition

payment of such compensation upon Consultant delivering to HealthTrust any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or HealthTrust in connection with this Agreement.

8.2 Extension. HealthTrust may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if HealthTrust grants such an extension, HealthTrust shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the HealthTrust Contract Administrator, HealthTrust shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. HealthTrust and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to HealthTrust for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the HealthTrust Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the HealthTrust Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between HealthTrust and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, HealthTrust's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that HealthTrust would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9 – KEEPING AND STATUS OF RECORDS

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of HealthTrust. Consultant hereby agrees to deliver those documents to HealthTrust upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for HealthTrust and are not necessarily suitable for any future or other use. HealthTrust and Consultant agree that, until final approval by HealthTrust, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to HealthTrust under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Disclosure. Disclosure of data, information and other records shall be governed by New Hampshire RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of HealthTrust.

SECTION 10 – MISCELLANEOUS PROVISIONS

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state

courts of New Hampshire in the County of Merrimack or in the United States District Court for the District of New Hampshire.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Third Parties. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.7 Conflict of Interest. No officer or employee of HealthTrust shall have any financial interest in this Agreement that would violate RSA 15-A. Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of HealthTrust. If Consultant was an employee, agent, appointee, or official of HealthTrust in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by _____ ("HealthTrust Contract Administrator"). All correspondence shall be directed to or through the HealthTrust Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Any written notice to HealthTrust shall be sent to:

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, [[and]C[, and D]] [ENSURE THAT THE CORRECT EXHIBITS ARE LISTED] represents the entire and integrated agreement between HealthTrust and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services

Exhibit B Terms of Payment

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 Public Record. This Agreement and all of its attachments shall become public upon execution. Any information that is private, confidential or proprietary must be clearly identified to HealthTrust and agreed to in writing prior to signing the contract.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

HEALTHTRUST, INC.

CONSULTANT

[NAME, TITLE]

[NAME, TITLE]

EXHIBIT A

SCOPE OF SERVICES

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EXHIBIT B

TERMS OF PAYMENT