

**FIRST AMENDMENT
TO
TO STANDARD INSURANCE COMPANY
AGREEMENT**

This **FIRST AMENDMENT** to the STANDARD INSURANCE COMPANY Agreement (“**First Amendment**”) is entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “**City**”) and **Standard Insurance Company**, 1100 SW Sixth Avenue, P11C, Portland, Oregon 97204 (the “**Insurance Company**”), (collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties entered into that certain services Agreement dated December 20, 2016, Denver Contract Control Number CSAHR-201631065-00 (“**Agreement**”), and;

WHEREAS, the Parties desire to amend the Agreement to add an exhibit to effectuate coverage and plan design as contemplated by the parties, and;

WHEREAS, the Parties desire to allow the Executive Director, as authorized in paragraph 1 of the Agreement, to sign the attached exhibit and any other policy-related documents to effectuate the coverage and administration of the plan benefits contemplated in the original agreement

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, the Parties agree as follows:

1. The Exhibit A-1 attached to this First Amendment shall be incorporated into and added to the Agreement as “Exhibit A-1 to Purchase Agreement”

2. To allow signature of the individual policy, Sub-Paragraph 1(a) of the Agreement shall be amended to read as follows:

1. **COORDINATION AND LIAISON:**

a. The Executive Director, or the Executive Director’s designee, shall be the authorized representative to sign the final insurance policies, the attached Exhibits, and any other documents necessary to effectuate the policy-related documents, and implement the administration of the approved plan design and coverage the City desires to purchase.

3. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

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: CSAHR-201631065-01

Contractor Name: Standard Insurance Company

By: Graeme Queen

Name: Graeme Queen
(please print)

Title: 2nd VP Strategic Services
(please print)

ATTEST: [if required]

By: Brent D. Wilson

Name: Brent D. Wilson
(please print)

Title: Notary Public / Administrative Asst.
(please print)



**EXHIBIT A-1
TO
PURCHASE AGREEMENT**



Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282

Employee Benefits Consultant: Stephen O'Grady
Employee Benefits Service Representative: Eric Nelson
Employee Benefits Sales and Service Office: Denver

Employer Name: City and County of Denver
Group Number: 642061

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

642061-A

Member Means:

1. A Career Service, Sheriff or Denver Employees Retirement Plan (DERP) employee ENROLLED IN THE SICK AND VACATION LEAVE PLAN outlined in D.R.M.C. § 18-123 of the Employer, excluding a uniformed police, uniformed fire or retired employee;
2. Actively At Work at least 20 hours each week (for the purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays or vacation days, so long as the person is capable of Active Work on those days) and;
3. A citizen or resident of the United States or Canada.

642061-B:

Member Means:

1. A Career Service, Denver Employees Retirement Plan (DERP), or a mayoral appointee employee ENROLLED IN THE PAID TIME OFF (PTO) LEAVE PLAN outlined in D.R.M.C. § 18-123, excluding a uniformed police, uniformed fire, or retired employee;
2. Actively At Work at least 20 hours each week (for the purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays or vacation days, so long as the person is capable of Active Work on those days) and;
3. A citizen or resident of the United States or Canada.

I request that the amendment become effective on 03/01/2017. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name: _____ Title: _____
Authorized Representative

Print Name: _____ Date: _____