



# State of New Hampshire

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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

September 22, 2015

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

### REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Risk Management Unit (RMU), to enter into a contract with The Allumbaugh Agency (Allumbaugh)(Vendor Code # 267130), of 6 East Chestnut Street Suite 5, Augusta ME 04330, in the amount of **\$0** for the administration of the State's voluntary benefits contract for short-term disability, accident, and critical illness insurance. The agreement is for a period of thirty-six (36) months upon Governor and Executive Council approval effective January 1, 2016 through December 31, 2018 with an option to renew for up to two additional years subject to Governor and Executive Council approval. Due to the zero cost exposure to the State, a funding allocation is not applicable.

### EXPLANATION

The State provides employees who work a minimum of 30 hours per week with the option to pay premiums for voluntary benefits through payroll deductions. The voluntary benefits available for purchase are: a 26-week or a 52-week short-term disability benefit; an accident insurance benefit; and/or a critical illness insurance benefit. The current voluntary benefits contract is with Employee Benefits Management Inc. (EBM) (due to a recent merger, EBM is now part of The Allumbaugh Agency (Allumbaugh)) and is set to expire on December 31, 2015.

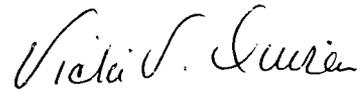
On July 15, 2015, the State issued a Request for Bid to provide voluntary benefits that are comparable to the three benefits currently offered in order to minimize disruption to participating employees. Bid specifications also called for a three-year rate guarantee. The State received five (5) bids, three (3) of which conformed with bid specification. The conforming bids were evaluated based on the premium rates for the current employee-paid voluntary benefit plans.

Rates were weighted based on current enrollment in the respective benefits with 87.3 percent of enrollees in Voluntary Short Term Disability, 9.1 percent in Employee Accident, and

3.6 percent in Critical Illness. During analysis of the bids, it was determined that Allumbaugh's bid was the only bid with benefits comparable to the three benefits currently offered. Allumbaugh's bid represented a reduction in employee premiums of \$124,100 over the three-year life of the contract, a seven percent reduction over the current contract rates.

The DAS Commissioner is authorized, pursuant to RSA 21-I: 13, IX28, to administer all state employee benefits programs. Based on the foregoing, I am respectfully recommending approval of the contract with Allumbaugh.

Respectfully submitted,

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

Vicki V. Quiram  
Commissioner

VVQ/CK

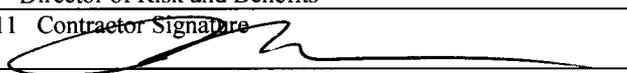
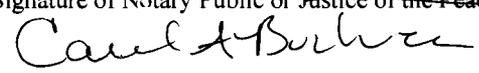
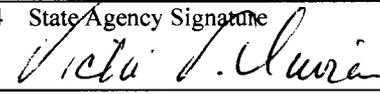
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>Department of Administrative Services                  Risk Management Unit</b>		1.2 State Agency Address State House Annex 25 Capital Street Concord NH 03301	
1.3 Contractor Name <b>The Allumbaugh Agency</b>		1.4 Contractor Address 47 Water Street, Suite 102 Hallowell, ME 04347	
1.5 Contractor Phone Number 207-623-1110	1.6 Account Number	1.7 Completion Date December 31, 2018	1.8 Price Limitation 0
1.9 Contracting Officer for State Agency Catherine A. Keane Director of Risk and Benefits		1.10 State Agency Telephone Number 603-271-2059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joel Allumbaugh, President	
1.13 Acknowledgement: State of <b>MAINE</b> , County of <b>Kennebec</b> On <b>9/23/15</b> , 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 Carol Beckman, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner DAS	
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) (if applicable) By:  On: <b>9/24/15</b>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

#### **14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this

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

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United

States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

**I. PURPOSE**

The State of New Hampshire, Department of Administrative Services, Risk Management Unit (hereafter referred to as "State") is contracting with The Allumbaugh Agency (hereafter referred to as the "Contractor"), to provide employee-paid benefits for Critical Illness, Voluntary Short Term Disability, and Employee Accident Coverage for the State's eligible employees on an after-tax basis.

**II. TERM**

The term of the contract shall be for a three-year term, with policies to be renewed annually. The term of the contract shall commence January 1, 2016 and expire three years thereafter on December 31, 2018 with the option to extend for up to two additional years. While implementation activities may commence immediately upon Governor and Executive Council approval, payments under this agreement shall not commence prior to January 1, 2016.

The State shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advanced written notice.

**III. SPECIFICATIONS FOR COVERAGE OF VOLUNTARY BENEFITS (EMPLOYEE PAID)**

Voluntary Short Term Disability	1 <sup>st</sup> day accident (injury) / 8 <sup>th</sup> day sickness / 26 week benefit period	\$100 to \$1,000 per week, up to 70% of gross weekly earnings ( <i>in \$10 increments</i> )
	15 <sup>th</sup> day accident (injury) / 15 <sup>th</sup> day sickness / 52 week benefit period	\$100 to \$1,000 per week, up to 70% of gross weekly earnings ( <i>in \$10 increments</i> )
Critical Illness Insurance	Critical Illness Lump Sum Benefit Recurrent Critical Illness Benefit Cancer Screening Benefit	Elect coverage from \$10,000 to \$50,000, ( <i>in \$5,000 increments</i> ) Benefit payment percentages vary by category and diagnosis ( <i>see schedule of benefits</i> )
	Optional Rider – Cancer Screening Wellness Benefit Rider	Pays an additional \$50 per covered person per calendar year per cancer screening test
Employee Accident Insurance	Base Plan ( <i>off the job only</i> )	Accident Death Benefits, Dismemberment Benefits, and Extended Loss Accident Coverage Benefit payments vary by type of injury/loss ( <i>see outline of coverage</i> )
	Optional Rider – Enhanced Emergency Room Benefit Rider	Pays an additional \$100, \$200, or \$300, in addition to base plan of \$50
	Optional Rider – Enhanced Physician Office/Urgent Care Benefit Rider	Pays an additional \$25 or \$50, in addition to base plan of \$50

**A. ELIGIBILITY AND ENROLLMENT CONDITIONS AND STIPULATIONS**

Employees must work a minimum of 30 hours per week to be eligible to purchase voluntary benefits. Newly hired or newly eligible employees have a 30-day eligibility window in which to apply for these benefits. The effective date of coverage is the 1st day of the month following the completion of one full month of benefits eligible employment. If an employee does not enroll during their new hire eligibility window, the next opportunity to enroll is during the annual benefits open enrollment with an effective date of January 1st. Eligible employees have the option to enroll in one or all of the voluntary benefits on a 100% employee paid after-tax basis.

The State currently allows payment of premiums through voluntary employee after-tax payroll deduction; however, such voluntary benefits are not financially sponsored by the State. Premiums that are not able to be collected through payroll deduction are not put into arrears. If any reimbursement is due to an employee, the Contractor shall refund the employee directly.

**B. CHANGES TO THE PLAN**

If there are any plan changes adopted by the State, the Contractor shall implement those changes within the State's required timeframe. If necessary, the Contractor shall support any Special Enrollment Periods required.

**IV. SERVICE SPECIFICATIONS**

**A. CLAIMS ADMINISTRATION AND CUSTOMER SERVICE**

**1. Claims Administration**

The Contractor shall be responsible for assisting beneficiaries with the filing of and the handling of all claims.

All claim payments shall be made by the Contractor or their designated carrier in accordance with New Hampshire statutory provisions and regulations.

**2. Customer Service**

The Contractor shall provide a toll-free customer service telephone number to handle benefit and service inquiries and claims issues.

The Contractor shall maintain regular business hours, which at a minimum shall include Monday through Friday, 7:00 AM – 7:00 PM Eastern Standard Time.

**B. ACCOUNT MANAGEMENT**

**1. Client Services**

The State administrative staff shall have direct contact information for designated Account Management and ensure a response standard of two business days is met. Such Account Management staff shall assist the State upon contract approval or at other times for the following activities and/or projects that include:

- a. Initial implementation;
- b. Implementation of new or changed/enhanced functionality as the State's business needs change or if requested by the State;
- c. Day to day account management; and
- d. Open or special enrollments.

## 2. Program Implementation/Enrollment

The Contractor shall assist the State with all phases of implementation, to include participating in the initial annual open enrollment in November of 2015, and future annual open or special enrollments, to explain the plan and enroll State employees, preparing and distributing applicable forms and communication materials to State employees as requested by the State.

At the sole expense of the Contractor, the Contractor shall provide:

- a. **Enrollment and Claim Forms.** Enrollment and Claim forms, including instructions shall be available to all State agencies during the State's open enrollment period beginning in November of 2015 and going forward.
- b. **Certificates of Coverage.** Ad-hoc requests for individual Certificates of Coverage shall be fulfilled within five (5) business days of request, throughout the contract term.
- c. **Benefit Brochures.** Comprehensive benefit brochures shall be made available to each covered participant at enrollment. Individual certificates of coverage or other pertinent information shall be provided no later than thirty (30) calendar days after the effective date or delivery of enrollment data.
- d. **Enrollment Representative.** A qualified and licensed enrollment representative shall be made available to the State and shall be available at the annual open or special enrollment meetings to explain the plans and enroll State employees. The State reserves the right to require the Contractor to remove and/or reassign any employee, including the lead staff member, from the State account due to unacceptable job performance.

Several of the State's larger agencies hold regular new hire orientations that include presentations by its benefits administrators. The Contractor shall attend these new hire orientations as requested by the agencies. All contents in the Contractor's orientation presentations, education sessions or any other materials being presented to State employees must be approved by the State prior to their release.

## 3. Open Enrollment Support

The State's annual Open Enrollment period typically runs for two weeks and is expected to commence sometime early-November 2015 for a January 1, 2016 effective date. This timeframe is meant to provide an approximation of the dates the State generally holds Open Enrollment but does not limit the State to only hold Open Enrollment during this timeframe or to not hold Special Enrollment sessions should they become necessary.

The Contractor shall provide the following enrollment support:

Work with the State and its individual agencies to plan and schedule on-site open enrollment activities (as requested by the State) to support the State's 160 worksite locations, including all District Offices and Department of Transportation sheds to include:

- a. Key employee/staff informational meetings to educate and/or remind key staff of the enrollment process for all voluntary insurance plans and options for election;
- b. Face to face employee informational meetings that provide information to current and prospective enrollees about the voluntary benefit options available to them;
- c. Attend human resource meetings to review current voluntary benefit plans and any applicable plan changes being shared with employees for that Open Enrollment or special enrollment period; and
- d. At the conclusion of Open Enrollment, the Contractor shall calculate the bi-weekly payroll deductions and forward on to the State a full enrollment file to establish the deductions for that calendar year.

**4. Communication of Benefit Plan Design or Changes**

The Contractor shall assist the State with the implementation of the plan and/or changes, to include, but not limited to, marketing, education and enrollment support throughout the term of this agreement.

**5. Approval of All Forms and Communication Materials**

The Contractor shall provide the State with draft forms, administrative documents and marketing materials for review and approval by the State prior to any distribution to participants or posting.

**6. Age Band and Rate Changes**

Contractor is responsible for ensuring that participants are charged the correct premium associated with their age band and maintaining age bands and rates on an annual basis as detailed in Appendix B.

**7. Data Interface / Payroll Deduction Report**

At no additional cost to the State, the Contractor shall work with the Risk Management Unit and/or the State's designated data management team to develop an interface file process. This process shall include a weekly deduction change report for voluntary benefit administration that conforms to the specifications in Appendix A. The Contractor shall establish an encrypted email connection (.TLS) with the State as well as utilize State's FTP site to transfer files.

**8. System and Data File Back Up Requirements.**

Backups of the State's data shall be completed at a minimum of seven days per week. The Contractor's system and data file back-up shall include a separate off-site storage at a secure location and be made available to the State upon request.

**9. Disaster Recovery and Business Continuity/Contingency Plan Requirement.**

The Contractor shall have a redundant data center to ensure continuity of operations.

**10. Proprietary Rights.**

Both the Contractor and the State shall grant to the other a royalty-free, non-exclusive, non-transferable, revocable license (without rights to sublicense) to reproduce and display such trademarks, copyright and other proprietary rights notices solely in connection with the services, provided that such use shall strictly conform to the granting party's graphic standards. The Contractor shall agree that any reproduction or display of the State's trademarks, copyright and other proprietary notices shall be in accordance with the State's standards as provided to the Contractor.

**11. Exclusive Marketing Rights.**

The State shall grant the Contractor an exclusive right for direct marketing of voluntary insurance plans, selected by the State, through payroll deductions, to State employees (at times or under circumstances agreed to by the State) on State property for the duration of this Agreement.

**12. Audit Rights.**

Upon reasonable prior notice to the Contractor, the State's auditor or its designee shall have unfettered access to Contractor's facilities, equipment, software, personnel, data and records, as permitted by law, for the purpose of performing audits of compliance with the terms of the Agreement.

**C. REPORTS**

The Contractor shall provide and present to the State enrollment activity and claims experience reporting on a quarterly basis.

**D. TRANSITION AND TERMINATION**

**1. Termination of Payroll Deduction Upon Contract Termination.**

Upon the termination or expiration of this Agreement, the State shall discontinue all payroll deductions on behalf of the incumbent Contractor and require the incumbent Contractor to cease and desist marketing any voluntary insurance plans to State employees on State property, unless awarded a subsequent contract for these services.

**2. Termination of Marketing Rights Upon Contract Termination.**

Upon contract termination or award to another Contractor, the State will transition the exclusive marketing rights to the subsequent Contractor. All information and data held by the terminated Contractor related to State employees participating in the voluntary insurance plans are the property of the State and shall be returned to the State. This information cannot be used for marketing to State employees following termination of the Exclusive Marketing Rights.

**3. Claims Payment and Service Obligations Upon Contract Termination.**

Payment for all claims in process and all related service for enrollees in claims payment status shall continue to be provided for the duration of the obligation under the insurance contract.

**4. Continuation of Employee Coverage Upon Contract Termination.**

Upon termination or expiration of the contract, the State will notify employees of the successor Contractor and the process whereby coverage can be transitioned or elected. All correspondence between the terminated Contractor and the State employee or enrollee regarding continuation of coverage through the terminated Contractor shall be reviewed and approved by the State prior to its release.

**EXHIBIT B**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide services in complete compliance with the terms and conditions specified in Exhibit A at no cost to the State of New Hampshire.

**2. PERFORMANCE GUARANTEES**

**METLIFE**

MetLife places 1% of premium at risk to be split between the applicable coverage categories above. Based on current participation levels 1% equates to a total of \$14,000 at risk. This dollar amount may vary depending on actual participation and annual premium.

MetLife shall receive, from designated customer respondents, an average of at least a 5 rating on a 7 point scale to the question, "Overall Satisfaction with the Implementation" on the MetLife Post Implementation survey.

**BOSTON MUTUAL**

Boston Mutual Performance Standards – Attachment A

**ALLUMBAUGH**

Allumbaugh agrees to meet the customer service metrics in the table below, to be reviewed annually. Failure to meet either metric will result in Allumbaugh paying the State the Amount at Risk.

Voluntary Short Term Disability (Metlife)		\$11,000
Critical Illness Insurance (Metlife)		\$3,000
Employee Accident Insurance (Boston Mutual)	See Attachment A	
Allumbaugh Customer Service	A response standard of same day response is met 80% of the time	\$1,000
Allumbaugh Customer Service	A response standard of two business days is met 95% of the time	\$1,000
<b>TOTAL</b>		<b>\$16,000</b>

**EXHIBIT C**

**SPECIAL PROVISIONS**

There are no special provisions to this contract.

**APPENDIX A**

**VOLUNTARY BENEFITS DEDUCTION REGISTER FILE FORMAT**

COMPANY	10	Identifies statewide reporting
NAME	STATE OF NEW HAMPSHIRE	Name of company
BEG-DATE	5/2/2014	Pay Period Begin Date
END-DATE	5/15/2014	Pay Period Check Date
DED-CLASS	VOL	Identifies many deduction codes to one output for reporting purposes
CLASS-DESC	VOL BENEFITS	Long description of deduction class
DED-CODE	3301	Deduction Code Number
CODE-DESC	26 WEEK SHORT TERM DISABILITY	Deduction Code Description
PROCESS-LEVEL	9600	Agency Number
PL-NAME	TRANSPORTATION DEPT OF	Agency Name
EMPLOYEE	123456	Employee Identification Number
FULL-NAME	DOE, JANE	Employee Name
FICA-NBR	XXX-XX-XXXX	Social Security Number
CHECK-NBR	10386840	Employee Check Number
CHECK-DATE	5/2/2014	Pay Period Start Date
DED-AMT	19.24	Employee Deduction Amount
CODE-TOTAL	19.24	Deduction code total by Employee
PROCESS-LEVEL-2	9600	Agency Number for totals by deduction code
CODE-TOTAL-2	7004.32	Deduction code total by agency
PROCESS-LEVEL-3	9600	Agency Number for totals by deduction Class
CLASS-TOTAL	7004.32	Deduction Class total by agency
CODE-TOTAL-3	82820.54	Grand Total by Deduction Code
CLASS-TOTAL-2	82820.54	Grand Total by Deduction Class

**APPENDIX B**

**Voluntary Short Term Disability Rates**

<b>Voluntary STD—Plan 0/7/26</b>	
<b>Age Band</b>	<b>Allumbaugh - MetLife</b>
17 – 24	\$ 0.970
25 – 29	\$ 1.019
30 – 34	\$ 1.044
35 – 39	\$ 0.945
40 – 44	\$ 0.945
45 – 49	\$ 1.019
50 – 54	\$ 1.243
55 – 59	\$ 1.541
60 – 64	\$ 1.890
65 – 70	\$ 2.238

<b>Voluntary STD—Plan 14/14/52</b>	
<b>Age Band</b>	<b>Allumbaugh - MetLife</b>
17 – 24	\$ 1.019
25 – 29	\$ 1.071
30 – 34	\$ 1.097
35 – 39	\$ 0.992
40 – 44	\$ 0.992
45 – 49	\$ 1.071
50 – 54	\$ 1.306
55 – 59	\$ 1.619
60 – 64	\$ 1.985
65 – 70	\$ 2.351

**Voluntary Employee Accident Insurance Rates**

<b>Allumbaugh— Boston Mutual</b>	
<b>Rate Tier</b>	<b>Monthly Rates</b>
<b>Base Plan - off the job only</b>	
Employee Only	\$11.49
Employee & Spouse Only	\$17.25
Employee & Children Only	\$23.32
Employee Spouse & Children	\$29.04
<b>Enhanced Emergency Room Benefit Rider - per \$100 Benefit (max 3 units)</b>	
Employee Only	\$0.82
Employee & Spouse Only	\$1.60
Employee & Children Only	\$3.03
Employee Spouse & Children	\$3.77
<b>Enhanced Physician Office/Urgent Care Benefit Rider - per \$25 benefit (max 2 units)</b>	
Employee Only	\$0.52
Employee & Spouse Only	\$1.04
Employee & Children Only	\$1.26
Employee Spouse & Children	\$1.78

**Voluntary Critical Illness Rates**  
Non-Tobacco User

Rate Tier	Age Band	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
<b>Employee</b>	18-35	\$4.55	\$6.83	\$9.10	\$11.38	\$13.65	\$15.93	\$18.20	\$20.48	\$22.75
	36-45	\$10.70	\$16.05	\$21.40	\$26.75	\$32.10	\$37.45	\$42.80	\$48.15	\$53.50
	46-55	\$23.50	\$35.25	\$47.00	\$58.75	\$70.50	\$82.25	\$94.00	\$105.75	\$117.50
	56-60	\$35.10	\$52.65	\$70.20	\$87.75	\$105.30	\$122.85	\$140.40	\$157.95	\$175.50
	61-65	\$43.90	\$65.85	\$87.80	\$109.75	\$131.70	\$153.65	\$175.60	\$197.55	\$219.50
	66+	\$55.70	\$83.55	\$111.40	\$139.25	\$167.10	\$194.95	\$222.80	\$250.65	\$278.50
<b>1 Parent Family</b>	18-35	\$9.20	\$13.80	\$18.40	\$23.00	\$27.60	\$32.20	\$36.80	\$41.40	\$46.00
	36-45	\$21.90	\$32.85	\$43.80	\$54.75	\$65.70	\$76.65	\$87.60	\$98.55	\$109.50
	46-55	\$47.90	\$71.85	\$95.80	\$119.75	\$143.70	\$167.65	\$191.60	\$215.55	\$239.50
	56-60	\$71.50	\$107.25	\$143.00	\$178.75	\$214.50	\$250.25	\$286.00	\$321.75	\$357.50
	61-65	\$89.20	\$133.80	\$178.40	\$223.00	\$267.60	\$312.20	\$356.80	\$401.40	\$446.00
	66+	\$113.30	\$169.95	\$226.60	\$283.25	\$339.90	\$396.55	\$453.20	\$509.85	\$566.50
<b>2 Parent Family</b>	18-35	\$11.10	\$16.65	\$22.20	\$27.75	\$33.30	\$38.85	\$44.40	\$49.95	\$55.50
	36-45	\$23.80	\$35.70	\$47.60	\$59.50	\$71.40	\$83.30	\$95.20	\$107.10	\$119.00
	46-55	\$49.80	\$74.70	\$99.60	\$124.50	\$149.40	\$174.30	\$199.20	\$224.10	\$249.00
	56-60	\$73.40	\$110.10	\$146.80	\$183.50	\$220.20	\$256.90	\$293.60	\$330.30	\$367.00
	61-65	\$91.10	\$136.65	\$182.20	\$227.75	\$273.30	\$318.85	\$364.40	\$409.95	\$455.50
	66+	\$115.20	\$172.80	\$230.40	\$288.00	\$345.60	\$403.20	\$460.80	\$518.40	\$576.00

**Voluntary Critical Illness Rates**  
Tobacco User

Rate Tier	Age Band	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
<b>Employee</b>	18-35	\$7.45	\$11.18	\$14.90	\$18.63	\$22.35	\$26.08	\$29.80	\$33.53	\$37.25
	36-45	\$18.90	\$28.35	\$37.80	\$47.25	\$56.70	\$66.15	\$75.60	\$85.05	\$94.50
	46-55	\$39.50	\$59.25	\$79.00	\$98.75	\$118.50	\$138.25	\$158.00	\$177.75	\$197.50
	56-60	\$59.30	\$88.95	\$118.60	\$148.25	\$177.90	\$207.55	\$237.20	\$266.85	\$296.50
	61-65	\$74.60	\$111.90	\$149.20	\$186.50	\$223.80	\$261.10	\$298.40	\$335.70	\$373.00
	66+	\$96.20	\$144.30	\$192.40	\$240.50	\$288.60	\$336.70	\$384.80	\$432.90	\$481.00
<b>1 Parent Family</b>	18-35	\$15.10	\$22.65	\$30.20	\$37.75	\$45.30	\$52.85	\$60.40	\$67.95	\$75.50
	36-45	\$36.50	\$54.75	\$73.00	\$91.25	\$109.50	\$127.75	\$146.00	\$164.25	\$182.50
	46-55	\$80.60	\$120.90	\$161.20	\$201.50	\$241.80	\$282.10	\$322.40	\$362.70	\$403.00
	56-60	\$120.90	\$181.35	\$241.80	\$302.25	\$362.70	\$423.15	\$483.60	\$544.05	\$604.50
	61-65	\$151.80	\$227.70	\$303.60	\$379.50	\$455.40	\$531.30	\$607.20	\$683.10	\$759.00
	66+	\$195.80	\$293.70	\$391.60	\$489.50	\$587.40	\$685.30	\$783.20	\$881.10	\$979.00
<b>2 Parent Family</b>	18-35	\$17.00	\$25.50	\$34.00	\$42.50	\$51.00	\$59.50	\$68.00	\$76.50	\$85.00
	36-45	\$38.40	\$57.60	\$76.80	\$96.00	\$115.20	\$134.40	\$153.60	\$172.80	\$192.00
	46-55	\$164.90	\$247.35	\$329.80	\$412.25	\$494.70	\$577.15	\$659.60	\$742.05	\$824.50
	56-60	\$122.80	\$184.20	\$245.60	\$307.00	\$368.40	\$429.80	\$491.20	\$552.60	\$614.00
	61-65	\$153.70	\$230.55	\$307.40	\$384.25	\$461.10	\$537.95	\$614.80	\$691.65	\$768.50
	66+	\$197.70	\$296.55	\$395.40	\$494.25	\$593.10	\$691.95	\$790.80	\$889.65	\$988.50

## ATTACHMENT A

### **Boston Mutual Performance Standards Voluntary Worksite Insurance Coverage**

Boston Mutual believes that long-term client satisfaction rests in the simplicity and efficiency of its administrative systems and our ability to provide exceptional customer service and support. Our systems and processes are based upon the knowledge we've gained with over 30 years of experience servicing over 5,500 client accounts. A dedicated support department services our client companies. To assure continuity, comfort and timeliness of service, each client is assigned an individual account representative.

Client companies with computerized payroll systems may interface with Boston Mutual electronically. This arrangement nearly totally eliminates burdens on client bookkeeping and payroll staffs. Boston Mutual's individual account representatives work directly with client personnel to create mutually acceptable systems and processes. Other clients may utilize Boston Mutual's state of the art WEB Billing system. In either case, premiums and electronic information are submitted to Boston Mutual on a monthly basis. Boston Mutual has the ability to address virtually any client payroll frequency.

Our customer service hours of operation are 8:00 am to 5:00 pm EST (Mon-Fri). An 800 number is available to both client management personnel and to employees. We offer a separate direct line for Spanish speaking employees. In addition to Spanish, we also have employees that speak many other languages. We strive to answer all calls to our toll free customer service line within 60 seconds. Our average is 25 seconds. All telephone calls are responded to within 24 hours. All basic inquiries and correspondence from our policyholders is answered within 5 days.

Our service standard for policy issue is to mail all policies within 10 to 20 days, with 50% being mailed within 10 days.

When it comes to claims, we recognize that the payment of benefits is the one true tangible aspect of our business.

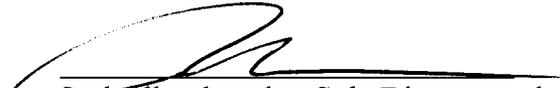
To this end, we strive to provide a courteous and expeditious experience in the processing of all claims.

- We only request information necessary to the determination of a claim.
- Eligible claims are paid promptly and accurately, within an average of 5 working days following receipt of all necessary information.
- If a claim is not eligible, we provide a detailed explanation to the claimant as allowed by State Statute.
- Claim forms, as well as many of our policy change and service forms are available on our website for easy access at [www.bostonmutual.com](http://www.bostonmutual.com).

**CORPORATE ACTION BY CONSENT OF  
THE BOARD OF DIRECTORS  
OF  
NATIONAL WORKSITE BENEFIT GROUP, INC.  
d/b/a THE ALLUMBAUGH AGENCY**

As permitted by law, the undersigned Director, being the sole Director of the above Corporation, unanimously adopts the following corporate action without a meeting:

Authorization of Corporate Action: President, Joel Allumbaugh, is authorized to take all actions and to sign all documents reasonably needed to enter into a contract with the State of New Hampshire to provide insurance and insurance-related products and services to the State and its employees.

  
Joel Allumbaugh – Sole Director and  
Shareholder

9-23-15  
Date

  
Signature of Notary Public

*Carol A. Bockman  
Notary Public, Maine  
My Commission Expires May 20, 2018*

# 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 National Worksite Benefit Group, Inc., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on July 11, 2015. I further certify that all fees 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 3<sup>rd</sup> day of August, 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)

7/21/2015

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).

<b>PRODUCER</b> Bowen Ins. Agency, LLC 54 County Road  Turner ME 04282		<b>CONTACT NAME:</b> Eric Bowen <b>PHONE (A/C No. Ext.):</b> (207) 212-7332 <b>FAX (A/C No.):</b> (207) 225-2106 <b>E-MAIL ADDRESS:</b> rick@sevigneygroup.com	
<b>INSURED</b> NATIONAL WORKSITE BENEFIT GROUP DBA The Allumbaugh Agency 6 East Chestnut St. Suite 520 Augusta ME 04330		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Insurance NAIC # 29424 <b>INSURER B:</b> Vermont Mutual <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL1572104971

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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			BP28004597	6/16/2015	6/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA16001160	10/20/2013	10/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	04WECLF8128	6/16/2015	6/16/2016	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire, New Hampshire Purchase and Property 25 Capitol Street Concord, NH 03301-6312	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  Eric Bowen/RICK
---	--

and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction  
on  
Thursday, July 30, 2015  
at  
10:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 131 SOUTH RD, DEERFIELD, Rockingham County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s) title see deed recorded with the Rockingham County Registry of Deeds in Book 4528, Page 126.

**NOTICE**

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

**TERMS OF SALE**

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on June 30, 2015.

U.S. BANK TRUST, N.A. AS TRUSTEE FOR LSP9 MASTER PARTICIPATION TRUST  
By its Attorneys,  
Erika L. Vogel, Esquire,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
201404-0273 - PRP

(UL - July 8, 15, 22)

...THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

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Dated at Newton, Massachusetts, on June 30, 2015.

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
By its Attorneys,  
Joshua Ryan-Polczinski, Esquire,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
201505-0174 - YEL

(UL - July 8, 15, 22)

Going Online?  
See more public notices at  
[www.unionleader.com](http://www.unionleader.com)

**Legal Notice**

**PUBLIC NOTICE  
INVITATION TO BID**

The State of New Hampshire is soliciting bids for Voluntary Benefits. Specifications and bid forms may be obtained at <http://admin.state.nh.us/purchasing/bids/posted/dte.asp>. Bid #2016-178 or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, NH. All bids must be submitted to the Bureau of Purchasing no later than 11:00 A.M. on Monday, August 3, 2015.

Robert D. Stowell, Administrator  
Administrative Services  
(UL - July 21, 22, 23)

Consider this deal, which features good defense. South reached four spades as shown, and West led the five of hearts. When dummy came down, East realized that the contract would almost certainly be made unless West held the doubleton ace of

East dealer.

East-West vulnerable.

**NORTH**

♦ K Q 9  
♥ 4  
♦ A K J 5 3  
♣ 9 6 5 3

**WEST**

♠ 7 4  
♥ J 9 8 5 2  
♦ 10 9 7 4  
♣ A Q

**EAST**

♠ 6 3  
♥ A K Q 10 7  
♦ 8 2  
♣ K 10 7 2

**SOUTH**

♠ A J 10 8 5 2  
♥ 6 3  
♦ Q 6  
♣ J 8 4

The bidding:

East	South	West	North
1♥	2♠	3♥	4♠

Opening lead — five of hearts.

suit and handing declarer the contract.

So, in an effort to forestall this possibility, East won the opening heart with the ace instead of the queen, which would have been more normal. He was trying to sell West the idea that declarer had the king of hearts, and in that way influence West to think that East had to have the king of clubs to justify his opening bid.

The scheme worked out exactly as planned. When East returned the deuce of clubs at trick two, West contributed his share by winning the trick with the ace and returning the queen. East then overtook the queen with the king and returned the seven for West to ruff, and the contract went down one.

Tomorrow: It pays to be extravagant.

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**JUMBLE**

THAT SCRAMBLED WORD GAME  
by David L. Hoyt and Jeff Knurek

Unscramble these four Jumbles, one letter to each square, to form four ordinary words.

UGEND  
O O O O  
VEPOR  
X O O O  
DOINE  
O O O O  
COLLS  
O O O O



Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

Answer here: " O O O O O O O O " (Answers tomorrow)

Yesterday's Jumbles: MOTTO HONEY TONGUE VENDOR  
Answer: When Michael Collins piloted the Apollo 11 command module on 7-21-69, he was — OVER THE MOON

**KIDS**

The gift card Dillon's uncle gift card for to try and sp choices are: Arcade pass passes: \$22. come as clos spending all



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State 59720