



**NEW YORK STATE DEPARTMENT OF CIVIL SERVICE
EMPLOYEE BENEFITS DIVISION**

NYPERL LONG TERM CARE

AGREEMENT #C000488

AMENDMENT #2

between

**NEW YORK STATE
DEPARTMENT OF CIVIL SERVICE**

and

**MEDAMERICA INSURANCE COMPANY
OF NEW YORK**

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE
and
MEDAMERICA INSURANCE COMPANY OF NEW YORK
NYPERL - LONG TERM CARE
AGREEMENT #C000488
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THIS Amendment #2 to Agreement #C000488 (“Agreement”) is entered into by the NEW YORK STATE DEPARTMENT OF CIVIL SERVICE ("DCS" or “Department”) and MEDAMERICA INSURANCE COMPANY OF NEW YORK (MedAmerica) (“Insurer”) referred to collectively as “the Parties.”

WHEREAS, Section 3.2.0 of The Agreement is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the Office of the State Comptroller of the State of New York; and

WHEREAS, Department of Financial Services Insurance Regulation #144 added a new Partnership for Long Term Care Program effective June 1, 2012 offering a lifetime maximum benefit duration of two years at the Nursing Home Daily Benefit Amount or four years at the Home Care Daily Benefit Amount (at half the nursing home rate). The Department has determined that the new Program option will be available under the New York State Public Employee and Retiree Long-Term Care Insurance Plan (NYPERL) for new enrollees as well as existing enrollees who file a written election to amend their NYPERL coverage; and

WHEREAS, effective June 1, 2012 the New York State Partnership for Long-Term Care participates in Reciprocity as offered in the Federal Deficit Reduction Act of 2005. This change allows NYPERL Insureds, that participate in the partnership option only, who relocate to one of the other participating states to take advantage of both asset protection and Medicaid Extended Coverage in those states at a dollar-for-dollar level based on the amount of Long Term Care insurance paid on their behalf; and

WHEREAS an Inflation Protection Option of 3.5% is available for current and new enrollees in NYPERL; and

WHEREAS, on November 28, 2012, the New York State Department of Financial Services approved a revised prospective premium rate structure for the non-partnership as well as the partnership NYPERL plans, which will be implemented on September 1, 2013. This prospective rate structure will not impact current NYPERL Insureds premium rates.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby amend the Agreement as follows:

- I. Section 32.4.0 of the Agreement is hereby revoked in its entirety and replaced with new Section 32.4.0 as follows:

32.4.0 The Insurer shall perform NYPERL Services as outlined in the RFP, Section III.B. including, but not limited to, the provision of insurance benefits under the Group Policy and Certificate of Insurance, Exhibit D, in such a manner so as to be in accordance with the requirements of the RFP and in compliance with the terms and conditions as set forth in the body of the Agreement, including, but not limited to, the following:

NON-PARTNERSHIP OPTION	
Provision Benefit	Definition
Plan Payment Model	Federal Tax Qualified Reimbursement of incurred expenses for qualified Long Term Care services with payment not to exceed the associated Daily Benefit Amount (DBA). If the DBA exceeds actual incurred expenses, the balance shall be pooled for future use by the Insured.
1. a. Employment Status or b. Retirement Status	Employees and Retirees of New York State or a Participating Employer or Participating Agency (including Vestees and Dependent Survivors) and their Dependents.

NON-PARTNERSHIP OPTION

Provision Benefit	Definition
2. Age Minimum/Maximum	18 years minimum/no maximum
3. Participation Requirements	None. Employee or Retiree (including Vestee or Dependent Survivor) participation is not required for participation of their Dependents.
<p align="center">Underwriting Criteria</p> <p align="center">Guaranteed Issuance</p> <p align="center"><i>Effective May 1, 2011, Guaranteed Issuance is not available to new enrollees.</i></p>	<p>Employees who apply for coverage during the initial enrollment period and newly eligible Employees who apply for coverage within 60 days of their hire date or the date they first meet the criteria for guarantee issue are guaranteed issuance of coverage. The initial enrollment period shall be not less than sixty (60) calendar days from the date NYPERL is first marketed to that individual or the earliest possible effective date of coverage, whichever is later. The earliest possible effective date for New York State employees is June 1, 2001. The Employee must meet NYPERL’s “Actively at Work Requirement.” To meet NYPERL’s Actively at Work Requirement the Employee must, on the day coverage is to begin, be at the employer’s place of business or at a location to which the employer’s business requires the Employee to travel and be able to fully perform the duties of the position for that Employee’s normal workday. It includes any day on which the Employee is on vacation or on authorized leave provided such absence is not due to illness or injury or Leave Without Pay. An Employee shall mean any person in the service of the employer (State, PE or PA) who is paid by the employer and who:</p> <ol style="list-style-type: none"> 1. is expected to work at least six biweekly pay periods; and 2. works at least half-time on a regular schedule; and 3. is on the payroll at the time of application; or 4. is in one of the following categories at the time of application: <ol style="list-style-type: none"> a. a local elected official; b. a paid member of a public legislative body; c. an unpaid board member of a public authority with at least six months service as a board member; or d. an unpaid or paid elected member of a school board.
<p align="center">Modified Guaranteed Issuance</p>	<p>Effective May 1, 2011, Employees who apply for coverage during the initial enrollment period and newly eligible Employees who apply for coverage within 60 days of their hire date or the date they first meet the “Actively at Work Requirement” are eligible for Modified Guaranteed Issue underwriting. The initial enrollment period shall be not less than sixty (60) calendar days from the date NYPERL is first available to that</p>

NON-PARTNERSHIP OPTION

Provision Benefit	Definition
	<p>individual or the earliest possible effective date of coverage, whichever is later.</p> <p>A person needing assistance or supervision in performing activities of daily living, such as walking, dressing, eating, taking medication, getting in and out of bed, bathing, toileting, bowel and bladder control or are currently receiving, or have received in the past 12 months: nursing home care, home care, or adult day care services, in most cases, will not be eligible for modified guaranteed issuance.</p> <p>An Employee shall mean any person in the service of the employer (State, PE or PA) who is paid by the employer and who:</p> <ol style="list-style-type: none"> 1. is expected to work at least six biweekly pay periods; and 2. works at least half-time on a regular schedule; and 3. is on the payroll at the time of application; or 4. is in one of the following categories at the time of application: <ol style="list-style-type: none"> a. a local elected official; b. a paid member of a public legislative body; c. an unpaid board member of a public authority with at least six months service as a board member; or d. an unpaid or paid elected member of a school board.
Fully Underwritten	<ol style="list-style-type: none"> 1. Any Employee who does not meet NYPERL’s Actively at Work Requirement and; 2. Employees who choose to apply for coverage after the initial offering and new Employees who choose to apply for coverage more than 60 days after their hire date; and 3. An Employee’s eligible Dependent(s); and 4. Retirees, Vestees, and Dependent Survivors and their eligible Dependents.
<p>Daily Benefit Amounts/ Lifetime Maximum Amounts</p> <p><i>Effective May 1, 2011 Unlimited Lifetime</i></p>	<p>There shall be five (5) Nursing Home Care DBAs offered - \$100/day, \$150/day, \$180/day, \$250/day or \$300/day. The Applicant may choose coverage periods of 3 years or 5 years. The lifetime maximum benefit amount shall equal the number of years selected times 365 (days) times the Nursing Home DBA selected.</p>

NON-PARTNERSHIP OPTION

Provision Benefit	Definition
<i>Maximum is not available to new enrollees.</i>	<p>The DBA for Adult Care and Home Care benefits shall be set at 60% of the selected Nursing Home DBA option.</p> <p>The DBA for Assisted Living shall be set at 100% of the selected Nursing Home DBA option.</p>
Inflation Protection	<p>There shall be three (3) options offered from which an Applicant must choose one. Either:</p> <ol style="list-style-type: none"> 1. <u>Automatic Annual Benefit Increase Option:</u> Benefits shall increase by 3.5% compounded annually, with no increase in premium. The increases shall automatically occur on the anniversary of the Insured's coverage effective date and shall continue for as long as coverage remains in force; or 2. <u>Automatic Annual Benefit Increase Option:</u> Benefits shall increase by 5% compounded annually, with no increase in premium. The increases shall automatically occur on the anniversary of the Insured's coverage effective date and shall continue for as long as coverage remains in force; or 3. <u>Guaranteed Purchase Benefit Option:</u> Once every three (3) years, Insureds shall be offered the opportunity to increase benefits in an amount equal to 5% compounded annually without evidence of insurability, as long as the Insured elects the increase once in every two offerings. Premiums for additional coverage shall be based on the Insured's attained age. If the Insured declines the offer two times in succession, the Insured shall be offered future coverage increases subject to evidence of insurability and, if approved, subsequent offers to increase benefits shall not require evidence of insurability until the offer is again declined two times in succession. The Guaranteed Purchase Benefit Option will not be available if the enrollee selects a 10 year paid in full premium payment option.
Benefit Eligibility	<p>Insureds who have been certified by a licensed health care practitioner as meeting either of the following criteria will be eligible for benefits:</p> <ol style="list-style-type: none"> 1. being unable, for a period expected to last at least 90 days, to

NON-PARTNERSHIP OPTION	
Provision Benefit	Definition
	<p>perform two (2) or more Activities of Daily Living without Substantial Assistance from another individual; or</p> <p>2. requiring Substantial Supervision to be protected from threats to health and safety due to severe cognitive impairment. The Activities of Daily Living are Eating, Toileting, Transferring, Bathing, Dressing, and Continence. Ongoing recertification of an Insured's continued eligibility to receive benefits must be conducted at least once every twelve months.</p>
Elimination Period	<p>There shall be a once per lifetime elimination period of 90 calendar days before benefit payments shall begin. The Elimination Period shall commence on the first day the Insured is certified as Benefit Eligible. Receipt of LTC services shall not be used as a requirement for establishing the Elimination Period; a certification of ADL deficiency or cognitive impairment is all that shall be necessary. Days need not be consecutive as long as they are accumulated within a 365/6 day period. The Elimination Period shall apply to all types of covered services, except for benefit payments for Respite Care, Transition Benefits, and Hospice Care.</p>
Covered LTC Services	<p>Shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Skilled, Intermediate or Custodial Care in a Nursing Facility; • Assisted Living Facility Care; • Home Health Care – nursing service, occupational therapy, physical therapy, respiratory therapy, nutritional services; • Home Care – home health aide services, maintenance or personal care, homemaker services if provided by a licensed/certified home care agency in accordance with the Insured's Plan of Care; • Adult Day Care; and • At home and In-Patient Hospice Care.
Exclusions	<p>NYPERL shall not include any exclusions or limitations for pre-existing conditions.</p> <p>NYPERL shall not pay for:</p> <p>1. Any expense which is:</p> <ul style="list-style-type: none"> a. Normally provided without charge in absence of this insurance; or b. For the treatment of alcoholism or drug addiction; or c. Paid under a state or federal workers' compensation plan; reimbursed under Medicare or would be so reimbursed except for

NON-PARTNERSHIP OPTION	
Provision Benefit	Definition
	<p>the application of a deductible, coinsurance or copayment amount, except where Medicare is secondary; paid or provided under any other government program, except Medicaid.</p> <p>2. Illness, treatment or medical conditions arising out of:</p> <ol style="list-style-type: none"> a. War or act of war (whether declared or undeclared); b. Participation in a felony, riot or insurrection; or c. Service in the armed forces or auxiliary units thereto. <p>NYPERL shall not exclude or limit benefits resulting from mental or nervous disorders whether organic or inorganic in nature, including Alzheimer's disease, as long as the Insured meets the benefit eligibility criteria.</p>
Alternate Care	<p>When warranted by the particular circumstances of an Insured, the Insurer may authorize coverage of services or settings not normally covered (e.g., unlicensed provider, innovative care, new type of care, etc.). Coverage will only be approved for qualified Long-Term Care services that are medically acceptable, cost effective and agreed to by the Insured and Insurer. This includes medically necessary transportation to and from Adult Day Care. The total of this alternative care benefit will not exceed the total benefits to which the Insured would otherwise be entitled.</p>
Ancillary Benefits	<p>NYPERL shall include a Transition Benefit to cover items such as emergency response systems, durable medical equipment and home modifications. The amount of this one-time only Transition Benefit shall be limited to 5 times the amount of the Nursing Home DBA. Payment shall be contingent upon certification that acquisition of the item(s) is expected to allow the Insured to remain in a home setting for at least 90 days.</p> <p>NYPERL shall also include a Caregiver Training Benefit to train a family member or friend to care for the Insured. The lifetime maximum amount for this Caregiver Training Benefit shall be \$500.</p> <p>Neither of these two benefits shall be charged against the Insured's lifetime benefit amount.</p>
Bed Reservation	<p>NYPERL shall pay the Nursing Home, Assisted Living Facility or Hospice Care Facility to hold the Insured's bed while he/she is</p>

NON-PARTNERSHIP OPTION	
Provision Benefit	Definition
	temporarily in the hospital. The maximum annual benefit shall be 21 calendar days per year, at the applicable DBA rate.
Respite Care	NYPERL shall pay for the cost of formal care provided to an Insured to give an unpaid informal caregiver time away from care giving (i.e., a limited break or vacation). The maximum annual benefit shall be 21 calendar days per year, at the applicable DBA.
Voluntary Care Planning/Management	<p>The Insurer must, at the point an Insured becomes benefit eligible, provide assistance and advice in applying for and choosing LTC services based on the personal needs of the Insured. The Insurer must offer to provide the initial consultation on-site. Care Planning/Management services shall be rendered by a professional individual trained and possessing experience in arranging and managing Long Term Care services. The Insured shall not be required to follow the Insurer's recommended Plan of Care, nor use the facilities or providers recommended by the Insurer.</p> <p>The cost of Care Planning/Management services rendered by the Insurer, including the cost of providing the initial consultation on-site if so requested by the Insured, shall be included in Premium and shall not be applied to the Insured's lifetime maximum amount.</p>
Portability	Coverage shall continue and benefits provided if the Insured moves out-of-state.
Premiums	<ul style="list-style-type: none"> • Level Premium Rates based on age at entry and guaranteed renewable • Employee pay-all • No Commissions
Premium Rate Guarantee	Premium Rates guaranteed for the period 6/1/2001 through 5/31/2004.
Third Party Notification	The Insured, at the time of application and at least every two years thereafter, shall be requested to designate, update or change a third party designee or provide a waiver of designation to the Insurer.
Waiver of Premium	The Premium Waiver applies to all types of covered services. Premiums shall be waived after the Insured's eligibility has been

NON-PARTNERSHIP OPTION	
Provision Benefit	Definition
	established and the Elimination Period has been satisfied. Premiums shall resume six (6) months after the Insured is no longer eligible for services.
Grace Period	The Insured shall have a 65-day grace period for late payment of premium.
Termination	<p>An Insured's coverage shall end when the first of the following occurs:</p> <ul style="list-style-type: none"> • The date the Insured's premiums are not paid when due, subject to the NYPERL Grace Period; • The date the Insured's maximum lifetime benefits are exhausted; • The date the Insurer receives written notification from the Insured to terminate the Insured's coverage or on a later date specified in the notice; or • The day after the date of the Insured's death. <p>If the Insured elects to cancel his/her coverage, cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation and without prejudice to the extension of benefits requirement of the New York State Department of Insurance Regulation 62, Section 52.25(b)(3).</p> <p>Coverage cannot be cancelled because of an Insured's age, health status, health care needs, or use of benefits.</p>
Continuation of Coverage	If the Insured's eligibility to participate in NYPERL is terminated, regardless of the reason, the Insured is entitled to continuation of coverage under the NYPERL group policy with the same benefits and provisions and with no change in premium rate as a result of the conversion. Notwithstanding the preceding, the Insured may not continue coverage if termination is due to non-payment of premium or to exhaustion of total benefits.
Reinstatement	If the Insured's coverage lapses due to non-payment of premiums, the Insured shall have a twelve (12) month period from the lapse date during which to apply for reinstatement at the same premium rate subject to evidence of insurability. Notwithstanding the preceding, if lapse was due to functional loss or severe cognitive impairment and the request for reinstatement is made within five (5) months of the lapse date, coverage shall be reinstated without evidence of insurability. In either case, reinstatement shall be effective upon receipt of all premiums due retroactive to the date coverage terminated.
Policy Modification	If a public program is expanded or developed to cover some or all aspects of Long Term Care, the DCS reserves the right to modify NYPERL to supplement the public program.

The NYPERL Partnership approved option shall be identical to the Non-Partnership Option, except as described below:

PARTNERSHIP OPTION	
Benefit/Provision	Definition
Daily Benefit Amounts/Lifetime Maximum Amounts	<p>The minimum DBA for Nursing Home Care shall be \$253 for 2012; \$265 for 2013. There shall be (1) one additional DBA offered-\$300/day. Additional DBAs may be offered upon mutual agreement by the parties and approval by Department of Financial Services.</p> <p>The minimum DBA for Assisted Living, Adult Care and Home Care benefits shall be set at 50% of the selected Nursing Home Care option which is \$126.50 for 2012; \$132.50 for 2013. There shall be (1) one additional DBA offered-\$150/day. Additional DBAs may be offered upon mutual agreement by the parties and approval by Department of Financial Services.</p> <p>The lifetime maximum benefit duration shall be equal to 3 years at the Nursing Home DBA; 6 years at the Home Care DBA; or 2 years at the Nursing Home DBA; 4 years at the Home Care DBA, depending on which option is purchased by the Insured.</p> <p>Total asset disregard for Medicaid eligibility occurs once the minimum benefit duration period and Medicaid income conditions are met.</p>
Inflation Protection	<p>The level premium rates shall reflect an automatic annual increase in the DBA amount at a rate of 5% or 3.5% compounded annually, depending on which inflation option is purchased by the Insured. This feature is not optional unless the Insured purchases coverage at age 80 or older.</p>
Alternate Care	<p>Benefits will be provided at 100% of the actual charges incurred up to the Nursing Facility Daily Benefit Amount shown in the Insured's schedule for services that are Qualified Long-Term Care Services provided in a hospital setting while the Insured is waiting for access to a Nursing Facility or for Home Care services, subject to the Lifetime Elimination Period.</p>
Bed Reservation	<p>NYPERL shall pay the Nursing Home, Assisted Living Facility or Hospice Care Facility to hold the Insured's bed while he/she is</p>

PARTNERSHIP OPTION	
Benefit/Provision	Definition
	temporarily in the hospital. The maximum annual benefit shall be 20 calendar days per year, at the applicable DBA rate.
Respite Care	NYPERL shall pay the cost of formal care provided to an Insured to give an unpaid informal caregiver time away from care giving (i.e., a limited break or vacation). The maximum annual benefit shall be 14 calendar days per year, at the applicable DBA.
Voluntary Care Planning/Management	At a minimum, the Insurer must comply with the Care Management provision set forth in the Insurer Participation Agreement, Exhibit I.A of the RFP, Exhibit B.
Portability	Coverage shall continue and benefits provided if the Insured moves out-of-state; however, Medicaid extended coverage is only available in NYS or according to NYS Medicaid authorization elsewhere.
Reciprocity	Allows Insureds, under the Partnership Option only, who relocate to one of the other participating states to take advantage of both asset protection and Medicaid Extended Coverage in those states dollar-for-dollar level based on the amount of LTC insurance paid on their behalf. This provision also allows PLTC participants from the other states who relocate to New York to achieve the same benefit.

II. Article XLIV of the Agreement shall be added as follows:

Article XLIV: Responsibility Terms:

44.1.0 The Contractor covenants and represents that it has, to the best of its knowledge, truthfully and thoroughly completed Contractor’s Vendor Responsibility Questionnaire (hereinafter “Vendor Responsibility Questionnaire”) provided to the Contractor by the Department prior to execution of the Amendment. The Contractor further covenants and represents that as of the date of execution of the Amendment, there are no material events, omissions, changes, or corrections to such document requiring an amendment to the Vendor Responsibility Questionnaire.

- 44.2.0** The Contractor shall provide to the Department updates to the Vendor Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Vendor Responsibility Questionnaire becomes available.
- 44.3.0** Notwithstanding Section 44.2.0 hereinabove, the Department reserves the right, in its sole discretion, at any time during the term of the Agreement:
- 44.3.1** to require updates or clarifications to the Vendor Responsibility Questionnaire upon written request,
- 44.3.2** to inquire about information included in or require information omitted from the Vendor Responsibility Questionnaire, and
- 44.3.3** to require Contractor to provide such information to the Department within a reasonable timeframe.
- 44.4.0** The Contractor shall at all times during the Agreement term remain responsible. The Contractor agrees, if requested by the Commissioner of the Department, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- 44.5.0** Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Agreement activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.
- 44.6.0** Termination (for Non-Responsibility): Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the

Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the requirements of the Agreement in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

III. Article XLV of the Agreement shall be added as follows:

Article XLV: Iran Divestment Act:

- 45.1.0** As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) developed and maintains a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) the list is required to be posted on the OGS website.
- 45.2.0** By entering into a renewal or extension of this Agreement, Contractor (or any assignee) certifies that it will not utilize on such Agreement any subcontractor that is identified on the prohibited entities list.
- 45.3.0** Additionally, Contractor understands that during the term of the Agreement, should the Department receive information that a person is in violation of the above-referenced certification, the Department will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Department shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.
- 45.4.0** The Department reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

- IV.** Exhibit D of the Agreement is hereby revoked in its entirety and replaced with the revised Group Policy(ies) and Certificate(s) of Insurance approved by the New York State Department of Financial Services on November 28, 2012 and effective for all new Certificates issued on or after September 1, 2013.
- V.** Exhibit E of the Agreement is hereby amended to add the new Premium Rates approved by the New York State Department of Financial Services on November 28, 2012 and effective for all new Certificates issued on or after September 1, 2013. This prospective rate structure will not impact Premium Rates for current NYPERL Insureds who have Certificates issued on or before August 31, 2013.
- VI.** Appendix A of the Agreement is hereby revoked in its entirety and is replaced with new Appendix A, Standard Clauses for all NYS Contracts, dated December 2012.
- VII.** Except as expressly amended by Amendment #1 and Amendment #2, all the terms and conditions of the original Agreement as amended shall remain in full force and effect.
- VIII.** This Second Amendment shall be deemed effective on June 1, 2012, except for new Appendix A which is effective December 1, 2012 and amended Exhibits D and E which are effective September 1, 2013.

IN WITNESS WHEREOF, the Parties hereto have hereunder signed this Amendment #2 to Agreement #C000488 on the day and year appearing opposite their respective signatures.

Contractor: MEDAMERICA INSURANCE COMPANY OF NEW YORK

Contract Number: C000488

Agency Certification: "In addition to the acceptance of this Amendment #2 to Agreement C000488, I also certify that original copies of this signature page will be attached to all exact copies of this contract."

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

JERRY BOONE
COMMISSIONER

By: [Redacted]

Date: 9/4/13

MEDAMERICA INSURANCE COMPANY OF NEW YORK

Date: 8-26-2013

By: [Redacted]

Name: William C. Jones Jr.

Title: President

STATE OF New York)
COUNTY OF Monroe) ss:

On the 26th day of August, 2013, before me personally came William C. Jones Jr., to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that (s)he is the President of Medamerica the corporation or organization described in and which executed the above instrument, and that (s)he signed his/her name thereto.

ANGELA L RODRIGUEZ
Notary Public, State of New York
No. 02RO6176184
Qualified in Monroe County
Commission Expires October 29, 2015

[Redacted] expires: 10-29-2015

Approved as to form:

ERIC SCHNEIDERMAN
ATTORNEY GENERAL
By: _____
Date: _____

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
SEP 10 2013
BENJAMIN L. ...
ASSISTANT ATTORNEY GENERAL

Approved:

THOMAS P. DINAPOLI
STATE COMPTROLLER
By: _____
Date: OCT 03 2013

APPROVED
DEPT. OF AUDIT & CONTROL
THE STATE COMPTROLLER