

2017 INSURANCE AGREEMENT

Vision Service Plan Insurance Company

THIS AGREEMENT (“**Agreement**”) is effective January 1, 2017 (the “**Effective Date**”), and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “**City**” or “**Policyholder**”), and VISION SERVICE PLAN INSURANCE COMPANY (“**VSP**”), (collectively, the “**Party**” or “**Parties**”), for the purchase of supplementary vision insurance (“**Insurance**”) as follows:

In consideration of the mutual agreements, terms and conditions stated herein, the Parties agree as follows:

1. INSURANCE POLICY DOCUMENTS.

a. The insurance policy being purchased by the City requires approval by the Colorado Division of Insurance (“**DOI**”). If the Group Vision Care Plan insurance policy is pending DOI approval, the Summary of Benefits and Coverage (“**SBC**”), and Performance Guarantees document (collectively attached hereto and incorporated herein as “**Exhibit A**”) are attached as evidence of the insurance policy coverage the City intends to purchase.

b. Upon receipt of the DOI-approved Evidence of Coverage (or Certificate of Coverage) the Executive Director shall file the DOI-approved insurance policy and Evidence of Coverage with the City’s Clerk and Recorder to complete the public record for this Agreement.

c. Insurance Company will provide the City with all internal policies which affect coverage under this Agreement. These policies will be disclosed to the City prior to the effective date of this Agreement.

d. The above document, including any amendments or addendums thereto, collectively constitute the entire agreement between VSP and the City for the provision of Insurance benefits to eligible persons electing to enroll hereunder as Members.

2. DELEGATION OF SIGNATURE AUTHORITY FOR POLICIES. The City hereby delegates to the Executive Director of the Office of Human Resources (“**OHR**”), or the Executive Director’s designee, the authority to sign the final policies and the attached Exhibits as needed, to effectuate insurance coverage authorized pursuant to this Agreement.

3. CONTRACT TERM AND TERMINATION. This Agreement and the underlying insurance policies shall be effective January 1, 2017 (“**Effective Date**”), and will expire on December 31, 2017 (the “**Term**”). Notwithstanding any other provision contained herein, this Agreement shall terminate once the Maximum Contract Amount has been paid.

4. MAXIMUM CONTRACT AMOUNT. The Maximum Contract amount to be paid for the underlying insurance policies referenced herein, shall in no event exceed **SEVEN**

HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED SIXTY DOLLARS and NO/100 Dollars (\$725,760.00), (the “Maximum Contract Amount”).

5. CONTRACT SUBJECT TO CITY COUNCIL APPROPRIATION. The Maximum Contract Amount stated herein is subject to any limitations imposed by D.R.M.C. § 20.1 prohibiting the City from incurring an unfunded liability. Any form of payment obligation herein shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement and paid into the City’s Treasury. VSP acknowledges the following: (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and; (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. NOTICE. Notices concerning this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By VSP to: Executive Director of Human Resources
Office of Human Resources
201 West Colfax Avenue, Dept. 412
Denver, Colorado 80202

And by the City to: VSP Insurance Company
3333 Quality Drive
Rancho Cordova, California 95670

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail (with evidence of mailing) or upon delivery when placed with a courier service (with evidence of delivery). Evidence of mailing with the United States mail, and evidence of delivery with a courier service shall be retained by the Party claiming effective notice was sent. Such evidence shall be made available to the other Party upon request.

7. LIABILITY INSURANCE:

(a) General Conditions. VSP agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. VSP shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-

renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by VSP. VSP shall be responsible for the payment of any deductible or self-insured retention. The insurance coverage specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of VSP. VSP shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) Proof of Insurance: VSP shall provide a copy of this Agreement to its insurance agent or broker. VSP may not commence services or work relating to the Agreement prior to placement of coverage required under this Agreement. VSP certifies that the certificate of liability insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of VSP's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Waiver of Subrogation: For all coverage required under this Agreement, VSP's insurer shall waive subrogation rights against the City.

(d) Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverage required of VSP. VSP shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverage. VSP agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(e) Workers' Compensation/Employer's Liability Insurance: VSP shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury

claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. VSP expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of VSP's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date VSP executes this Agreement.

(f) Commercial General Liability: VSP shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(g) Business Automobile Liability: VSP shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

(h) Professional Liability (Errors & Omissions): VSP shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) (i) Technology Errors & Omissions including Cyber Liability: VSP shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion)

8. INDEMNIFICATION. To the fullest extent permitted by law, VSP agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of VSP or VSP's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

(a) VSP's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if VSP is not named as a Defendant.

(b) VSP will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall

be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(c) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of VSP under the terms of this indemnification obligation. VSP shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(d) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. NO AGENCY RELATIONSHIP AMONG THE PARTIES. The City is not VSP's agent or representative, and the City shall not be liable for any acts or omissions of VSP's officers, agents or employees. VSP is not the City's agent or representative, and VSP shall not be liable for any acts or omissions of the City's officers, agents or employees.

10. CONFIRMATION OF LAWFUL EMPLOYMENT STATUS UNDER THIS AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "**Certification Ordinance**").

b. VSP certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with anyone who is unlawfully employed pursuant to the Certification Statute ("**Unlawful Worker**") under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. VSP also agrees and represents that:

(1) It shall not knowingly employ or contract with an Unlawful Worker to perform work under this Agreement

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to VSP that it shall not knowingly employ or contract with an Unlawful Worker to perform work under this Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and that otherwise requires VSP to comply with any and all federal requirements related to use of the E-Verify Program

including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under this Agreement knowingly employs or contracts with an Unlawful Worker, it will notify such sub-consultant or subcontractor and the City within three (3) days. VSP will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the Unlawful Worker, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an Unlawful Worker.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

VSP is liable for any violations as provided in the Certification Ordinance. If VSP violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement.

11. CONFIDENTIAL INFORMATION. VSP shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any City information which is not subject to public disclosure, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder as amended (“HIPAA”), the trade secrets of businesses or entities doing business with the City, the data contained in any of the data bases of the City, and other privileged or confidential information. This provision shall not prevent VSP from using information as needed for the normal operation of a health maintenance organization, including but not limited to, quality assurance reviews, utilization management, claims processing, and any reporting or auditing required by the Colorado Division of Insurance or any other governmental agencies having jurisdiction over VSP. This obligation shall survive the termination of this Agreement. VSP shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. Further VSP shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is given.

12. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Agreement, VSP agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation,

marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

13. GRANT OF LIMITED LICENSE TO USE LOGO

- a. City hereby grants to VSP, subject to the terms and conditions set forth herein, a non-exclusive, nontransferable limited license, to use the “Denver D” logo (“**Denver Logo**”) during the Term of this Agreement.
- b. VSP shall fully coordinate all logo use under this Agreement with the Denver Marketing Office ((720) 913-1633, denvermarketingoffice@denvergov.org), or otherwise as directed by the City.
- c. The use of the Denver Logo is limited to display on the website to be created by VSP pursuant to this Agreement and for the purpose of identification only. VSP shall display the Denver Logo in a read-only format and shall not be used or displayed on the website in any format from which it can be downloaded, copied or reproduced in any manner.
- d. The license granted by the City is non-transferable and non-assignable to anyone other than those acting under the supervision and authority of VSP.
- e. VSP shall be solely responsible for the entire cost and expense of VSP’s Use of the Denver Logo.
- f. The Denver Logo may not be used as a feature or design element of any other logo or graphic.
- g. VSP shall use the Denver Logo in accordance with any and all logo usage guidelines in effect from time-to-time as provided by the City. VSP shall use only accurate reproductions of the Denver Logo. The size, proportions, colors, elements, and other distinctive characteristics of the Denver Logo shall not be altered in any manner except as may be permitted herein or as permitted in writing by the City.
- h. VSP may use the colors set forth in the “Denver Logo Guidelines” document, (attached hereto as “**Exhibit C**”).
- i. VSP shall affix a trademark (“TM”) or registration (“[®]”) indication next to the Denver Logo as directed by the Denver Marketing Office.

VSP shall immediately cease all use of the Denver Logo upon expiration of the Term of this Agreement, as may have been extended from time to time by the parties, in a formal written extension of this agreement.

14. AUDIT / PRESERVATION OF RECORDS. VSP agrees that it will keep and preserve for at least six (6) years, all directly pertinent books, documents, papers and records of VSP involving transactions related to this Agreement, and that it will give the City’s authorized representatives access during reasonable hours to examine and/or copy such books and records, subject to applicable state and federal confidentiality laws, and VSP’s internal procedures regarding audits.

15. NO CONSTRUCTION AGAINST DRAFTING PARTY. The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against either Party merely because this Agreement or any of its provisions have been prepared by a particular Party.

16. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS. This Agreement consists of Paragraphs 1 through 25 which precede the signature page (“**Agreement Text**”), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Summary of Benefits and Coverage
Exhibit B	ACORD Liability Certificate
Exhibit C	Denver Logo Guidelines

In the event of (i) an irreconcilable conflict between a provision of the Agreement Text and any of the listed exhibits or attachments or among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows:

- 1) Agreement Text
- 2) Exhibit C
- 3) Exhibit B

17. SURVIVAL OF CERTAIN PROVISIONS. All terms and conditions of this Agreement, together with the exhibits and attachments hereto contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, VSP’s obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

18. GOVERNING LAW AND VENUE. This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. Venue for any legal action relating to this Agreement shall lie in the District Court located in and for the City and County of Denver. VSP knowingly waives any rights to have a hearing outside of the Venue stated herein.

19. INUREMENT. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

20. DISPUTE RESOLUTION. Neither Party may initiate litigation to resolve any dispute without first attempting to resolve the dispute with the other. The Parties agree to meet in a good faith and participate in a collaborative effort to resolve the dispute. The Parties further agree that unresolved disputes regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b), *et seq.* For the purposes of that procedure the City official rendering a final determination shall be the Executive Director of OHR.

21. COLORADO GOVERNMENTAL IMMUNITY ACT. VSP understands and agrees that the City is relying on, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*

22. CONTRACT AMENDMENT PROHIBITED. Amendment to this Agreement is prohibited unless such amendment is evidenced in writing, signed by all Parties hereto. No other form of amendment shall bind the Parties.

23. SEVERABILITY. The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled. Such modification of this Agreement shall be performed by the court in a manner that complies with the original intent of the Parties, as reasonably determined at trial.

24. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

25. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: VSP consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an

electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

26. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

EXHIBIT LIST:

Exhibit A – Summary of Benefits and Coverage & Performance Guarantees

Exhibit B – Proof of Insurance

Exhibit C – Denver Logo Guidelines

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:


By _____

By _____

By _____



Contract Control Number:

By: 

Name: Kate Renwick-Espinosa
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

Summary of Benefits and Coverage & Performance Guarantees

Protect your vision with VSP.

Get the best in eye care and eyewear with CITY AND COUNTY OF DENVER and VSP® Vision Care.



Why enroll in VSP? We invest in the things you value most—the best care at the lowest out-of-pocket costs. Because we're the only national not-for-profit vision care company, you can trust that we'll always put your wellness first.

You'll like what you see with VSP.

- **Value and Savings.** You'll enjoy more value and the lowest out-of-pocket costs.
- **High Quality Vision Care.** You'll get the best care from a VSP provider, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions.
- **Choice of Providers.** The decision is yours to make—choose a VSP doctor, a participating retail chain, or any out-of-network provider.
- **Great Eyewear.** It's easy to find the perfect frame at a price that fits your budget.

Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye care provider who's right for you.** To find a VSP provider, visit vsp.com or call **800.877.7195**.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more'. Visit vsp.com to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at Eyeconic.com, VSP's online eyewear store.

Enroll in VSP today.
You'll be glad you did.
Contact us. **800.877.7195**
vsp.com

Your VSP Vision Benefits Summary

CITY AND COUNTY OF DENVER and VSP provide you with an affordable eye care plan.



VSP Provider Network: VSP Choice

Benefit	Description	Copay	Frequency
Your Coverage with a VSP Provider			
WellVision Exam	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$10	Every calendar year
Prescription Glasses		\$25	See frame and lenses
Frame	<ul style="list-style-type: none"> \$160 allowance for a wide selection of frames \$180 allowance for featured frame brands 20% savings on the amount over your allowance \$90 Costco® frame allowance 	Included in Prescription Glasses	Every other calendar year
Lenses	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children 	Included in Prescription Glasses	Every calendar year
Lens Enhancements	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 20-25% on other lens enhancements 	\$55 \$95 - \$105 \$150 - \$175	Every calendar year
Contacts (instead of glasses)	<ul style="list-style-type: none"> \$160 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation) 	Up to \$60	Every calendar year
Diabetic Eyecare Plus Program	<ul style="list-style-type: none"> Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details. 	\$20	As needed
Extra Savings	Glasses and Sunglasses <ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam. 		
	Retinal Screening <ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam 		
	Laser Vision Correction <ul style="list-style-type: none"> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities 		

Your Coverage with Out-of-Network Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP network provider.

Exam	up to \$45	Lined Bifocal Lenses	up to \$50	Progressive Lenses	up to \$50
Frame	up to \$70	Lined Trifocal Lenses	up to \$65	Contacts	up to \$145
Single Vision Lenses	up to \$30				

Coverage with a participating retail chain may be different. Once your benefit is effective, visit vsp.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location.

Contact us. [800.877.7195](tel:800.877.7195) | vsp.com

¹Brands/Promotion subject to change.

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VSP[®] Vision Care Performance Standards

With VSP, you and your employees will enjoy a hassle-free benefit. We guarantee unmatched service and the highest quality eye care benefits. We don't just talk about great service; the proof is in our performance standard measures.



Claims Processing	Standards
Claims financial accuracy	99%
Claims processing accuracy	99%
All provider claims processed within five business days	95%
All member claims processed within five business days	95%
All claims processed within fifteen business days	99%
Call Center Management	
Abandoned call rate	Less than or equal to 3%
Average speed of answer	Less than or equal to 25 seconds
Average call blockage rate	Less than or equal to 2%
Call resolution (same day response)	98%
Complaint acknowledgement within five business days	96%
Complaint resolution within 30 calendar days	99%
Average response to e-mail inquiries within two business days	100%
Satisfaction	
Patient satisfaction (satisfied w/level of coverage)	
Overall satisfaction with VSP	96%
Overall experience with VSP doctor	96%
VSP doctor retention rate (based on voluntary turnover)	98%
Account Administration	
Electronic eligibility online within 24 hours ¹	98%
Online reports on vsp.com by 25 th of month	100%
Web portal availability	99%

**VSP offers the best performance standards in the industry.
Satisfaction guaranteed.**

1. For maintenance files



October 31, 2016

LEO TOKAR
LOCKTON COMPANIES, LLC
8110 E UNION AVE STE 700
DENVER, CO 80237-2966

RE: CITY AND COUNTY OF DENVER, GROUP #30050633, REVISED CONTRACT LANGUAGE

Attention Leo Tokar:

Effective JANUARY 1, 2015, CITY AND COUNTY OF DENVER's contract has been changed to reflect revised contract language.

Please retain a copy of the documents for your records and forward an additional copy directly to the client.

If you have any questions, or need additional information, please do not hesitate to contact us at 866-213-2249, and a VSP representative will assist you.

Enclosures

These documents are intended only for the client to whom they are addressed and may contain confidential information. If you are not the intended recipient (or the person responsible for delivering it to the intended recipient) and have received these documents in error, please notify the sender immediately by telephone, and destroy or delete these documents.



VISION SERVICE PLAN INSURANCE COMPANY

**PLEASE ATTACH TO YOUR
GROUP VISION CARE AGREEMENT**

AMENDMENT TO GROUP VISION CARE AGREEMENT

To be attached to and made part of Group Vision Care Plan Number 30050633, issued to CITY AND COUNTY OF DENVER.

EXCEPT as specifically amended herein, said Agreement shall remain in full force and effect.

IT IS HEREBY AGREED that effective JANUARY 1, 2015, the Group Vision Care Agreement shall be amended to include Performance Standards as attached hereto.

ADDENDUM

VISION SERVICE PLAN INSURANCE COMPANY PERFORMANCE STANDARDS

VSP guarantees the performance standards outlined herein by offering to pay a financial penalty of 1% of quarterly administrative revenue per unmet standard, up to a total annual maximum of \$100,000 and a minimum annual threshold of \$250. VSP's company-wide quarterly performance results shall be used in determining whether any or all of the performance standards have been met. Any penalties owed shall be accrued quarterly and paid on an annual basis, as long as the cumulative total for the four quarters exceeds \$250. Cumulative annual penalties less than \$250 will not be carried over into the following calendar year for purposes of determining financial penalties. Payment of penalties shall be conditioned on VSP's receipt of all premiums due to VSP within established due dates.

VSP's performance hereunder is subject to interruption and delay due to causes beyond VSP's reasonable control such as acts of God, act of any government, war or other hostility, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute. In the event of any such interruption or delay, any period of performance shall be extended for a period of time equal to the interruption or delay.

CLAIMS PROCESSING

Claims financial accuracy

Performance Standard = 99% processed without financial error

Performance Penalty = 1%

Claims financial accuracy is calculated much like that of claims processing accuracy. The same random sampling of claims audited for processing accuracy is also audited for financial accuracy. Any error found that results in a financial impact is recorded as a financial error. At the end of the month, financial errors are totaled and taken as a percentage of the total dollar paid for all claims audited during the given month.

Claims processing accuracy

Performance Standard = 99% processed without error

Performance Penalty = 1%

Claims processing accuracy is calculated on a monthly basis based upon daily audit results. The term "processing error" encompasses all errors found in the audit regardless of whether the error caused a financial impact. At month's end, all processing errors for the month are totaled and taken as a percentage of the total number of claims audited for the month.

Claims timeliness

Performance Standard:

- All provider claims = 95% processed within 5 business days
Performance Penalty = 1%
- All member claims = 95% processed within 5 business days
Performance Penalty = 1%
- All claims = 99% processed within 15 business days
Performance Penalty = 1%

Claims timeliness, or turnaround time, is measured on a monthly basis. Each claim audited in the daily audit is audited for timeliness. Timeliness is measured by calculating the number of business days elapsing between the received date and the pricing date. A clean claim is defined as a claim which has no defect, impropriety, or special circumstance, including incomplete documentation or incomplete data fields. When additional information is needed to process a claim, the timeliness date is calculated from the date the information needed to process the claim was received to the pricing date.

CALL CENTER MANAGEMENT

Abandoned call rate

Performance Standard = Less than or equal to 3%

Performance Penalty = 1%

The Call Center telephone abandon rate is calculated monthly by taking the total number of abandoned calls before and after sixty (60) seconds, divided by the total number of calls accepted by the Call Center, which includes calls answered via the Interactive Voice Response and Automated Call Distribution systems.

Average speed of answer

Performance Standard = Less than or equal to 25 Seconds

Performance Penalty = 1%

The average speed of answer (the amount of time a caller is waiting while on hold) is calculated by dividing the total time all calls are on hold (in seconds) by the total number of calls received.

Average call blockage rate

Performance Standard = Less than or equal to 2%

Performance Penalty = 1%

VSP call blockage is defined as any call blocked by VSP. A blocked call results in the caller receiving a "busy" signal, and is considered unsuccessful. VSP call blockage does not include calls blocked by the long distance carrier due to circumstances beyond VSP's control. VSP call blockage standard is 2% or less of total calls attempted to VSP. The formula for this standard is: number of blocked calls divided by (blocked calls plus accepted calls) as reported by the long distance carrier.

Call resolution (same day response)

Performance Standard = 98%

Performance Penalty = 1%

Measurement based on internal VSP system-driven statistics. The percentage of telephone inquiries handled within the same day is obtained by taking the number of research inquiries entered into our system and dividing by the number of calls answered in the Call Center, and subtracting the result from 1.00.

Complaint acknowledgement within 5 business days

Performance Standard = 96%

Performance Penalty = 1%

"Telephone complaints" not resolved by the end of the following business day must be acknowledged in writing within 5 business days. "Written complaints" not resolved within 5 business days will be acknowledged in writing on the 5th business day from receipt. Complaint acknowledgement compliancy is calculated monthly. The method for calculating the percentage is: total number of complaints meeting the 5 business day goal divided by total number of complaints.

Complaint resolution within 30 calendar days

Performance Standard = 99%

Performance Penalty = 1%

When a complaint is received, in writing or via phone, the person receiving it documents it in our online Research Inquiry system. The Complaint and Grievance unit monitors this workflow to assure all complaints have been resolved by the 30th calendar day.

Average response to e-mail inquiries within 2 business days

Performance Standard = 100%

Performance Penalty = 1%

The average time required to send the first manual reply to an email, in the specified time period.

SATISFACTION

Patient satisfaction (satisfied with level of coverage)

Performance Standard = 96% overall satisfaction with VSP

Performance Penalty = 1%

Performance Standard = 96% overall experience with VSP preferred provider

Performance Penalty = 1%

VSP conducts patient satisfaction surveys on a quarterly basis. A random sample of claims from the prior three months is chosen that is statistically representative of all claims.

While VSP makes recommendations to all prospective Groups on which plan we feel best suits the group's employees, the ultimate decision for selection of a plan rests with the Group. As such, our performance standard is based on patients who are satisfied with the level of coverage provided by their plan. Satisfied patients includes patients who rated their overall level of coverage as "Excellent," "Very Good" and "Good". Dissatisfied patients include patients who rated their overall level of coverage as "Fair" or "Poor".

VSP preferred provider retention rate (based on voluntary turnover)

Performance Standard = 98%

Performance Penalty = 1%

VSP preferred provider satisfaction is based on changes in the VSP preferred provider network. On a quarterly basis, the voluntary retention rate of providers (those choosing to stay on the VSP panel) is measured as a percentage of the total number of providers in the network. The annual preferred provider retention rate is equal to the total number of providers on the panel on December 31 divided by the total number of providers on the panel January 1 of that same year.

ACCOUNT ADMINISTRATION

Electronic eligibility online within 24 hours

Performance Standard = 98%

Performance Penalty = 1%

Percentage reported based on a measurement against all maintenance files* loaded within that quarter. VSP records both the received and loaded dates for all membership files. The data is compiled into a monthly report, which is used to calculate the quarterly statistical average.

*All files measured for this standard must meet the following criteria:

- Identifiable Media: Eligibility file must be labeled properly.
- Proper Format: No change in format from the previously loaded eligibility file.
- Clean File:
 - Physical Media must be undamaged.
 - Electronic Media must have clean and complete data transmission. We must be able to successfully unzip/decrypt the incoming data.
 - All media must contain proper/complete records for members and dependents.

Exclusions to this performance standard are as follows:

- Membership files for open enrollment loaded prior to effective date.
- Group/division restructures for existing groups (1st eligibility load based on the restructure will be excluded from the performance standard measurement).
- Incorrect/Incomplete individual records for members and dependents.
- If instructed to wait for group approval to load the file.

Online reports available by the 25th of the month

Performance Standard = 100%

Performance Penalty = 1%

All eligible online reports will be available on VSP's Resource Center by the 25th of each month.

Web portal availability

Performance Standard = 99%

Performance Penalty = 1%

Based on a 7 x 24 schedule.

EXHIBIT B

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

11/1/2017

DATE (MM/DD/YYYY)
12/8/2016

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Lockton Insurance Brokers, Inc. 333 University Ave. Unit 200 Sacramento CA 95825 (213) 689-0550	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Ins Co Pitts. PA		19445
INSURER B : Safety National Casualty Corporation		15105
INSURER C : Lexington Insurance Company		19437
INSURER D : Berkshire Hathaway Specialty Insurance Company		22276
INSURER E :		
INSURER F :		

COVERAGES VISSE01 CERTIFICATE NUMBER: 14383575 REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR/Ded. \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GL2404429	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$3,000	N	N	CA2305070	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	BE018784644	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDM4049682 (AOS) PS4049683 (WI)	11/1/2016 11/1/2016	11/1/2017 11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	ManageCare E&O Network Security/Privacy Liab	N	N	028420694 (MC E&O) 42EPP30312301 (Cyber)	12/1/2016 12/1/2016	12/1/2017 12/1/2017	\$2,000,000 \$1,000,000

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

* SIR Applies per policy terms & conditions Notice of Cancellation applies per attached endorsement(s).

CERTIFICATE HOLDER

14383575
City and County of Denver
Heather Britton
Human Resources Manager
201 West Colfax Avenue, Dept. 412
Denver CO 80202

CANCELLATION See Attachment

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


EXHIBIT C

Denver Logo Guidelines



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER LOGO GUIDELINES



These guidelines demonstrate how to correctly use
the City and County of Denver logo.

UPDATED 2016



CONTENTS

- 1 Who Can Use the City and County of Denver Logo**
- 2 Primary and Secondary Logos**
- 3 Clear Zone, Minimum Sizes & Typefaces**
- 4 Logo Colors**
- 5 Reverse & One-Color Usage**
- 6 Incorrect Usage**
- 7 The City Flag & the City Seal**
- 8 Offices Within the City**
- 9 Letterset**
- 10 Email Signatures & Mobile Guidelines**
- 11 Program, Venue & Event Logos**
- 12 Expanded Palette**
- 13 Expanded Palette: Suggested Usage**
- 14 Allied Organizations & Co-Branding**
- 15-16 Glossary of Terms**

TYPES OF LOGO FILES

EPS

Vector-based image that will not lose quality if scaled larger than the provided size. Available in four color process, spot color and black and white. Primarily used for professional printing.

JPEG

Both high and low-resolution pixel-based images that will lose quality if scaled larger than the provided size. Available in RGB format and black and white. Primarily used for in-house printing and for viewing on screen. This is also the preferred format for programs that are not design-based, such as Microsoft Word, Microsoft Excel, and Microsoft PowerPoint.

TYPES OF LOGO COLORS

Spot Color

Spot color printing uses pre-mixed ink colors determined by the Pantone Matching System (PMS). They accurately represent color chips provided to the print and design industry.

4 Color Process

Process printing uses four inks (cyan, magenta, yellow and black — also referred to as CMYK) printed together to create a wide spectrum of colors.

RGB Format

Colors are used in RGB (red, green and blue) format when they appear on computer or television screens.

Hex Numbers

Hexadecimal numbers or “hex” numbers are a base-16 numbering system used to define colors on web pages. A hex number is written from 0-9 and then A-F.

For copies of the logo in any format or questions about which file type you need, please contact the Denver Marketing Office at DenverMarketingOffice@DenverGov.org or 720-913-1633.



WHO CAN USE THE CITY AND COUNTY OF DENVER LOGO



The Denver D logo is available for use by city employees of the City and County of Denver for city department/agency purposes. The Denver logo may not be distributed to external entities (with the exception of the partnering agencies described below) without a licensing agreement.

The Denver D logo may be distributed to entities with which the City and County of Denver has executed a contract that includes, at a minimum, the following terms and conditions: required usage guidelines to include duration of use; purpose of use; and the corresponding collateral in which the Denver D logo will be placed. Licensing agreements may be obtained through the Denver Marketing Office and are subject to Executive Order No. 8.

For an outside entity to be considered for a licensing agreement authorizing them to use the Denver D logo, the city must be playing an active role in event or partnership or have a paid, documented sponsorship agreement. When the city does enter into a relationship as a sponsor, the sponsorship package must include phrasing that defines the acknowledgement of city support through the use of its logo to be eligible. For a copy of the city's sponsorship agreement please contact the Denver Marketing Office.

The city does not provide use of the logo for events or initiatives for which the city has supplied grant-funded support unless the event or initiative has a corresponding documented sponsorship component or agreement. If the city has provided a grant to an outside entity, that entity may recognize city support through written or spoken word unless the grant or contract providing grant funds provides otherwise.

The City and County of Denver does grant permission to use the Denver D logo to the city's exclusive partners, such as the VISIT DENVER, the Convention and Visitors Bureau and the Downtown Denver Partnership. All partnering agencies must follow the usage guidelines as described in the graphic standards. Distribution of the logo to outside entities by partnering agencies is unacceptable.



PRIMARY AND SECONDARY LOGOS



The City and County of Denver logo consists of three main elements: The primary D icon, the DENVER logotype and tagline.

Each of these elements has been custom-created and should never be recreated or re-typeset. To maintain consistency and create a strong visual identity, the Denver logo should only be used from existing digital files.

Please DO NOT use the Denver D icon without the DENVER logotype and tagline unless expressly permitted by this guide or the Denver Marketing Office.



PRIMARY LOGO

The horizontal version of the Denver logo (D icon to the left of the logotype) is the preferred logo format.

The logo utilizes the typeface Avenir Black for both DENVER and the tagline.

The distance to the right of the D icon and to left of the type should remain consistent. This distance is determined by the distance between the bottom of the tagline to the bottom of the DENVER logotype, represented by the letter X. The distance from the right edge of the D icon to the left edge of the logotype should be equal to X. The block of text in its entirety is centered vertically with the D icon.



SECONDARY LOGO

When the horizontal version of the Denver logo will not work with your space or design requirements, the secondary, stacked logo version can be used. Again, the distance between the bottom of the D icon and top of the DENVER logotype should be equal to X. The block of text in its entirety is centered horizontally with the D icon.



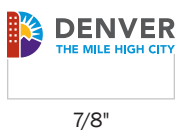
CLEAR ZONE, MINIMUM SIZES & TYPEFACES



CLEAR ZONE

The Denver logo should always have an area of open space or “clear zone” around it. No other graphic elements should fall within this area around the logo.

Where “X” is equal to the distance between the bottom of the tagline to the bottom of the DENVER logotype, leave at least X amount of clearance on all sides of the logo.



MINIMUM SIZES

The Denver logo should always be used at an appropriate size to make sure it is legible.

When the primary signature is used, it should be no smaller than 7/8” wide at the widest point. The secondary signature should be used no smaller than 5/8” at its widest point.

ITC Franklin Gothic Demi

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890@#%^&*!/?/;:.”{}[]()

ITC Franklin Gothic Book

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890@#%^&*!/?/;:.”{}[]()

TYPEFACES

The primary typeface used to accompany the Denver logo is ITC Franklin Gothic.

There are two typefaces in this family that are commonly used for Denver branded materials: Franklin Gothic Demi and Franklin Gothic Book.

Standard fonts such as Arial are permitted within documents created in programs where custom fonts are not available.








LOGO COLORS



The Denver logo color palette is comprised of five colors that represent this vibrant city.

Spot-color printing is the preferred option and should be used whenever possible. However, four-color process printing may be used when spot-color printing is not available or cost effective. When the logo is used on the on screen, the RGB format should be used and hex values should be used for the web. The Denver logo spot colors and their corresponding four-color process, RGB and hex formulas are listed below.

The color samples in this guide are just a visual representation of the colors and should not be used as an accurate color match. Actual Pantone chips should be used to match colors when printing.

	SPOT COLOR (PANTONE)	4 COLOR PROCESS (CMYK)	RGB	HEX COLOR (WEB)
 BRICK RED	PMS 1805	C 0 M 91 Y 100 K 23	R 160 G 0 B 34	#C4161C
 SKY BLUE	PMS 2925	C 85 M 24 Y 0 K 0	R 0 G 150 B 214	#0096D6
 SUNSHINE GOLD	PMS 130	C 0 M 30 Y 100 K 0	R 253 G 185 B 19	#FDB913
 MOUNTAIN PURPLE	PMS 268	C 82 M 100 Y 0 K 12	R 64 G 15 B 96	#491D74
 80% BLACK	PANTONE PROCESS 80% BLACK PMS 425	C 0 M 0 Y 0 K 80	R 88 G 89 B 91	#58595B

Pantone® is a registered trademark of PANTONE Inc.'s color matching system.

Note: Palette colors pertain to both coated and uncoated stocks



REVERSE & ONE-COLOR USAGE



15%



50%



70%

FULL-COLOR REVERSE USAGE

A reverse version of the Denver logo has been developed for use when the logo appears on black or other dark colors. The D is not actually reversed, but uses a white border to separate it from the background. The logotype and tagline are white instead of black to increase legibility.

Use the regular signature on backgrounds with a color that has a tonal equivalency of 15% or less black and the reverse signature on backgrounds with a color that has a tonal equivalency of more than 15% black.



ONE-COLOR USAGE

An alternate version of the Denver logo has been developed to be used when only one color is available.

One-color logos should only be used as an alternative to the preferred full-color version. It should not be used in four-color process printing or in RGB formats, where you can use a full-color version instead.



ONE-COLOR REVERSE USAGE

When only one color is available and the logo appears on black or another dark color, a one-color reverse usage should be used. In this version, the primary D icon is used with a white border with the colored elements reversed to the background color.



INCORRECT USAGE



DO NOT reposition the elements of the logo.



DO NOT use the one-color reversed logo where the primary icon appears in solid white (see page 5 for the correct usage).



DO NOT change the colors of the logo.



DO NOT distort or stretch the logo. Make sure it is always scaled proportionally.



DO NOT use the primary D icon as a decorative capital letter.



DO NOT place the logo on a background without sufficient contrast (see reverse applications on page 5).



DO NOT place the logo on a photographic background without sufficient contrast (see reverse applications on page 5).



DO NOT use the logo without all of the necessary elements.



DO NOT use the logo or primary icon in a way that violates the minimum clear space, especially in a co-branding situation.



DO NOT use the D icon locked up with any other typeface.



THE CITY FLAG AND THE CITY SEAL



THE CITY FLAG

The city flag graphic is not to be used as a replacement for the Denver D logo. The city flag image is to be associated only with an actual flag representing the City and County of Denver. All materials currently showcasing the city flag as a graphic image need to be phased out and replaced with the D logo (e.g., employee badges, city vehicles, brochures, etc.).

The city flag image is protected by common law rights.



THE CITY SEAL

The city seal is to be reserved for official city documents. Official documents include, but are not limited to, mayoral proclamations, legal documents and death certificates.

To the extent reasonable, city agencies and departments must transition to the updated business systems package for regular city business. The business system package includes letterhead, envelopes, and business cards which are available on the brand center. As appropriate, all marketing, informational and informal material – including websites, uniforms, brochures and other collateral material – should include the Denver D logo and exclude the city seal.

If you have any questions regarding logo usage policies please contact the Denver Marketing Office. If you have any questions regarding legal considerations around the use of the city seal, please contact the City Attorney's Office.



OFFICES WITHIN THE CITY

Offices within the city are able to use their own unique logo, as outlined below. It is also acceptable for the office to use the main City and County of Denver logo if they choose.



DEPARTMENTS AND AGENCIES

To maintain the integrity of the City and County of Denver logo when branding departments, offices and agencies within the city, the logo will still be comprised of three elements. The D icon and DENVER logotype will remain, but the name of the department will take the place of the tagline, THE MILE HIGH CITY. Please keep the DENVER logotype alignment the same as the main City and County of Denver logo.



When the name of the department is too long to fit onto one line, the text should flow to the second (or third, if applicable) line. The top of the department name will remain on the same level. Please try to split the name evenly onto two lines, and do not extend the name of the department further than approximately 50% beyond the length of DENVER. Please refer to **page 5** for reverse and one-color usage.

Please do not use the word “DENVER” in department name to avoid redundancy, and acronyms in the department name should be avoided whenever possible.



DIVISIONS WITHIN DEPARTMENTS AND AGENCIES

When branding programs that are contained within the city’s departments, offices and agencies, a new type configuration applies. The name of the program is set first in the position and ratio indicated below. The name of the parent department, office or agency moves to the second line, and always follows the word “Denver.”



If the name of the program is too long to fit onto one line, it should flow to the second line.



As with the primary Denver logo, the distance to the right of the D icon and to left of the type should remain consistent within program logos. Note that in these applications, all text elements move to align to the top of the D icon.

TAGLINES

Please do not lock up taglines, mission statements, etc. to the logo when creating an office’s identity.


EXCEPTIONS

The three divisions of the Department of Safety and Denver International Airport are the only city offices that are permitted to continue using independent logos. The Denver D logo should still be co-branded with these agencies whenever appropriate.



LETTERSET

Align letter with left side of DENVER and tagline type


1.75"

Agency/Department Name
Street Address | Denver, CO Zip
www.denvergov.org/department name
p: xxx.xxx.xxx | c: xxx.xxx.xxx | f: xxx.xxx.xxx

311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

1.25"





LETTERHEAD

This letterhead has also been set up as a Microsoft® Word template.

If the document is released from multiple divisions, please typeset only the primary department/agency contact information centered across the bottom to avoid confusion and maintain the specified layout.


When typing a letter, align the left side of the text with the left side of the DENVER and tagline typography and begin typing 1.75" from the top of the page.

Leave a 1.25" margin at the bottom of the page to accommodate contact information.

<div style="display: flex; justify-content: space-between; align-items: center;">  </div> <p style="font-size: 0.8em;"> Firstname Lastname Job Title Division, Agency/Department Name p: xxx.xxx.xxx Street Address c: xxx.xxx.xxx Denver, CO Zip f: xxx.xxx.xxx firstname.lastname@denvergov.org www.denvergov.org/agencyname </p> <div style="background-color: #0070c0; color: white; padding: 2px; font-size: 0.7em; text-align: center;"> 311 POCKETGOV.COM DENVERGOV.ORG DENVER 8 TV </div>	<div style="display: flex; justify-content: space-between; align-items: center;">  </div> <p style="font-size: 0.8em;"> Firstname Lastname Job Title Division, Agency/Department Name p: xxx.xxx.xxx Street Address c: xxx.xxx.xxx Denver, CO Zip f: xxx.xxx.xxx firstname.lastname@denvergov.org www.denvergov.org/agencyname </p> <div style="background-color: #c00000; color: white; padding: 2px; font-size: 0.7em; text-align: center;"> 311 POCKETGOV.COM DENVERGOV.ORG DENVER 8 TV </div>
<div style="display: flex; justify-content: space-between; align-items: center;">  </div> <p style="font-size: 0.8em;"> Firstname Lastname Job Title Division, Agency/Department Name p: xxx.xxx.xxx Street Address c: xxx.xxx.xxx Denver, CO Zip f: xxx.xxx.xxx firstname.lastname@denvergov.org www.denvergov.org/agencyname </p> <div style="background-color: #4b0082; color: white; padding: 2px; font-size: 0.7em; text-align: center;"> 311 POCKETGOV.COM DENVERGOV.ORG DENVER 8 TV </div>	<div style="display: flex; justify-content: space-between; align-items: center;">  </div> <p style="font-size: 0.8em;"> Firstname Lastname Job Title Division, Agency/Department Name p: xxx.xxx.xxx Street Address c: xxx.xxx.xxx Denver, CO Zip f: xxx.xxx.xxx firstname.lastname@denvergov.org www.denvergov.org/agencyname </p> <div style="background-color: #ffc000; color: white; padding: 2px; font-size: 0.7em; text-align: center;"> 311 POCKETGOV.COM DENVERGOV.ORG DENVER 8 TV </div>

BUSINESS CARDS

Visit the Brand Center at www.denvergov.org/brandcenter for electronic files and pre-printed shells. Do not attempt to recreate the business card artwork. Please do not add logos or other artwork to the back of the card.



Department/Agency Name
Division Name
Street Address
Denver, CO Zip

311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

#10 ENVELOPE

Visit the Brand Center at www.denvergov.org/brandcenter for electronic files and pre-printed shells. Do not attempt to recreate the envelope artwork.

For additional templates not provided within this document (i.e. pocket folders, press releases, presentations, etc.) please contact the Denver Marketing Office.



EMAIL SIGNATURES AND MOBILE GUIDELINES



DENVER
THE MILE HIGH CITY

First Name N. Lastname | Job Title
Division, Agency/Department | City and County of Denver
p: (xxx) xxx-xxxx | name.name@xxxxxxxxxxdenvergov.org

CONNECT WITH US | 311 | pocketgov.com | denvergov.org | Denver 8 TV | Facebook

EMAIL SIGNATURES

Email signatures should feature the horizontal version of the City and County of Denver logo below the email sender's information. Directly below this, the signature should additionally contain the city's four connection touch-points as illustrated in the example image on the right. This text graphic represents the four most common ways in which residents connect with the city for services, schedules, and information.

Please use a text-only version of the signature when responding to email changes so as not to unnecessarily increase the message file size. Agency or department specific logos, per page 8, are permitted in email signatures. However, it is the sole responsibility of the communications director in each department to create and distribute these templates in order to ensure that the graphic standards are maintained.

Personal quotes, background colors and patterns, etc., should not be used in the email signature. However, department mission statements are acceptable when necessary. It is also permissible to add certain standardized language, such as legal disclosure policies or requests to minimize paper usage.

Please note that Arial is used in place of Franklin Gothic in this application because it is a web-safe font.

Please refer to the [Denver Brand Center](#) to properly set up your email signature.



APP ICONS

Departments, agencies, divisions and programs within the City and County of Denver may have the opportunity to create mobile apps. When doing so, any primary, secondary or accent color can be utilized.

Glyph icons are used for mobile application toolbars, splash screens, navigation, and menus. Mobile application glyph icons must be designed as monochromatic symbols with an emphasis on minimalism and simplicity. Mobile app icons must provide easy recognition in formats as small as 32 x 32 pixels and must adhere to all size standards provided by the specific mobile application framework (iOS, Android, Windows Phone, etc.). They should be developed in vector format to be scalable up or down, depending on the required specifications.

The app icon should feature a simple, representative image reversed out on a city color. The icon should feature a solid color border and an embossed effect to give it dimension. Examples are at left; please note that customized icons should be approved by the Denver Marketing Office before they are used.



PROGRAM, VENUE AND EVENT LOGOS



Any office operating solely under the City and County of Denver, exclusively funded with taxpayer dollars and/or at the direction of the mayor should be using the Denver D as its primary logo. However, there are instances when a city program, venue or event may merit its own visual identity, such as in the case of a partnership with an external entity, when the initiative needs to be marketed broadly, or when legal or political considerations make the Denver D less preferred. In those scenarios, some basic quality assurances should be considered.

Please contact the Denver Marketing Office before a new logo is created.

Some guidelines to consider when designing a new program identity:

Logos & Symbols

Style matters. The symbol reflects Denver's energy, the amazing weather, outdoor lifestyle and economic vitality through the incorporation of the shining sun, blue skies, majestic mountains and downtown landscape. When creating a new program identity, try to be compatible with the design feel established by the Denver "D" icon.

Brand Recognition

It's important for our audiences to understand which programs are affiliated with the city. Please use the City and County of Denver logo and identity prominently on all materials. In applications where the Denver D cannot be featured prominently, such as on an independent website, please include prominent text explaining the affiliation with the city (e.g. "Red Rocks Amphitheater is a proud venue of the City and County of Denver.")

Co-Branding

Consider what other logos will appear with the new one and try to complement, instead of compete with them.

Color Palette

Always use colors from the approved palette. See page 12 for expanded colors.

Typefaces

When it comes to font personality, a little goes a long way. Try to stay within the Franklin Gothic font family when possible.

Simplification

Logos should rarely have more than a couple colors and distinct elements (mark, typeface, tagline).

Scalability

Logos should have the ability to be used in very large or very small formats, meaning that high resolution versions should be developed and too many elements should be avoided.

Section 508 Web Color Contrast

Web Content Accessibility Guidelines (WCAG 1.0) require that there be a sufficient level of tonal contrast between colors so that low-vision users can read content on colored backgrounds. Guidelines for ensuring color combinations include:

- Select color combinations that can be differentiated by users with color deficiencies;
- Use tools to see what color combinations will look like when in black and white as seen by color-deficient users;
- Ensure that the lightness contrast between foreground and background colors is high;
- Increase the lightness contrast between colors on either end of the spectrum (e.g., blues and reds); and
- Avoid combining light colors from either end of the spectrum with dark colors from the middle of the spectrum.

Please contact the Denver Marketing Office with any questions regarding program identity best practices.



EXPANDED PALETTE



Although the main logo is comprised of five colors, city programs may use colors in the expanded palette for identity development and other graphic design. The expanded palette includes four secondary colors and four accent colors.

PRIMARY PALETTE

SPOT COLOR (PANTONE)



PMS 1805

BRICK RED



PMS 2925

SKY BLUE



PMS 130

SUNSHINE GOLD



PMS 268

MOUNTAIN PURPLE



PANTONE
PROCESS
80% BLACK

80% BLACK

SECONDARY PALETTE

SPOT COLOR (PANTONE)



PMS 384

YELLOW GREEN



PMS 294

BRIGHT BLUE



PMS 152

ORANGE



PMS 180

RED ORANGE

4 COLOR PROCESS (CMYK)

C 18
M 0
Y 100
K 31

C 100
M 58
Y 0
K 21

C 0
M 51
Y 100
K 1

C 0
M 79
Y 100
K 11

RGB

R 159
G 166
B 23

R 0
G 85
B 150

R 243
G 144
B 29

R 217
G 83
B 30

HEX COLOR (WEB)

#9FA617

#005596

#F3901D

#D9531E

ACCENT COLORS



PMS 296

NAVY

C 100
M 46
Y 0
K 70

R 0
G 45
B 86

#002D56



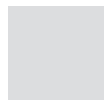
PMS 7496

BRIGHT GREEN

C 40
M 0
Y 100
K 38

R 109
G 141
B 36

#6D8D24



PMS 420

LIGHT GRAY

C 0
M 0
Y 0
K 15

R 220
G 221
B 222

#DCDDDE



PMS 7501

CREAM

C 0
M 4
Y 20
K 6

R 241
G 227
B 197

#F1E35C

Pantone® is a registered trademark of PANTONE Inc.'s color matching system.

Note: Palette colors pertain to both coated and uncoated stocks



EXPANDED PALETTE: SUGGESTED USAGE



When selecting colors for a new program identity, please choose from the primary and expanded palette.

While it is not required to use a primary palette color, it is recommended to maintain brand recognition throughout subbrands.

Example Palette 1



Example Palette 2



You may use up to all four colors in the secondary palette, but please do not exceed five colors overall in identity development.

Example Palette 3



Example Palette 1



If you are using one or more accent color (up to three), please use at least one color from the primary or secondary palette.

Example Palette 2



Do not use a color from the accent palette as the dominant color in the application.

Example Palette 3





ALLIED ORGANIZATIONS AND CO-BRANDING

EXISTING ALLIED ORGANIZATIONS

It is recognized that there are several organizations that are closely aligned with the City and County of Denver, which each have their own brand personality. Examples of these organizations include the Denver Zoo, the Denver Botanic Gardens, Denver Water, and Denver Public Schools. These organizations are not required to rebrand to align with the new branding standards.

DENVER BOTANIC
GARDENS

x



.75 x

ALLIED ORGANIZATION CO-BRANDING WITH THE CITY OF DENVER

Allied organizations with their own brand personality are not required to include the City and County of Denver logo on their collateral. However, if they decide to do so and have met the requirements outline on page 1, the City and County of Denver logo usage must comply with this guide and it must visually be at least 75% of the allied organization's logo. Additionally, please do not lockup the allied organization and City and County of Denver's logo, or use parts of the Denver logo within the allied organization's logo. Maintain clear space defined on **page 3**.



DENVER BOTANIC
GARDENS



(Maintain clear area defined on p. 3)

CO-BRANDING PARTNERING AGENCIES AND SPONSORS

The City and County of Denver often partners with outside entities to promote a program or service. When partnering with outside organizations it is acceptable, if granted permission by both entities, to place their logos side by side with the Denver D.



GLOSSARY OF TERMS

Accent Color — A palette chosen to accent or support main colors utilized in identity development.

Clear Zone — Logo guidelines often specify a clear zone surrounding the logo. No other art or type should encroach on the clear zone.

Co-Branding — If two logos appear together to imply a cooperative effort, it is called co-branding. Logos used in co-branding should always respect the necessary clear space surrounding each logo.

Digital File — Digital files that are prepared by graphic designers to be printed or to be uploaded to web sites.

Foreground — The visual plane in an image closest to the viewer.

Four-Color Process — Process printing uses four inks (cyan, magenta, yellow and black — also referred to as CMYK) printed together to create a wide spectrum of colors.

Graphic Standards — An organization's requirements for reproducing its graphics and branding elements on all surfaces.

Glyph Icons — A graphic symbol that provides the appearance or form for a character. A glyph can be an alphabetic or numeric font or some other symbol that pictures an encoded character.

Hex Colors — Hexadecimal numbers or "hex" numbers are a base-16 numbering system used to define colors on web pages. A hex number is written from 0-9 and then A-F.

Lockup — The final form of a logo and a icon with all of the elements locked in their relative positions. For the sake of maintaining consistency in all mediums and to create a sense of cohesion between the elements, the lockup should not be taken apart or altered in any way.

Logotype — Logotype refers specifically to a word integrated into the logo.

Mobile Application — Also known as an app, a mobile application is a term used to describe software that runs on smart phones and mobile phones.

Monochromatic — Containing or using only one color.

Navigation — A user interface element within a webpage that contains links to other sections of the website.

Pixels — A physical point in a raster image, or the smallest addressable element in a display device; so it is the smallest controllable element of a picture represented on the screen.

Primary Icon — An organization's predominant mark; the preferred logo to be used on collateral.

Primary Palette — The main colors that comprise an organization's identity.

Raster Image — In computer graphics, a raster image, or bitmap, is a dot matrix data structure representing a generally rectangular grid of pixels, or points of color, viewable via a monitor, paper, or other display medium. Raster images are stored in image files with varying formats.

Re-Typeset — To re-typeset essentially means to re-type. It is never acceptable to re-type the words in a logo or tag line; instead always use the artwork provided.

Reverse Logo — A reverse logo is used when a logo appears on a dark background color that doesn't provide enough contrast. In order to make the logo more legible, the logo colors are changed to white.

RGB Format — Colors are used in RGB (red, green and blue) format when they appear on computer or television screens.

Scalable — An icon or logo's ability to be reduced or blown up in size.

Secondary Palette — Colors chosen to support the primary palette in an organization's identity.



GLOSSARY OF TERMS CONTINUED

Splash Screen — An image that appears while a computer program is loading. It may also be used to describe an introduction page on a website.

Spot Color — Spot color printing uses pre-mixed ink colors determined by the Pantone Matching System (PMS). They accurately represent color chips provided to the print and design industry.

Tagline — Tagline refers to a few word description that often accompanies a logo to make it more descriptive.

Tonal Contrast — The difference between the light and dark areas in a composition.

Typeface — Typeface is the same as “font.” A font or typeface is a professionally designed alphabet. Most logo guidelines specify the typeface to use with the logo.

Typesetting — Before computers became a part of design and printing, words were prepared for print by manually setting individual letters in the right sequence: “typesetting.” The term is still used to describe preparation of letters and words for print. If you choose a font and letter size for placement in a document, you are “typesetting.”

Vector — An image made up of solids, lines and curves that can be scaled or edited without affecting image resolution.

Web-Safe Font — A set of fonts that appear on a large percentage of computers. Common Web-safe fonts include: Arial, Courier New, Times New Roman, Georgia, Trebuchet, and Verdana.