

AGREEMENT FOR DISBURSEMENT OF FUNDS
BY CITY FROM DENVER HEALTH AND HOSPITAL AUTHORITY TAX FUND

THIS AGREEMENT is made between, on the one hand, the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City and County of Denver”), for itself and on behalf of the **DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT** (“DDPHE”), (and together the City and County of Denver and DDPHE may be referred to collectively hereinafter as the “City”) and, on the other hand, **DENVER HEALTH AND HOSPITAL AUTHORITY**, a political subdivision of the State of Colorado, whose address is 777 Bannock Street, Denver, Colorado 80204 (hereinafter “Denver Health”), and hereinafter the City together with Denver Health may be collectively referred to as the “Parties,” and “Party” may refer to any or each of them.

RECITALS:

A. Denver Health is a full service, fully integrated healthcare system that has been in existence and operating since 1860. It is a bedrock of Denver serving as the safety net hospital for Colorado with the mission of providing access to high quality health care and related supportive services to those in need in Denver, regardless of their ability to pay.

B. As a safety net hospital, a substantial percentage of those served by Denver Health are individuals who are uninsured, underinsured and members of vulnerable populations without the means to cover the costs of their needed health care and services.

C. In recognition of the needs of the population and of the services and care provided by Denver Health, the electors of the City and County of Denver in a general election on November 5, 2024, approved a sales and use tax increase of thirty-four one-hundredths of one percent (.34%) to benefit Denver Health. The tax is to be paid on all regular taxable uses, consumptions, distributions, and storages of commodities and services (excluding uses specifically exempted by municipal ordinance) beginning January 1, 2025. The tax fund to receive the proceeds is entitled the Denver Health and Hospital Authority Tax Fund (“Denver Health Tax Fund” as that term is defined in the Ordinance) and is for the purpose of funding and supporting Denver Health in its provision of: Emergency and Trauma Care; Primary Medical Care; Mental Health Care; Drug and Alcohol Use Recovery; and Pediatric Care services, all of which are within the ongoing care and services being provided by Denver Health in and by its hospital, clinics and care teams.

D. As set out in Article XV of Chapter 24, Denver Revised Municipal Code (the “Ordinance”), monies from the Denver Health Tax Fund shall be applied to uses identified herein and in the governing ordinance. None of the monies provided to Denver Health hereunder from the Denver Health Tax Fund is intended to either reduce the current level of support for Denver Health from the general fund, provided, however, that nothing herein shall otherwise prevent annual increases or decreases of general fund support for Denver Health based on the factors set forth in the section of the 2024 Operating Agreement entitled ‘Patient Care Services,’ or any subsequent agreement or provision negotiated between the City and Denver Health.

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E. The Ordinance sets forth requirements for the Denver Health Tax Fund, including provisions for administration of and reporting on expenditures from the Denver Health Tax Fund, and provides for an intergovernmental agreement between the Parties with respect to administration of the Denver Health Tax Fund.

F. The City will distribute monies from the Denver Health Tax Fund to Denver Health, and Denver Health shall use such funds in compliance with the ordinance and subject to terms and conditions set forth in this agreement between the Parties.

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

1. CONTRACT DOCUMENTS & DEFINITIONS:

A. Order of Precedence. In the event of a conflict or inconsistency among the Ordinance, this Agreement, such conflict or inconsistency shall be resolved by reference to the Ordinance and documents in the following order of priority:

- i. The Ordinance; and
- ii. This Agreement.

B. Definitions. In addition to any other definitions contained elsewhere in this Agreement, the following definitions will apply to this Agreement. Unless the context clearly indicates otherwise, words used in the singular include the plural, the plural includes the singular, and the use of a specific gender includes any other gender.

- i. “City Administrative Expenses” shall mean the monies in the Denver Health and Hospital Authority Tax Fund expended to pay the costs incurred by the city associated directly with the administration or management of the Tax Fund.
- ii. “City Law” shall include the Denver City Charter, Denver Revised Municipal Code, executive orders, rules, regulations, directives, policies and procedures prescribed by the City and County of Denver which govern the use or expenditure of City Funds, the Ordinance, or this Agreement.
- iii. “State Funding” means monies from the State of Colorado available for funding hospital, medical or health care activities or services.
- iv. “State Law” includes any laws, rules, or regulations of the State of Colorado which govern the use or expenditure of State Funds.

2. TERM OF AGREEMENT:

A. The “Term” of this Agreement shall be **January 1, 2025, through December 31, 2026**, and the Parties shall convene a meeting at least annually to review the terms of the

Agreement.

B. In the event the Parties have not entered into a new written agreement in advance of the expiration date of this Agreement, then parties may enter into a written amendment to extend the term for no more than six (6) months on the same terms, and disbursements shall be made under the terms of this Agreement until such time as the parties enter into a new agreement, and the parties agree they shall work diligently and in good faith to enter into a new Agreement as soon as is practicable.

3. OBLIGATIONS OF DENVER HEALTH FOR USE OF MONIES FROM THE DENVER HEALTH TAX FUND:

A. During the Term (as defined below), Denver Health shall:

- i.** Use all funds provided to it from the Denver Health Tax Fund solely for the purpose of funding and supporting provision of: Emergency and Trauma Care; Primary Medical Care; Mental Health Care; Drug and Alcohol Use Recovery; and Pediatric Care services;
- ii.** Carry out the provision of such services in a manner which complies with all applicable laws, regulations and requirements, including, without limitation, State Law and City Law.

4. PLANNING AND REPORTING BY DENVER HEALTH ON USE OF MONIES FROM THE DENVER HEALTH TAX FUND:

A. Commencing March 31, 2025, and by no later than May 31, 2025, Denver Health shall provide an annual addendum to this agreement which shall be provided by Denver Health to DDPHE and City Council and which outlines and proposes how the Denver Health Tax Fund will be expended by Denver Health in 2025, and which is aligned with the areas of services identified in the ordinance, including anticipated administrative expenses. This addendum shall include, but not be limited to, the following:

- i.** Proposed annual spending plan for 2025 showing categories and amounts of anticipated expenditures of Denver Health Tax Fund monies including anticipated administrative expenses and carry forward, and such Addendum shall also include metrics referenced in 4.A.ii.;
- ii.** Metrics which reflect or quantify the performance, effectiveness or quality of the services or products included in the annual spending plan included in the Addendum for 2025, including, but not limited to, metrics such as: patient volumes, patient demographics, and quality metrics.

B. Commencing January 1, 2026, and each year thereafter, by no later than the end of the first calendar quarter of that year, Denver Health shall provide an annual addendum to this agreement which shall be provided by Denver Health to DDPHE and City Council and which

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outlines and proposes how the Denver Health Tax Fund will be expended by Denver Health in that year, and which is aligned with the areas of services identified in the ordinance including anticipated administrative expenses. This addendum shall include, but not be limited to, the following:

- i. Proposed annual spending plan for that current year showing categories and amounts of anticipated expenditures of Denver Health Tax Fund monies including anticipated administrative expenses and carry forward, and such Addendum shall also include metrics referenced in 4.B.ii.;
- ii. Metrics which reflect or quantify the performance, effectiveness or quality of the services or products included in the annual spending plan included in the Addendum for the upcoming year, including, but not limited to, metrics such as: patient volumes, patient demographics, and quality metrics.

C. Commencing January 1, 2026, and by no later than the end of the first calendar quarter of 2026 and for each year thereafter, Denver Health shall provide a written report which outlines and identifies how the amounts from the Denver Health Tax Fund were used and expended by Denver Health in the preceding calendar year.

D. Among the information to be included in the annual report described in the preceding section (C.) will be:

- i. Audited financial statements for Denver Health conducted by an independent auditor for the prior fiscal year. Draft financial statements for Denver Health can be provided annually upon request but no earlier than March 31, and final audited financial statements will be provided within 30 days after issuance.
- ii. The uses of monies from the Tax Fund, including total dollars expended in each category of: Emergency and Trauma Care; Primary Medical Care; Mental Health Care; Drug and Alcohol Use Recovery; and Pediatric Care services (“Denver Health Tax Fund Service Lines”) as well as an accounting of the associated expenditures;
- iii. A report on metrics identified in 4.A. or 4.B. for the prior year;
- iv. An indication of amounts expended in the preceding year from the Tax Fund for administrative expenditures versus direct patient care costs;
- v. Additional information, as reasonably requested by DDPHE, the Mayor of the City and County of Denver, Denver City Council or City and County of Denver Auditor.

E. In addition to a written report, Denver Health shall, no less than twice per year (which shall be by the end of March and by the end of August each year) make itself available to

DDPHE and City Council, to provide information on the following:

- i. Actual expenditures of Tax Fund dollars in the preceding year;
- ii. Proposed expenditures of Tax Fund dollars for the current year;
- iii. Material variances, if any, between its proposed spending plan and actual expenditures and reasons for those variances;
- iv. Performance with respect to metrics in Section 4.A. or 4.B. for the preceding year and current year;
- v. Proposed metrics for Section 4.A. or 4. B for the current year; and
- vi. Additional information, as reasonably requested by DDPHE, the Mayor of the City and County of Denver, Denver City Council or City and County of Denver Auditor.

5. OBLIGATIONS OF DDPHE REGARDING DISBURSEMENTS FROM THE DENVER HEALTH TAX FUND:

A. Distributions. Monthly distributions by DDPHE to Denver Health under this Agreement shall be made, based upon estimated Denver Health Tax Fund receipts, to the extent the same have been appropriated, paid into the City Treasury and encumbered as described above, at the rate of one-twelfth of the estimated annual total during each month of each calendar year, less allowable City Administrative Expenses.

B. Denver Health shall prepare and submit a monthly distribution request to DDPHE by the fifteenth (15th) day of each month (or the next business day if such day falls on a non-business day) for the month in which the payment is being requested. Payments will be made with terms for immediate payment as are in compliance with the City and County of Denver’s prompt payment ordinance D.R.M.C. § 20- 107, *et seq.* or other applicable City Laws.

- i. The distribution request amount will be one-twelfth of the total appropriation for the fiscal year (less allowable deductions for City Administrative Expenses), until the payment is adjusted pursuant to Section 5.E., below.
- ii. Notwithstanding the preceding section, in the event distributions from the Denver Health Tax Fund become in arrears or are delayed, no matter the reason, then Denver Health may submit an invoice and seek a distribution amount which is greater than one-twelfth of the total appropriation for the fiscal year and which equates to the amount in arrears.
- iii. Invoice Template: Denver Health shall use the agreed-upon invoice template, which will include required invoice elements such as the City’s identifying contract and purchase order numbers, the month for which funding is requested, and the address to which the payment should be remitted and

other appropriate payment instructions. The invoice should also include high-level financial summary data, in a form agreed upon by DDPHE and Denver Health, and a reference to the Ordinance.

- iv. The distribution requests shall be addressed to DDPHEAdmin@denvergov.org or the City Liaison as identified in writing.

C. Maximum Obligation of the City.

- i. The City shall have no obligation under this Agreement to make distributions to Denver Health which exceed the amount collected and paid into the Treasury of the City and County of Denver. Denver Health, acting by and through its Chief Financial Officer (“CFO”), shall request appropriations from the Denver Health Tax Fund on a schedule which coincides with the City’s budget calendar and in amounts which are based upon the estimated receipts of the Denver Health Tax Fund.
- ii. The financial obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by Denver City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement.
- iii. Denver Health acknowledges that: (a) the City does not by this Agreement irrevocably pledge present cash reserves for distributions in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt against or financial obligation of the City.

D. Permanency/Carry Forward. In the event distributions of receipts of the Denver Health Tax Fund received by Denver Health during a particular year are not expended in that year, any such unused amount(s) may be carried forward by Denver Health and used in a subsequent year or years for purposes within the Denver Health Tax Fund Service Lines and in accordance with the Ordinance.

E. Reconciliation. The City and Denver Health shall annually conduct a process to reconcile funds paid to Denver Health from the Tax Fund during the preceding year with the amount actually collected. This reconciliation process shall occur as soon as possible and aligned with completion of the City’s annual single audit. If the actual Denver Health and Hospital Authority Tax Fund receipts are less than distributions made to Denver Health during the previous calendar year, then the City and Denver Health shall agree upon a repayment plan, but in no event shall the repayments extend after the end of the fiscal year. If the actual Denver Health and Hospital Authority Tax Fund sales tax receipts are greater than the distributions made, then the City shall pay that difference to Denver Health, but in no event shall that amount be paid to Denver Health after the end of the fiscal year.

6. CITY LIAISON:

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The Executive Director of DDPHE (“Executive Director”) or his or her designee, shall be the City’s representative under this Agreement. All notices and reports required to be delivered to the City by Denver Health under this Agreement shall be concurrently delivered to the Executive Director.

7. CAP ON CITY ADMINISTRATIVE EXPENSES:

A. Monies in the Denver Health and Hospital Authority Tax Fund may be expended to pay costs incurred by the City directly as the result of activities and work which are reasonable and necessary for the administration and distribution of the Denver Health Tax Fund. DDPHE will provide a proposed annual spending plan to City Council and Denver Health of anticipated city administrative expenditures from the Denver Health Tax Fund monies alongside Denver Health’s annual spending plan. DDPHE will also provide an annual accounting of city administrative expenditures for the preceding year of the Denver Health Tax Fund alongside Denver Health’s annual expenditure reporting.

B. In no case, however, may the City Administrative Expenses exceed more than one (1) percent of the amount of revenue collected in the Denver Health Tax Fund in the year for which the administrative costs are charged, and any amounts within the 1 % cap which are not expended in a particular year shall then be distributed to Denver Health Tax Fund.

8. FUND EARNINGS:

Any interest earned on the balance of the Denver Health Tax Fund shall accrue to the Fund and become part of the amounts to be distributed to Denver Health.

9. STATUS OF DENVER HEALTH AND EFFECT OF THIS AGREEMENT:

A. Denver Health is a body corporate and political subdivision of the State of Colorado pursuant to Colorado Revised Statutes § 25-29-101, et seq. which is also a full service, fully integrated healthcare system, subject to regulations, rules and requirements as a contractor, employer, health care provider, hospital, etc. Subject to and in consideration thereof, this Agreement is not intended to alter or effect any occurrence, circumstance, proceedings, or matters other than those specifically set out herein to which this agreement is intended to apply. Additionally, nothing in this Agreement is intended to nor shall it alter, modify or obviate the statutorily created status of Denver Health nor any of the requirements, conditions benefits or privileges which Denver Health is otherwise subject to or enjoys, including, without limitation, eligibility for State Funding.

10. EXAMINATION OF RECORDS AND AUDITS:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and

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information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with Denver Auditor's Office Rules of Procedure for Appeals and Hearings.

11. WHEN RIGHTS AND REMEDIES NOT WAIVED:

In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of Denver Health. No payment, other action, or inaction by either Party when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

12. INSURANCE:

A. Denver Health is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "Act"). Denver Health shall maintain at all times during the term of this Agreement, including any renewals or extensions, such liability insurance, by commercial policy or self-insurance, as is necessary to meet Denver Health's liabilities in accordance with the limits of the Act. Proof of such insurance shall be provided upon written request by the City. This obligation shall survive the termination of the Agreement.

B. Each Party, or the Party's insurer if applicable, shall waive subrogation rights against the other Party.

C. Professional Liability (Errors & Omissions). Denver Health shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

13. INTER-GOVERNMENTAL LIABILITY:

At all times during the term of this Agreement, including any renewals or extensions, Denver Health shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. Denver Health will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive termination of this Agreement.

14. GOVERNMENTAL IMMUNITY:

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Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. It is acknowledged that any liability for claims for injuries to persons or property arising out of the negligence of the City, its departments, agencies, officials and employees, is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as now or hereafter amended and other applicable laws.

15. NO THIRD-PARTY BENEFICIARY:

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the DDPHE or Denver Health receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST:

The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein that would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9 and 1.2.12, and Denver Health further agrees not to hire or contract for services any official, officer, or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9 and 1.2.12.

17. NOTICES:

A. All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, mailed via United States mail, postage prepaid, or sent by electronic mail (email), as follows:

By Denver Health to DDPHE:

Denver Department of Public Health & Environment
Executive Director
101 W. Colfax Ave., 8th Floor
Denver, Colorado 80202
Email: Karin.McGowan@denvergov.org

With a copy to:

City Attorney:
1437 Bannock Street, Rm. 350
Denver, Colorado 80202

And by the City to Denver Health to:

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April Audain
Chief Financial Officer, Denver Health
601 N. Broadway, 9th Floor
Denver, CO 80203
Email: April.Audain@dhha.org

With a copy to:
Enid A. Wade, JD
Denver Health General Counsel
777 Bannock Street, MC 1919
Denver, CO 80204
Email: Enid.Wade@dhha.org

B. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. Notices sent by electronic mail are effective on the date sent if either (i) confirmation of receipt is received, or (ii) such notice is promptly mailed by certified mail or United States mail (postage prepaid). The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

18. DISPUTES; REQUIRED MEDIATION:

In the event of a dispute between the Parties arising out of or regarding this Agreement, the Parties agree that they will first, before any Party may file suit, provide written notice to the other describing the basis of the dispute. Then, within no more than thirty (30) days of such written notice, the Parties shall convene a meeting, which shall be attended by necessary decisionmakers for each Party, and in that meeting, the decisionmakers shall engage in good faith efforts to resolve any dispute. If the dispute is not resolved by such meeting, then the Parties shall, within sixty (60) days of the previously described meeting, engage in a formal, in-person mediation with a mediator agreed to by both sides. In the event the Parties are not able to agree on a mediator, they shall each select one neutral 3rd party, and those two individuals shall then select a mediator, and each side shall bear one-half (½) of the cost of the mediation.

19. GOVERNING LAW, VENUE:

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Denver City Charter and Revised Municipal Code of the City and County of Denver and the ordinances, regulations and executive orders enacted and promulgated pursuant thereto. Such applicable laws, which may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall be in the City and County of Denver, Colorado.

20. COMPLIANCE WITH ALL LAWS:

Denver Health shall perform or cause to be performed all terms, conditions and requirements to which it is subject under this Agreement in full compliance with all applicable federal law, State Law, City Law and rules, ordinances, codes, regulations, executive orders, and policies whether or not specifically referenced herein.

21. NO DISCRIMINATION IN ADMINISTRATION OR EMPLOYMENT:

A. In carrying out functions under this Agreement or expending any moneys derived from the Denver Health Tax Fund, Denver Health agrees not to discriminate against any person on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, protective hairstyle, or physical or mental disability.

B. In carrying out functions under this Agreement or expending monies derived from the Denver Health Tax Fund, Denver Health 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, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, protective hairstyle, or physical or mental disability.

C. Consistent with provisions herein that there are not third-party beneficiaries to this Agreement, including those in Section 11 above, nothing herein does or is intended to create a private right of action.

22. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Confidential Information. For purposes of this section, “Confidential Information” shall include any materials or information which may be designated or marked “Proprietary” or “Confidential,” or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available by one of the Parties to the other. The Parties agree that disclosure of Confidential Information of one Party, which was provided to that Party by the other, may be damaging. The Parties agree that all Confidential Information provided or otherwise disclosed by one of the Parties to the other as acquired by a Party from the other as a result of performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Parties shall limit access to any Confidential Information acquired through performance of this Agreement to only those employees who have a need to know such information in order to provide services under this Agreement. The Parties shall exercise the same standard of care to protect all Confidential Information as a reasonably prudent entity or as each of the Parties would use to protect its own proprietary or confidential data. The Parties acknowledge that Confidential Information may be in hardcopy, printed, digital or electronic format.

B. Use of Confidential Information. Except as expressly provided by the terms of this

Agreement, the Parties agree that, with respect to Confidential Information of the other Party, they shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Parties further acknowledge that, by providing access to Confidential Information, they are not granting to the other Party any right or license to use such data except as expressly provided in this Agreement. The Parties further agree not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Party who is the owner or source of the Confidential Information.

C. The Parties acknowledge and agree that Denver Health at all times remains obligated to comply with all applicable state and federal laws and regulations protecting the privacy and confidentiality of all information, including protected health information, or other protected information.

D. Open Records. The Parties understand that all the material provided or produced by the City under this Agreement may (or may not) be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (hereinafter “CORA”), and that in the event of a request to the City for disclosure of such information, the City shall advise Denver Health of such request in order to give Denver Health the opportunity to object to the disclosure of any of its proprietary or confidential material. Nothing in this Agreement is intended to create any new or additional right or limitations with respect to the producibility under CORA of any document whether such document: (a) is created or relates to services performed under or which may occur as a result of this Agreement; or (b) is created or relating to a person or entity performing services under or which may occur as a result of this Agreement. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure, and Denver Health agrees that it will intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

23. COMPLIANCE WITH DENVER WAGE LAWS:

To the extent applicable to Denver Health’s provision of services hereunder, Denver Health shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Section 58-1 through 58-26 D.R.M.C., including but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. sections. By executing this Agreement, Denver Health expressly acknowledges that Denver Health is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by Denver Health, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

24. NO TERM CONSTRUED AGAINST DRAFTING PARTY:

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The Parties acknowledge that each of their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

25. ASSIGNMENT; INUREMENT:

This Agreement shall not be assigned, in whole or in part, by any party to this Agreement without the prior written consent of the other party to this Agreement. The rights and obligations of the parties to this Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns, provided any assignments are consented to in accordance with the terms of this Agreement.

26. TIME IS OF THE ESSENCE:

The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

27. PARAGRAPH HEADINGS:

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

28. CITY EXECUTION OF AGREEMENT:

This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by the Denver City Charter, approved by the Denver City Council.

29. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

The Parties each consent to the use of electronic signatures by the other party. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and Denver Health. The Parties agree not to deny the legal effect or enforceability of this 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 this 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.

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202578269-00
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

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DENVER HEALTH AND HOSPITAL AUTHORITY

By: Signed by:
Donna Lynne
EEF72387E88047B... Signed by:
Enid Wade
DG768GBGDF69497...

Donna Lynne

Enid wade

Name: _____
(please print)

Title: CEO General Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)