

PURCHASE AGREEMENT
Vision Service Plan Insurance Company

THIS PURCHASE AGREEMENT (“**Agreement**”) is effective January 01, 2016 (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 following Insurance being purchased by the City is evidenced by the attachment hereto, and incorporated herein as follows: Group Vision Care Plan, which reflects the terms of the Insurance policy, which is pending approval by the Colorado Division of Insurance (“**DOI**”). Attached hereto, is the Summary of Benefits and Coverage “**SBC**” (attached as “**Exhibit A**”) to evidence the pending policy.

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

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 terminate at 11:59 p.m., on December 31, 2016. 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 **SIX HUNDRED**

FIVE THOUSAND and NO/100 Dollars (\$605,000.00), (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 the Consultant 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 the Consultant 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. The Consultant 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 Consultant, 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. Consultant shall fully coordinate all logo use under this Agreement with the Denver Marketing Office ((720) 913-1633, denvermarketing@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 Consultant pursuant to this Agreement and for the purpose of identification only. Consultant 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 Consultant.
- e. Consultant shall be solely responsible for the entire cost and expense of Consultant'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. Consultant 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. Consultant 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. Consultant may use the colors set forth in the "Denver Logo Colors" document, (attached hereto as "**Exhibit C**") or it may use black or shades of gray.
- i. Consultant shall affix a trademark ("™") or registration ("®") indication next to the Denver Logo as directed by the Denver Marketing Office.

Consultant 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	Logo Limited License Terms

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 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. GRANT OF LIMITED LICENSE TO USE LOGO

- a. City hereby grants to Consultant, 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. Consultant shall fully coordinate all logo use under this Agreement with the Denver Marketing Office ((720) 913-1633, denvermarketing@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 Consultant pursuant to this Agreement and for the purpose of identification only. Consultant 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 Consultant.
- e. Consultant shall be solely responsible for the entire cost and expense of Consultant’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. Consultant 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. Consultant 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. Consultant may use the colors set forth in the “Denver Logo Colors” document, (attached hereto as “**Exhibit C**”) or it may use black or shades of gray.
 - i. Consultant shall affix a trademark (“™”) or registration (“®”) indication next to the Denver Logo as directed by the Denver Marketing Office.
24. Consultant 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

25. **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.

26. **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.

27. **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.

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

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-201525187-00

Contractor Name: Vision Service Plan

By:  _____

Name: Kate Renwick-Espinosa
(please print)

Title: President, VSP Vision Care
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**EXHIBIT A
TO
PURCHASE AGREEMENT
VISION SERVICE PLAN COMPANY**

2016 SUMMARY OF BENEFITS AND COVERAGE

Your VSP Vision Benefits Summary

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

VSP Coverage Effective Date: 01/01/2015

VSP Doctor Network: VSP Choice

Visit vsp.com for more details on your vision benefit and for exclusive savings and promotions for VSP members.

Benefit	Description	Copay	Frequency
Your Coverage with VSP Doctors and Affiliate Providers*			
WellVision Exam	• Focuses on your eyes and overall wellness	\$10	Every calendar year
Prescription Glasses		\$25	See frame and lenses
Frame	• \$160 allowance for a wide selection of frames • \$180 allowance for featured frame brands • \$90 allowance at Costco • 20% savings on the amount over your allowance	Included in Prescription Glasses	Every other calendar year
Lenses	• Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children	Included in Prescription Glasses	Every calendar year
Lens Enhancements	• 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)	• \$130 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation); copay up to \$60		Every calendar year
Diabetic Eyecare Plus Program	• 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 doctor within 12 months of your last 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		

Out-of-Network Reimbursement Schedule

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

Exam.....up to \$45	Single Vision Lenses.....up to \$30	Lined Trifocal Lenses.....up to \$65	Contacts.....up to \$105
Frame.....up to \$70	Lined Bifocal Lenses.....up to \$50	Progressive Lenses.....up to \$50	

***Coverage with a retail chain affiliate 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.

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

©2010 Vision Service Plan. All rights reserved.
VSP and WellVision Exam are registered trademarks of Vision Service Plan. All other company names and brands are trademarks or registered trademarks of their respective owners.

**EXHIBIT B
TO
PURCHASE AGREEMENT
VISION SERVICE PLAN COMPANY**

ACORD CERTIFICATE OF LIABILITY INSURANCE

**EXHIBIT C
TO
PURCHASE AGREEMENT
VISION SERVICE PLAN COMPANY

LOGO RESTRICTIONS**

EXHIBIT
DENVER LOGO COLORS



The Denver logo is available in a horizontal layout, which is preferred, or a vertical layout. The color palette is comprised of five colors:



PMS 1805
BRICK RED



PMS 2925
SKY BLUE



PMS 130
SUNSHINE
GOLD



PMS 268
MOUNTAIN
PURPLE



PANTONE
PROCESS
80% BLACK

REVERSE USAGE A reverse version of the Denver logo has been developed to be used on black or other dark colors. A white border is used to separate the symbol from the background. The logotype and tagline are white instead of black to increase legibility. When only one color is available, the black logo or one-color reverse artwork should be used. Additional details on the appropriate use of the Denver logo can be found in the [Denver brand center](#).