



# CONTRACT AMENDMENT

<b>Agency Tracking #</b> 31786-00019	<b>Edison ID</b> 2034	<b>Contract #</b> FA-06-16434- 00	<b>Amendment #</b> 4		
<b>Contractor Legal Entity Name</b> Provident Life Insurance Company			<b>Edison Vendor ID</b> 91583		
<b>Amendment Purpose &amp; Effect(s)</b> Extend the contract to provide coverage under the optional universal life insurance plan until there are no longer any individuals covered under the plan.					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> Indefinite (Perpetual)			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$10,000,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
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
2013			\$10,000,000.00		\$10,000,000.00
<b>TOTAL:</b>			<b>\$33,550,000.00</b>		<b>\$33,550,000.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> 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.			<i>OCR USE</i>		
					
<b>Speed Chart (optional)</b> IA-00000098		<b>Account Code (optional)</b> 79005000 			



**AMENDMENT FOUR  
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 text of Contract Section A.1.14 is deleted in its entirety and replaced with the following:  

A.1.14 Provide information on annual enrollment period options in calendar years 2012, 2013, and 2014 to current participants at their home address.
2. The text of Contract Section A.1.16 is deleted in its entirety.  

A.1.16 **TEXT DELETED**
3. The text of Contract Section A.1.20 is deleted in its entirety and replaced with the following:  

A.1.20 Maintain a service office to process claims and assist with inquiries, correspondence, unusual claim situations or problems, and related matters.
4. The text of Contract Section A.1.23 is deleted in its entirety and replaced with the following:  

A.1.23 Attend administrative meetings scheduled at the discretion of the state to discuss operational issues, customer service concerns, plan financial experience, and annual enrollment period activities.
5. The text of Contract Section A.1.24 is deleted in its entirety and replaced with the following:  

A.1.24 For the 2012, 2013 and 2014 Annual Enrollment Transfer Periods the Contractor agrees to provide notification to employee plan participants that indicate the type of coverage increases available, premium amounts and policy terms and conditions. Such notification shall be provided to the qualified employees' home address.
6. The text of Contract Section A.2.1 is deleted in its entirety and replaced with the following:  

A.2.1 The Contractor shall maintain, in its computer system, in-force enrollment records of all Universal Life Insurance plan insured members.
7. The text of Contract Section A.3.1 is deleted in its entirety and replaced with the following:  

A.3.1 The Contractor shall support employee payroll deductions and direct payments made to the Contractor. Employees will make premium payments for themselves and their dependent(s) through payroll deductions. The Contractor is responsible for collecting premiums for retirees and former employees exercising a portability option under the group master policy.
8. The text of Contract Section A.3.2 is deleted in its entirety.  

A.3.2 **TEXT DELETED**
9. The text of Contract Section A.3.3 is deleted in its entirety.  

A.3.3 **TEXT DELETED**



10. The text of Contract Section A.3.5 is deleted in its entirety.

A.3.5 **TEXT DELETED**

11. The text of Contract Section A.3.7 is deleted in its entirety.

A.3.7 **TEXT DELETED**

12. The text of Contract Section A.3.8 is deleted in its entirety.

A.3.8 **TEXT DELETED**

13. The text of Contract Section A.4.1 is deleted in its entirety and replaced with the following:

A.4.1 Make payroll deduction of the premium, as elected by the participating employees, and remit those funds to the Contractor within forty five (45) days of receipt by the State of the monthly billing file from the Contractor.

14. The text of Contract Section A.4.4 is deleted in its entirety and replaced with the following:

A.4.4 Provide, on a weekly basis, a full eligibility population file, until February 1, 2013.

15. The text of Contract Section A.4.5 is deleted in its entirety and replaced with the following:

A.4.5 Provide, on a monthly basis, the premiums collected file.

16. The text of Contract Section B.1 is deleted in its entirety and replaced with the following:

B.1 Contract Term. This contract shall be effective for the period commencing on September 1, 2005 and ending when there are no longer any individuals with insurance coverage under the optional universal life insurance plan. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

17. The text of Contract Section B.2 is deleted in its entirety and replaced with the following:

B.2 Term Extension. The State reserves the right to have this contract remain effective until the last enrolled member covered under the plan referenced in Section A.1.1, is either deceased and all benefits have been paid, or voluntarily withdraws from the plan. The Universal Life policy established by this contract in Section A.1.1 shall be perpetual unless terminated in accordance with this Contract.

18. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. From September 1, 2005 to December 31, 2012, in no event shall the maximum liability of the State under this Contract exceed Twenty-three million, five hundred fifty thousand Dollars (\$23,550,000.00). Beginning January 1, 2013, the maximum liability will be increased to Thirty-three million, five hundred fifty thousand dollars (\$33,550,000.00) with additional funding being added via amendment until the termination of this contract, the total maximum liability of the State shall not exceed the compensation due the Contractor based on the service rates in Section C.3 for enrolled plan participants. The rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the



Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

19. The text of Contract Section C.3 is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the amount of insurance elected by Plan Participants and the Premium Rates, the Administrative Fees, the Cost of Insurance rates and the other financial charges listed below in a total amount not to exceed the Contract Maximum Liability (Section C.1).

These rates shall be in effect for the initial three year contract term (September 1, 2005 – June 30, 2008) and for the remainder of the term of the contract and any extensions thereof:

**C.3.1 Monthly Premium Rates per \$1000 of Coverage: Life only charges**

Issue Age	Premium Rate/\$1000 (Employees & Spouses)	Issue Age	Premium Rate/\$1000 (Employees & Spouses)	Issue Age	Premium Rate/\$1000 (Employees & Spouses)
15	\$0.19	36	\$0.58	56	\$2.43
16	0.20	37	0.62	57	2.53
17	0.21	38	0.66	58	2.64
18	0.22	39	0.70	59	2.74
19	0.23	40	0.76	60	2.83
20	0.24	41	0.81	61	2.97
21	0.25	42	0.86	62	3.12
22	0.26	43	0.93	63	3.28
23	0.27	44	1.00	64	3.44
24	0.29	45	1.07	65	3.61
25	0.30	46	1.16	66	3.80
26	0.32	47	1.25	67	3.99
27	0.34	48	1.36	68	4.19
28	0.35	49	1.48	69	4.41
29	0.37	50	1.61	70	4.64
30	0.40	51	1.76	71	4.88
31	0.42	52	1.93	72	5.14
32	0.44	53	2.13	73	5.42
33	0.47	54	2.36	74	5.71
34	0.51	55	2.31	75	6.03
35	0.54				

The above rates may not be increased. The above rates may be decreased by the Contractor upon notification to the State.

**C.3.1.1. Monthly Premium Rates per \$1000 of Coverage: Waiver of Premium only charges**

Issue Age	Waiver of Premium Rate/\$1000 (Employees & Spouses)	Issue Age	Waiver of Premium Rate/\$1000 (Employees & Spouses)	Issue Age	Waiver of Premium Rate/\$1000 (Employees & Spouses)
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15	\$0.01	36	\$0.02	56	\$0.21
16	0.01	37	0.02	57	0.24
17	0.01	38	0.02	58	0.27
18	0.01	39	0.02	59	0.30
19	0.01	40	0.03	60	0.00
20	0.01	41	0.03	61	0.00
21	0.01	42	0.03	62	0.00
22	0.01	43	0.03	63	0.00
23	0.01	44	0.04	64	0.00
24	0.01	45	0.04	65	0.00
25	0.01	46	0.05	66	0.00
26	0.01	47	0.05	67	0.00
27	0.01	48	0.06	68	0.00
28	0.01	49	0.07	69	0.00
29	0.01	50	0.08	70	0.00
30	0.01	51	0.09	71	0.00
31	0.01	52	0.11	72	0.00
32	0.01	53	0.13	73	0.00
33	0.01	54	0.15	74	0.00
34	0.02	55	0.17	75	0.00
35	0.02				

The above rates may not be increased. The above rates may be decreased by the Contractor upon notification to the State.

### C.3.2. Monthly Cost of Insurance Rates/\$1000 of Coverage

Attained Age	COI Rate/\$1000 (Employees & Spouses)	Attained Age	COI Rate/\$1000 (Employees & Spouses)	Attained Age	COI Rate/\$1000 (Employees & Spouses)
15	\$.04356	42	\$.13033	69	\$1.61533
16	.05313	43	.14415	70	1.77241
17	.05808	44	.15938	71	1.94491
18	.06198	45	.17638	72	2.13566
19	.06517	46	.19479	73	2.34849
20	.06765	47	.21427	74	2.58796
21	.06871	48	.23552	75	2.85794
22	.06871	49	.25819	76	3.16088
23	.06800	50	.28298	77	3.49994
24	.06694	51	.30990	78	3.87651
25	.06552	52	.34000	79	4.28955
26	.06375	53	.37294	80	4.74010
27	.06198	54	.40871	81	5.22572
28	.06127	55	.44838	82	5.74674
29	.06056	56	.49194	83	6.30914
30	.06021	57	.53975	84	6.92063
31	.06092	58	.59288	85	7.58051
32	.06198	59	.65167	86	8.28948
33	.06410	60	.71613	87	9.04683
34	.06729	61	.78660	88	9.85010
35	.07119	62	.86240	89	10.69091
36	.07579	63	.94421	90	11.56607
37	.08146	64	1.03346	91	12.47489
38	.08854	65	1.11990	92	13.41806
39	.09669	66	1.22648	93	14.39491



40	.10625	67	1.34394	94	15.40611
41	.11794	68	1.47297		

The currently charged Cost of Insurance Rates (based on 1980-CSO-B Mortality Table), will not change unless:

- The Contractor will be authorized to implement an actuarially justified increase in the then existing cost of insurance rates if the net death benefits paid for three successive calendar years exceeds 125% of the aggregate cost of insurance premiums collected during the same successive periods. The 125% threshold must be crossed in each of the successive, individual calendar years for an increase in the cost of insurance rates to be authorized. If the threshold test is met for two successive calendar years, the Contractor will provide notice to the State by April 1 following the end of the second calendar year. If during the third successive calendar year the threshold is met, the Contractor is authorized to increase the cost of insurance rates to be effective no earlier than the following April 1 and no later than the following July 1.
- Should such an increase of the cost of insurance rates as described above be authorized, and implemented, as a result of adverse experience, the Contractor will implement an actuarially justified decrease in the then existing cost of insurance rates if the net death benefits paid for three successive calendar years is less than 75% of the aggregate cost of insurance premium collected during the same successive periods. The 75% threshold must be crossed in each of the successive, individual calendar years for a decrease in the cost of insurance rates to be required. If the threshold test is met for two successive calendar years, the Contractor will provide notice to the State by April 1 following the end of the second calendar year. If during the third successive calendar year the threshold is met, the Contractor will reduce the cost of insurance rates to be effective no earlier than the following April 1 and no later than the following July 1.

The three year period to evaluate net death benefits compared to the aggregate amounts generated by the current cost of insurance rates are not to be a rolling three years, but would reset after a modification to the then current cost of insurance rates. Calendar year 2013 experience results will be the first year of the initial three successive calendar year period for comparison of results as described above.

**C.3.3 Administrative Fee**

The Contractor's per payment Administrative Fee for the administration of the Optional Universal Life Insurance coverage is:

- \$1.00 per Certificate per month if premium paid annually or by payroll deduction
- \$1.00 per Certificate per premium deduction collection, if paid by any other method

The Administrative Fee cannot be increased. This fee may be reduced by the Contractor upon notification to the State.

**C.3.4. Percent of Premium Loads**

The Contractor shall maintain the following percent of Premium Loads throughout the term of the contract:

Year One	0%	Year Five	0%
Year Two	0%	Year Six	0%
Year Three	0%	Year Seven	0%
Year Four	0%	Year Eight through end of contract	0%

This fee cannot be increased.



**C.3.5. Asset Based Charges**

The Contractor shall maintain the following Asset Based Charges, expressed as percent of Cash Values, throughout the term of the contract:

Year One	0%	Year Five	0%
Year Two	0%	Year Six	0%
Year Three	0%	Year Seven	0%
Year Four	0%	Year Eight through end of contract	0%

This fee cannot be increased.

**C.3.6 Surrender Charges**

The Contractor's Surrender Charges, as a percent of accumulated cash value, for individuals canceling participation in Optional Universal Life Insurance coverage are:

Year One	40%	Year Five	20%
Year Two	40%		
Year Three	40%		
Year Four	40%		

The Surrender Charges cannot be increased. These charges may be reduced by the Contractor upon notification to the State.

**C.3.7. Interest Crediting Rates**

The monthly interest crediting rate, beginning September 1, 2005 and ending June 30, 2008 shall be equal to one twelfth of the greater of:

- a minimum effective interest crediting rate of Five percent (5%) for year one of the contract; five percent (5%) for year two of the contract; and five percent (5%) for year three of the contract (Absolute Minimum); OR
- the published six month U. S. treasury bill discount rate, established as a result of the auction coinciding with or immediately following the 15th day of the month preceding the monthly anniversary date, plus ten basis points (Variable Rate); OR
- a rate declared quarterly, in advance, by the Contractor; OR
- four and one half percent (4.5%).

The monthly interest crediting rate, beginning July 1, 2008 and ending December 31, 2012 shall be equal to one twelfth of the greater of:

- a minimum effective interest crediting rate of five percent (5%); OR
- the published six month U. S. treasury bill discount rate, established as a result of the auction coinciding with or immediately following the 15th day of the month preceding the monthly anniversary date, plus fifty (50) basis points (Variable Rate); OR
- a rate declared quarterly, in advance, by the Contractor; OR
- four and one half percent (4.5%).

The monthly interest crediting rate, beginning January 1, 2013 and ending December 31, 2013 shall be equal to one twelfth (1/12) of:

- a minimum effective interest crediting rate of five percent (5%)

The monthly interest crediting rate, beginning January 1, 2014 until the expiration of the contract shall be equal to one twelfth (1/12) of the rate determined by using the following calculations:

- The Contractor will begin assessing the interest rate crediting change annually based on reported GAAP book portfolio yields of the Contractor US VB backing asset (net defaults and expenses) minus ninety-five (95) basis points as of September 30th (of



2013 for the first assessment) of the prior year. Any interest rate change will be effective on January 1st (of 2014 for the first assessment) of the current year. The monthly interest crediting rate will be changed to the portfolio yield rate (net defaults and expenses) minus ninety-five (95) basis points if the calculated spread is +/- 10 basis points of the current interest crediting rate. No changes will be implemented if the calculated spread remained within +/- 10 basis points of the current interest crediting rate. For any changes, the Contractor will round interest crediting rates to the nearest 10 basis point increment.

- The monthly interest crediting rate shall be no lower than the amount specified below for a specific calendar year

Calendar Year Interest Rate Floor

2013	4.50%
2014	4.25%
2015	4.00%
2016	3.75%
2017 and thereafter	3.50%

**C.3.8 Certificate Loan Interest Rate**

The Contractor agrees to the following annual Loan Interest Rates, for each of the six calendar years during the term of the contract – September 1, 2005 through December 31, 2012.

2005	7.5%
2006	7.5%
2007	7.5%
2008	7.5%
2009	7.5%
2010	7.5%
2011	7.5%
2012	7.5%
2013	7.5%
until the end of the contract	

The Certificate Loan Interest Rate cannot be increased. This rate may be reduced by the Contractor upon notification to the State.

**C.3.9 Monthly Premium Rates for Dependent Children**

- \$0.25 for \$2,500 in coverage
- \$0.50 for \$5,000 in coverage

The “Monthly Premium Rates for Dependent Children” cannot be increased during the duration of this contract. The rates may be reduced by the Contractor upon notification to the State.

20. The text of Contract Section C.4 is deleted in its entirety and replaced with the following:

C.4. Purchase Order in lieu of Invoicing. The State will generate a monthly purchase order and initiate payment of the purchase order, based upon payroll deduction information provided by the State, utilizing the rates listed above.

21. The text of Contract Section C.7 is deleted in its entirety and replaced with the following:

C.7. Payment of Purchase Order. A payment by the State shall not prejudice the State’s right to object to or question any payment, purchase order, or matter in relation thereto. A



payment by the State shall not be construed as acceptance of any part of the work or service provided.

22. The text of Contract Section C.8 is deleted in its entirety and replaced with the following:

C.8. Payment Reductions. The Contractor's payment shall be subject to reduction for amounts included in any purchase order or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

23. The text of Contract Section C.10 is deleted in its entirety and replaced with the following:

C.10. Prerequisite Documentation. The Contractor shall not be paid by the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

24. The text of Contract Section D.3 is deleted in its entirety and replaced with the following:

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

25. The text of Contract Section E.2 is deleted in its entirety and replaced with the following:

E.2 Beginning January 1, 2013 the maximum issue amount of insurance under the Optional Universal Life Insurance Program for an employee shall be five (5) times annual base salary, rounded to the next highest \$5,000 increment up to a maximum of \$300,000. The guarantee issue amount of insurance under the Optional Universal Life Insurance plan for an employee shall be three (3) times annual base salary, rounded to the next highest \$5,000 increment. Employees may select coverage in \$1000 increments with a minimum issue amount of \$5000 for each employee.

26. The text of Contract Section E.4.1 is deleted in its entirety and replaced with the following:

E.4.1 Employees initially employed on and after June 1, 2005 through December 31, 2012 may enroll within a full calendar month of the first day of work on a guaranteed issue and maximum issue basis. Coverage shall become effective on the first day of the month following three full months of employment. The newly hired employee may apply for employee only coverage, employee plus spouse coverage, or spouse only coverage. The spouse may be required to answer health questions for underwriting approval by the Contractor. A child term rider to an employee or spouse certificate may be added for existing eligible children at the same time the employee or spouse applies for coverage.



Employees hired on or after January 1, 2013 may not enroll in the state optional universal life insurance plan.

A spouse newly acquired on or before December 31, 2012 may apply for coverage. Spouse coverage may not be added on or after January 1, 2013.

An existing enrolled employee or spouse may add a child term rider when acquiring a first eligible child, without health questions, if enrolled within 30 days of the acquisition. Coverage under any existing child term rider will automatically include any subsequently acquired eligible children without application or notice to the Contractor.

Applications for coverage must be received by the Contractor no later than January 30, 2013. Applications with health questions which cannot be completed and certificates issued by the Contractor's underwriting staff in order to have an effective date on or before April 1, 2013 will be returned to the applicant with a Notice of Adverse Underwriting.

27. The text of Contract Section E.4.2 is deleted in its entirety and replaced with the following:

E.4.2 During the State's Annual Enrollment/Transfer Period (generally between October 1 and November 1) in calendar years 2012, 2013, and 2014; current participants may qualify to increase amounts of coverage by demonstrating insurability through the response to health questions. An increase in coverage shall become effective the first of January, February or March of the following year. Current participants may also elect during any of the State's Annual Enrollment/Transfer Periods to decrease the face amount effective January of the following year; however, the decrease cannot reduce the face amount to less than the minimum of \$5,000. The Contractor may decline a request to change coverage if the Contractor determines the change will cause the coverage to fail to qualify as life insurance under applicable tax law, as the Contractor interprets the law. An existing enrolled employee or spouse, who does not currently have child term coverage, may not apply for child coverage for existing eligible children during the State's Annual Enrollment /Transfer Period during the fall of 2012 or any subsequent Annual Enrollment/Transfer Period.

28. The text of Contract Section E.4.3 is deleted in its entirety and replaced with the following:

E.4.3 During the State's Annual Enrollment/Transfer Period (generally between October 1 and November 1) in calendar years 2012, 2013, and 2014; current employee participants may increase the face amount of their coverage by up to \$5,000 if that action will not exceed the guarantee issue amount or the maximum coverage amount for the Optional Universal Life insurance. The increase in the face amount of coverage shall become effective on January 1 of the following year.

29. The text of Contract Section E.8 is deleted in its entirety and replaced with the following:

E.8 The Contractor shall continue to administer the provisions of the State's Permaplan product until there are no longer any employees participating in Permaplan. The Contractor and the State shall permit participants in the State sponsored Permaplan coverage to roll over into the State optional universal life insurance plan through December 31, 2012. Permaplan participants on or after January 1, 2013 who desire to convert from Permaplan and enroll in another life insurance product will be offered a product other than the State optional universal life insurance plan that is currently marketed by the Contractor. In the event of a participant rollover, the Contractor shall credit (amount) years of participation toward the surrender charges.

30. The text of Contract Section E.10 is deleted in its entirety and replaced with the following:



E.10 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Sylvia D. Chunn, Procurements and Contracting Manager  
 Benefits Administration  
 312 Rosa L. Parks Ave.  
 26<sup>th</sup> Floor, WRS Tennessee Tower  
 Nashville, TN 37243  
 E-mail Address: [Sylvia.chunn@tn.gov](mailto:Sylvia.chunn@tn.gov)  
 Telephone: 615.253.8358  
 Fax: 615.253.8556

The Contractor:

Stephanie Smith  
 Assistant Vice President Voluntary Benefits Customer Acquisition  
 Unum  
 1 Fountain Square  
 Chattanooga, TN 37402  
 E-mail Address: [stephaniesmith@unum.com](mailto:stephaniesmith@unum.com)  
 Telephone: 423.294.8371  
 Fax: 423.294.1301

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

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 January 1, 2013. 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:**

SIGNATURE

DATE



Stephanie B. Smith, AVP Underwriting  
PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE OF TENNESSEE,  
STATE INSURANCE COMMITTEE:

Mark A. Emkes 4-11-13  
MARK A. EMKES, CHAIRMAN <sup>MOA</sup> DATE  
g