



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31786-00127	Edison ID 47501	Contract # 47501	Amendment # 1
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Contractor Legal Entity Name Metropolitan Life Insurance Company	Edison Vendor ID 190862
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Amendment Purpose & Effect(s)
Rate increase and extension of the contract

Amendment Changes Contract End Date: YES NO End Date: 12/31/2018

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 28,299,000.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016			\$15,500,000		\$15,500,000
2017			\$31,000,000		\$31,000,000
2018			\$28,507,000		\$28,507,000
2019			\$15,292,000		\$15,292,000

TOTAL: **\$90,299,000.00**

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Veronica Cleman 8/24/17

CPO USE

Speed Chart (optional)	Account Code (optional)
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**AMENDMENT ONE OF
CONTRACT 47501**

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, and Local Government Insurance Committee, hereinafter referred to as the "State" and Metropolitan Life Insurance Company, hereinafter referred to as the "Contractor". For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on October 1, 2015, and extend for a period of thirty-nine (39) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. **Renewal Options.** This contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty - six (66) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Ninety Million Two Hundred Ninety Nine Thousand dollars (\$90,299,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.3. Payment Methodology. The Contractor shall be compensated based on the level of coverage in the Dental Preferred Provider Organization (DPPO) Insurance Program elected by Subscribers and the premium rates presented below, in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services defined in Section A *Pro Forma* Contract.
- b. The Contractor shall be compensated based upon the following payment methodology:

(1) For service performed from January 1, 2016, through December 31, 2018, the following rates shall apply:

Four Tiered Guaranteed Monthly Premiums for Active Subscribers	Calendar Year 2016 1/1/2016 - 12/31/2016	Calendar Year 2017 1/1/2017 - 12/31/2017	Calendar Year 2018 1/1/2018 - 12/31/2018
Employee	\$21.51 /Active Subscriber	\$22.37 /Active Subscriber	\$23.18 /Active Subscriber
Employee + Spouse	\$40.69/Active Subscriber	\$42.32 /Active Subscriber	\$43.84 /Active Subscriber
Employee + Child(ren)	\$49.46/Active Subscriber	\$51.44 /Active Subscriber	\$53.29 /Active Subscriber

Employee + Spouse + Child(ren)	\$79.62/Active Subscriber	\$82.80 /Active Subscriber	\$85.78 /Active Subscriber
Four Tiered Guaranteed Monthly Premiums for Retiree Subscribers	Calendar Year 2016 1/1/2016 - 12/31/2016	Calendar Year 2017 1/1/2017 - 12/31/2017	Calendar Year 2018 1/1/2018 - 12/31/2018
Retiree	\$27.77/Retiree Subscriber	\$28.88 /Retiree Subscriber	\$29.92 /Retiree Subscriber
Retiree + Spouse	\$52.54/Retiree Subscriber	\$54.64 /Retiree Subscriber	\$56.61 /Retiree Subscriber
Retiree + Child(ren)	\$63.86/Retiree Subscriber	\$66.41 /Retiree Subscriber	\$68.80 /Retiree Subscriber
Retiree + Spouse + Child(ren)	\$102.80/Retiree Subscriber	\$106.91/Retiree Subscriber	\$110.76 /Retiree Subscriber

D. 31 Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective August 1, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

METROPOLITAN LIFE INSURANCE COMPANY:



June 22, 2017

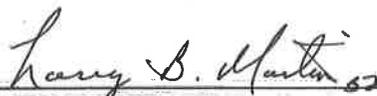
SIGNATURE

DATE

Michael McDermott, Vice President

PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE,
LOCAL GOVERNMENT INSURANCE COMMITTEE:



LARRY B. MARTIN, CHAIRMAN

6-26-17

DATE