



# CONTRACT AMENDMENT

Agency Tracking # 31786-00019	Edison ID 2034	Contract # FA-06-16434-00	Amendment # 3
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Contractor Legal Entity Name Provident Life Insurance Company	Edison Vendor ID 91583
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**Amendment Purpose & Effect(s)**  
 Add the prohibition of illegal immigrant language and the Voluntary Buyout Program previously approved by Fiscal Review Committee for inclusion in Amendment # 2 but inadvertently omitted from that contract amendment for the optional universal life insurance services.

Amendment Changes Contract End Date:  YES  NO      End Date: December 31, 2012

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **N/A**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006			\$11,500,000.00		\$11,500,000.00
2007			\$2,000,000.00		\$2,000,000.00
2008			\$2,000,000.00		\$2,000,000.00
2009			\$2,000,000.00		\$2,000,000.00
2010			\$2,050,000.00		\$2,050,000.00
2011			\$2,000,000.00		\$2,000,000.00
2012			\$2,000,000.00		\$2,000,000.00
<b>TOTAL:</b>			<b>\$23,550,000.00</b>		<b>\$23,550,000.00</b>

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.

*Maureen Aldrey/ea*

OCR USE  
**FA0616434-03**

Speed Chart (optional) 1A-00000098	Account Code (optional) 79005000
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**AMENDMENT THREE  
TO FA-06-16434-00**

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, hereinafter referred to as the "State" and Provident Life and Accident Insurance Company, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section D.20.

- D.20. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

2. The following is added as Contract section E.17.



E.17. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

3. Contract Attachment B attached hereto is added as a new attachment.

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 December 1, 2011. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY:

*Sharon Johnson*  
SIGNATURE

11/22/11  
DATE

*Sharon Johnson*

PRINTED NAME AND TITLE OF SIGNATORY (above)



STATE OF TENNESSEE,  
STATE INSURANCE COMMITTEE:

*Mark A. Emkes*

MARK A. EMKES, CHAIRMAN

DATE



**ATTACHMENT B**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	Edison Contract Number 2034
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Provident Life Insurance Company
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	62-0331200

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

*Sharon Johnson*

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor

*Sharon Johnson Director, HR Response Team*

**PRINTED NAME AND TITLE OF SIGNATORY**

*11/22/11*

**DATE OF ATTESTATION**