

<p><b>DISTRICT COURT, ARAPAHOE COUNTY, COLORADO</b></p> <p><b>Court Address:</b> 7325 S. Potomac Street Centennial, Colorado 80112</p>	<p>DATE FILED: August 29, 2022 1:08 PM CASE NUMBER: 2022CV31492</p>
<p><b>Plaintiff:</b> TRI-COUNTY HEALTH DEPARTMENT</p> <p><b>vs.</b></p> <p><b>Defendants:</b> ADAMS COUNTY, COLORADO; ARAPAHOE COUNTY, COLORADO; and DOUGLAS COUNTY, COLORADO</p>	<p><b>▲ COURT USE ONLY ▲</b></p> <p>Case No.:</p> <p>Div.:</p>
<p align="center"><b>AGREED ORDER APPOINTING RECEIVER</b></p>	

The Court, having considered Plaintiff Tri-County Health Department’s (“TCHD”) Complaint for Appointment of Receiver (“Complaint”) and Unopposed Motion for Sua Sponte Appointment of Receiver (“Motion”), and being advised in the premises, hereby grants the Motion and finds and concludes:

- A. The Court has jurisdiction and venue is proper pursuant to C.R.C.P. 98;
- B. The averments in the Complaint and Motion support the relief requested and establish a right to the appointment of a receiver for TCHD, pursuant to C.R.C.P. 66 and the inherent power of the Court sitting in equity; and
- C. The appointment of a receiver for TCHD is appropriate to preserve its assets and to manage the winding up of its affairs at this time and continuing after it is dissolved by operation of law on December 31, 2022.

**BASED ON THE COMPLAINT AND MOTION, THE COURT FURTHER FINDS:**

- 1. TCHD is a district public health agency and political subdivision of the State of Colorado established by Adams, Arapahoe, and Douglas Counties (the “Counties”) pursuant to

C.R.S. §25-1-506 et seq. Its administrative and principal/home office is located in Greenwood Village, Colorado, and it has ten other offices within the 3,000 square mile area of the three Counties it serves.

2. TCHD is the largest local public health agency in the State of Colorado, and has been in existence for over 74 years. It was initially established by Adams, Arapahoe, and Jefferson Counties in 1948. In 1958 Jefferson County separated from TCHD to form its own local public health agency. In 1966 Douglas County joined TCHD. As required by the repealed and reenacted public health statutes in 2008 (L. 2008, p. 2039, §1), in March 2009 TCHD was re-established as the district public health agency for Adams, Arapahoe, and Douglas Counties.

3. As a district public health agency, TCHD acts principally to protect and preserve the public's health. C.R.S. §25-1-502 (6). Public health means the prevention of injury, disease, and premature mortality, the promotion of health in the community, and the response to public and environmental health needs and emergencies, with public health being accomplished through the provision of a variety of essential public health services. C.R.S. §§25-1-502 (3) & (5).

4. TCHD is governed by its own Board of Health ("BOH"). C.R.S. §§25-1-506, 508. The director of TCHD is its public health director (also known as executive director), currently Dr. John M. Douglas, Jr. ("Public Health Director"). C.R.S. §25-1-509.

5. As of January 2022, TCHD had approximately 400 full-time employees, plus approximately 200 temporary employees for COVID-19 related work. As of the filing of the Complaint and Motion, TCHD had approximately 320 full-time employees, 66 part-time employees, and 106 temporary employees. The reduction in workforce was occasioned by a small number of employees retiring, and by a larger number of employees leaving TCHD to work elsewhere due to the pending cessation of operations as referenced below, as well as a reduction in temporary employees due to reduced demands for a COVID-19 response.

6. TCHD has until recently been organized into 8 divisions: (a) Human Resources; (b) Emergency Preparedness, Response, and Communicable Disease Surveillance; (c) Administration and Finance; (d) Nutrition; (e) Planning and Information Management; (f) Community Health Promotion; (g) Environmental Health; and (h) Nursing. A description of the divisions, their functions, and the services they provide is found at [www.tchd.org/about/divisiondescriptions](http://www.tchd.org/about/divisiondescriptions). Within the past month, due to departures of key personnel, the functions and remaining staff of the Planning and Information Division have been allocated to other divisions. In sum, TCHD offers over 60 programs and services ranging from vital records such as birth and death certificates, immunizations, health care referrals, nursing services including parent and child health, nutritional services, restaurant inspections and other environmental health services, infectious disease control, investigations, and prevention, syringe access services, and licensing.

7. TCHD's jurisdiction includes 26 municipalities and three unincorporated counties, 15 school districts with more than 360 public schools, 12 acute care hospitals, three federally qualified healthcare centers with multiple facilities, three community mental health service providers, and one regional collaborative care organization. Also included within the jurisdiction are over 5,500 establishments and facilities that TCHD regulates.

8. TCHD owns office equipment such as desks and other office furniture, file cabinets, and computers, along with a fleet of vehicles including automobiles, trucks, and trailers. See, C.R.S. §508 (5)(e) (agency has duty to provide, equip, and maintain suitable offices and all necessary facilities for the proper administration and provision of public health services). TCHD's funding sources include the Counties and the Colorado Department of Public Health and Environment ("CDPHE"), and grants from federal and state agencies per C.R.S. §§25-1-508 (5)(k) and 25-1-511 (1)(2). It also collects fees from licensees such as retail food establishments,

owners of onsite wastewater treatment systems, septage applicators, spas, swimming pools, and tattoo parlors. Further, TCHD bills and collects payments for Medicaid approved services.

9. TCHD's annual budget for 2022 is approximately \$67,800,000.00. TCHD has three bank accounts in its own name (checking accounts), as well as three bank accounts (checking accounts) held in trust by the Arapahoe County Treasurer pursuant to C.R.S. §§25-1-511 (1)(2)(3) and 30-10-703. It also has three investment accounts, namely an account in TCHD's name holding certificates of deposit, an account in TCHD's name with U.S. Treasury Notes, U.S. agency securities, corporate bonds, and money markets, and a local government investment pool account held by the Arapahoe County Treasurer. The bank accounts and investment accounts, collectively, have a combined balance of approximately \$22,674,000.00.

10. TCHD has accumulated millions of records over the past 74 years, including vital records and immunization records, some of which is in electronic form, but much of which is in hard copy form stored at its main office and in an offsite storage facility owned by a third party and from whom TCHD leases storage space. TCHD is party to approximately 400 contracts and 6 office-space leases, with the other 5 offices being provided by the Counties. It owes money to vendors and has a variety of other actual and contingent liabilities, including to Colorado PERA and to various parties with whom TCHD has contracted, with such contracts, including leases, having monetary termination penalties.

11. The Counties are political subdivisions of the State of Colorado. Their combined population is 1,532,620. Each County is governed by a Board of County Commissioners.

12. Adams County and Arapahoe County have provided written notice to TCHD, pursuant to C.R.S. §25-1-513 (2), that they are withdrawing from the agency effective December 31, 2022. TCHD will continue to provide public health services to those Counties until

December 31, 2022, at which time TCHD will cease to exist by operation of law. See, C.R.S. §25-1-506 (1) (a district public health agency must consist of two or more contiguous counties).

13. Douglas County withdrew from TCHD in September 2021 and thereafter formed its own health department. TCHD has been providing public health services to Douglas County and its health department pursuant to an intergovernmental agreement dated September 28, 2021. The agreement has been amended twice to eliminate the further provision of specific public health services by TCHD that the Douglas County Health Department is handling on its own. A second amendment to eliminate the provision of additional public health services is pending. The agreement is set to expire on December 31, 2022, if not sooner terminated.

14. Upon the withdrawal of Adams County and Arapahoe County from TCHD on December 31, 2022, each County will then operate its own county public health agency, as every county in Colorado is required to maintain its own public health agency or participate in a district public health agency. C.R.S. §§25-1-506 (1) and 25-1-513 (2). In the event of dissolution of a district public health agency, local boards of health must be re-established by the constituent counties. C.R.S. §25-1-506 (2)(c). Both Counties are in the process of establishing their respective county public health agencies and appointing boards of health.

15. The public health statutes do not provide a mechanism or procedure for the dissolution and winding up of the affairs of a district public health agency such as TCHD, nor do any other Colorado statutes. The public health statutes do, however, allow a BOH to adopt and amend bylaws in relation to the transaction of the public health agency's business. C.R.S. §25-1-508 (4)(b)(II).

16. The BOH has adopted bylaws providing that if TCHD dissolves or otherwise ceases operations, or is in the process of winding up its affairs due to the actual or pending withdrawal of more than one County from TCHD, then the BOH, by resolution, may institute a

court action for a court-appointed receiver to manage the winding up of the Department's affairs, including the disposition of its assets, liabilities, and records. See, Fourth Interim Amended and Restated Bylaws dated April 14, 2022.

17. The BOH has issued a resolution authorizing and directing the Public Health Director to cause the filing of a civil action in the name of TCHD, with the consent of the Counties as nominal defendants, to appoint a receiver under C.R.C.P. 66 to manage, protect, and preserve the assets and operations of TCHD, and to oversee the winding up and dissolution of TCHD and the transition from a district public health agency to three single-county public health agencies for the Counties. See, Resolution Authorizing and Directing the Public Health Director to Commence a Civil Action to Appoint a Receiver dated June 9, 2022.

18. Pursuant to Colo. Const. Art. XIV, §18 (2)(a) and C.R.S. §29-1-203, TCHD and the Counties entered into an Intergovernmental Agreement dated July 29, 2022 ("IGA"). In order to facilitate the uninterrupted continuation of public health services for the Counties during the transition to their single-county public health departments, the IGA provides for the allocation of some of TCHD's assets amongst the Counties for consideration based upon fair value, assumption of some office-space leases, disposition of medical and other records, and data sharing. The IGA does not, nor can it, allocate all of TCHD's assets, or dispose of TCHD's liabilities, since completion of the wind up of TCHD's affairs will necessarily occur after the cessation of TCHD. A receivership provides an appropriate mechanism for administration of those remaining assets and liabilities outside the scope of the IGA, because TCHD will have ceased to exist. A copy of the IGA is attached to this Order and is incorporated herein by reference, and is made a part hereof for all purposes.

19. The Counties do not oppose the Motion, they consent to the appointment of a receiver for TCHD upon the conditions set forth herein, and agree to the entry of this Order as reflected by the signatures below.

IT IS THEREFORE ORDERED THAT:

1. The Court appoints Cordes & Company LLC, as receiver (the "Receiver") for the Receivership Estate (as defined below), and to manage the winding up of TCHD's affairs, including the disposition of its assets, liabilities, leases, vital records, and medical records. Bellann Raile, an individual and a member/manager of Cordes & Company, LLC, shall serve as the sole agent of the Receiver for the purposes of this Order, the Receivership Estate, and this action.

2. For this Order to become effective, the Receiver must file its oath as well as a bond in the amount of \$25,000.00. Upon filing the oath and bond, the Receiver shall be vested with all the powers and responsibilities of a receiver as provided by law and as specifically set forth herein. Immediately thereafter, the Receiver shall deliver written evidence that the required bond has been obtained, as well as email notice to the Parties' legal counsel declaring the date and time of the commencement of the Receiver's duties and its possession of the Receivership Estate.

3. Within five (5) business days of appointment, the Receiver shall notify the State of Colorado, the CDPHE, the Arapahoe County Treasurer, and municipalities within the Counties, of its appointment as Receiver. Such notice, which will include a copy of this Order, shall be provided by U.S. mail, postage prepaid and properly addressed. The Receiver shall also post such notice on the Receiver's website at [www.cordesco.com](http://www.cordesco.com) and on TCHD's website at [www.tchd.org](http://www.tchd.org).

4. The Receiver shall work in conjunction with the Public Health Director to ensure Colorado's public health standards are maintained by TCHD through its cessation on December 31, 2022. The establishment of such standards as well as the operation, direction, or supervision of any public health powers, duties, functions, or services provided by TCHD pursuant to Colorado's public health statutes, namely C.R.S. §§25-1-502 (3), 25-1-502 (5), 25-1-506 et seq., and any other statute or regulation governing a district public health agency in the State of Colorado, shall remain the sole province of the Public Health Director and the BOH. The Receiver shall not unreasonably withhold consent to any funding required by TCHD to carry out its public health powers and duties.

5. The Receiver shall not reveal, and shall take reasonable steps to ensure the security of, the following information and records relating to members of the public which TCHD serves and/or relating to TCHD or CDPHE: (a) personally identifiable information ("PII") including information defined as such in C.R.S. §§24-72-501 and 24-73-101; (b) protected health information ("PHI") including information defined as such in the federal Health Insurance Portability and Accountability Act ("HIPAA"); (c) State/CDPHE confidential and privileged information and records, and county and district public health agency confidential and privileged information and records, including information and records that are not subject to disclosure under the Colorado Open Records Act ("CORA"); and (d) TCHD's personnel records.

6. The Court shall have jurisdiction over the Receiver and the Receivership Estate, which includes all tangible and intangible assets of TCHD including: (a) all real and personal property owned, leased, or otherwise in the possession of TCHD; (b) all funds, bank accounts, investment accounts, litigation claims, and accounts receivable; (c) all vehicles including trucks, automobiles, and trailers; (d) all furniture, furnishings, equipment, computers, and inventory; (e) all media on which information is stored electronically; and (f) all licenses, permits, books,

records, and documents (excluding any privileged information as defined in paragraph 12 below), the foregoing collectively being the “Receivership Estate”.

7. The Receivership Estate shall not include any asset owned or purchased by the Counties pursuant to the executed IGA or any other contract between TCHD and a County or Counties, or any other asset that is otherwise owned by a County; provided, however, that the Receiver shall take possession of said assets and shall then turn them over to the Counties in accordance with the terms of the IGA. The Receivership Estate shall not include any asset dedicated to or owned by the State of Colorado or the CDPHE pursuant to the Master Task Order Contract between TCHD and CDPHE executed March 28, 2022 or any other contract between TCHD and the State/CDPHE, or any other asset that is otherwise owned by the State/CDPHE. The Receivership Estate shall not include any personal property, including personal computers, owned by any person employed by TCHD or by any member of the BOH. The Receivership Estate shall also not include any legal defense fund created by TCHD for litigation against its BOH members, officers, and other key personnel that may be filed after December 31, 2022. The Receivership Estate shall not include any funds held in an attorney’s trust account for said legal defense fund.

8. The BOH shall remain in existence until TCHD ceases to exist on December 31, 2022. The Receiver or Ms. Raile shall attend all BOH meetings, shall regularly provide reports to the BOH as to material developments concerning the Receivership Estate, and shall timely provide documents or information reasonably requested by the BOH in writing.

9. The Receiver shall continue to maintain the employment of such personnel deemed reasonably necessary (after consultation with the Public Health Director) to perform TCHD’s public health services as required by Colorado law and any intergovernmental agreement. The Receiver shall ensure that TCHD has adequate furniture, computers, supplies,

equipment and personnel to perform public health services through December 31, 2022, as well as access to its data and technology thereafter (which may be maintained by Arapahoe County) as necessary for the wind up of TCHD's affairs. The Receiver may engage personnel from Cordes & Company or hire contract workers to the extent reasonably necessary to perform the wind up and dissolution functions. The Receiver shall ensure that personnel are paid in the ordinary course through TCHD payroll but with Receiver oversight. TCHD may retain professionals, including existing General Counsel, as necessary on behalf of TCHD, its officers and BOH, as an expense borne by the Receivership Estate, through December 31, 2022.

10. The Receiver shall, without further Order of this Court, have the following powers and legal responsibilities:

(a) The Receivership Estate. The Receiver shall take constructive and physical custody and possession of the Receivership Estate, but shall not exclude TCHD personnel from TCHD's offices while they perform public health services to December 31, 2022.

(b) Management of Offices and Operations. TCHD shall continue to manage all of the ordinary course operations of its public health services, and shall notify the Receiver regarding any matters that would vary from its current management and operations of public health services.

(c) Access. The Receiver shall have non-exclusive access to all keys, lock combinations, access cards and other means to access locked areas relating to the Receivership Estate, including all lockboxes and locked drawers and cabinets, except for keys and access cards in the possession of TCHD personnel. The Receiver may make copies of such keys, access cards, and other means to access locked areas relating to the Receivership Estate for her use in the administration of the Receivership Estate.

(d) Books and Records. The Receiver shall have non-exclusive access to all non-privileged communications in the books and records of TCHD related to the Receivership Estate, whether in hard copy or electronic form, including but not limited to, all financial records, tax returns, and any and all documents under the control of, or prepared by any third party on behalf of TCHD. The Receiver may make copies of such non-privileged communications in TCHD's books and records for the Receiver's use in the administration of the Receivership Estate.

(e) Bank Accounts. The Receiver shall take control of TCHD's bank accounts and may open one or more new interest-bearing bank accounts under the Receiver's control, at a bank or other suitable financial institution (the "Receiver Account"). Ms. Raile for the Receiver, in her individual name, shall be the sole signatory on all such bank accounts. TCHD shall provide the Receiver with all information necessary for the Receiver to take control of each of TCHD's bank accounts and to open and maintain the Receiver Account, including all login information necessary to access TCHD's bank accounts through the website(s) of the bank(s) where such accounts are maintained. As to bank accounts held by the Arapahoe County Treasurer, if required by the Treasurer for the Receiver to take control of such accounts, the Public Health Director and the co-Presidents of the BOH shall provide the necessary certification required by C.R.S. §25-1-511 (3).

(f) Investment Accounts. TCHD shall provide the Receiver with all information necessary for the Receiver to take control of each of TCHD's investment accounts, including all login information necessary to access the accounts through the website(s) of the company(s) where such accounts are maintained. The Receiver may maintain such accounts as they currently exist, may transfer funds from the accounts to one or more different investment accounts in the name of the Receiver, or may liquidate the accounts and place the proceeds in the Receiver Account. As to the investment account held by the Arapahoe County Treasurer, if

required by the Treasurer for the Receiver to take control of the account, the Public Health Director and the co-Presidents of the BOH shall provide the necessary certification required by C.R.S. §25-1-511 (3).

(g) Revenues. The Receiver shall be responsible for supervising TCHD's cash management processes, including the processing of payments and the preparation of financial reports. The Receiver shall have the authority to demand, collect, and receive all accounts receivable, monies, funds, and payments related to the operations of TCHD, and shall ensure that all such amounts are properly received, collected, and recorded.

(h) Liabilities. The Receiver is authorized to pay any fees, costs, expenses or other payables of TCHD, or other amounts owing to third parties, or any liabilities incurred in the ordinary course of TCHD's operations. The Receiver is authorized to compromise or settle debts of the Receivership Estate.

(i) Checks. The Receiver shall have the authority to write checks and expend funds for the purposes of making any payments or distributions required or permitted to be made hereunder, including but not limited to expenses incurred in connection with the operation, preservation, and maintenance of the Receivership Estate, bank service charges, insurance, accounting, legal, and other professional services, inventory, office expenses, rent, security deposits, repairs, supplies, utilities, taxes, and renewals of the Receiver's bond. The Receiver is expressly authorized to pay those pre-receivership expenses deemed critical in its discretion to serve the objectives set forth herein. In particular, public health expenses connected to funding will be advanced consistent with established requirements.

(j) Insurance. TCHD shall immediately provide the Receiver with copies of all existing insurance policies and shall name the Receiver as an additional insured and loss payee on any such policies for the period that the Receiver is in possession of the Receivership Estate.

The Receiver shall determine, following consultation with TCHD, whether in the Receiver's judgment there is sufficient insurance coverage for the Receivership Estate. If sufficient insurance coverage does not exist, the Receiver shall have 30 days to procure sufficient insurance for the Receivership Estate. The Receiver shall name herself as the insured and TCHD as additional insured, and the Receiver shall be the loss payee for any policy she procures. No insurer may cancel, reduce the limits of, or otherwise modify its existing policy as a result of the appointment of the Receiver without further Order of this Court.

(k) Sale of Assets. The Receiver shall establish reasonable procedures for the sale of any and all assets of the Receivership Estate, and may sell such assets under terms which the Receiver, in its sole discretion, deems reasonable and appropriate; provided, however, that the Receiver shall do so following consultation with TCHD.

(l) Contracts and Leases. Following consultation with TCHD, the Receiver may negotiate, make, enter into, or modify contracts or agreements or leases of, or related to, the operations of TCHD and the Receivership Estate. Following consultation with TCHD, and upon written notice to the counterparty, the Receiver may immediately terminate any existing contract, agreement, lease or instrument of TCHD which she determines is not beneficial to TCHD or the Receivership Estate; except that the Receiver shall be bound by the terms and conditions of the IGA to the same extent as TCHD and shall not modify or terminate the IGA without the express written consent of the Counties. Except for the IGA or as otherwise limited herein, the Receiver shall not be bound by any contract between TCHD and any third party that the Receiver does not expressly assume in writing. The Receiver shall have the authority to sign any and all contract documents on behalf of TCHD. Provided, however, that before rescinding any of TCHD's office leases, the Receiver shall cooperate with the Counties in their assumption of one or more of the

office leases, and will facilitate the Parties' compliance with the IGA with respect to the assumption of any office lease.

(m) Litigation. Subject to Order of this Court, following consultation with TCHD, the Receiver shall have the authority to negotiate and settle claims of and against TCHD. The Receiver is authorized in its discretion to commence, appear in, prosecute, and/or defend any litigation on behalf of TCHD. All pending litigation by and against TCHD, except for the PERA Lawsuit referenced in ¶G on p. 11 of the Motion, is immediately and automatically stayed for a period of sixty (60) days from the date of entry of this Order. All new litigation by or against TCHD, the Receiver, or the Receivership Estate shall be filed in this Court. The Receiver may request an extension of the initial sixty (60) day stay of litigation that is pending prior to its appointment, until after an orderly wind-up is completed.

(n) Receiver's Professionals and Personnel. The Receiver is authorized to employ legal counsel as may reasonably be needed to assist the Receiver in the discharge of its duties, as well as accountants, consultants, and other professionals, and may pay such professionals reasonable fees from the funds of the Receivership Estate. The Receiver is authorized to employ staff and other personnel of Cordes & Company LLC as the Receiver deems necessary to effectively manage the Receivership Estate and to assist the Receiver in the discharge of its duties. The Receiver is further authorized to employ TCHD's General Counsel to assist with legal matters arising after December 31, 2022 relating to TCHD, its BOH, and its officers and other personnel. In addition, the Receiver may implement key employee retention programs as needed to maintain adequate TCHD personnel.

(o) Notice to Patients and Clients. The Counties will become custodians of TCHD's records pursuant to the IGA. The Receiver and TCHD shall cooperate with each other and with the Counties in providing written notice to TCHD's patients and clients as to where they may

receive public health services and where their records are located. The notice to TCHD's patients and clients may also include posting on websites and posting on the front doors of TCHD's offices and clinics.

11. The Receiver shall have discretion to apply for express authority from this Court for any relief consistent with this Order at any time. If the parties to such relief do not respond with a request for hearing within ten (10) business days after receipt of written notice of such application, the Court may grant the requested relief without a hearing.

12. The Receiver shall obey all privacy laws that apply to TCHD's patients and clients, including HIPAA and any other federal and state laws relating to PII and PHI. The Receiver shall also obey all laws regarding confidential and privileged information and records that are not subject to disclosure, including CORA, the attorney-client privilege, and the attorney work product doctrine. Nothing in this Order shall constitute an explicit or implicit waiver of TCHD's attorney-client privilege.

13. TCHD and anyone acting on its behalf, including board members, directors, employees, attorneys, representatives, agents, and contractors, shall cooperate with the Receiver and its agents in connection with the Receiver's performance of its duties and exercise of the authority granted to the Receiver herein. Such persons shall not interfere with the Receiver carrying out its duties under this Order and any further orders of this Court.

14. Each bank and other financial institution where TCHD maintains accounts is ordered to allow the Receiver to take over TCHD's accounts, to transfer control to the Receiver of the funds and accounts, and to provide account statements and other account documents at the Receiver's request. Upon the Receiver's request and presentation of this Order, each bank and other financial institution where TCHD maintains accounts is ordered to delete all designated signatories on such accounts except for those signatories identified by the Receiver. The

Receiver is authorized to execute new signature cards for such accounts to ensure the transfer of control to the Receiver.

15. No individual or entity may sue the Receiver or Bellann Raile without first obtaining permission from this Court. The Receiver and Bellann Raile are acting solely in their capacity as the Receiver and the sole agent of the Receiver and, except as provided by applicable law, no risk, obligation, liability, or expense incurred shall be the personal risk, obligation, liability, or expense of Ms. Raile or Cordes & Company LLC, but instead shall be the risk, obligation, liability, or expense of the Receivership Estate.

16. Bellann Raile's hourly rate will be \$350. Where appropriate, the Receiver will delegate tasks to Cordes & Company employees under its supervision. Hourly rates for such employees range from \$60 to \$275 per hour, depending upon their level of experience. Actual expenses incurred by the Receiver or any of its employees will be charged. The Receiver may purchase materials, supplies, and services necessary to assist the Receiver in the discharge of its duties at ordinary and usual prices and rates.

17. The Receiver shall continue in possession of the Receivership Estate pending further Order of this Court. No later than 90 days after the Receiver relinquishes control of the Receivership Estate, the Receiver shall: (a) prepare a final account and report and apply for final payment of the Receiver's fees and expenses; and (b) file a Motion for approval of the final account and exoneration of the Receiver's bond. Notice of the Motion shall be served on legal counsel for the Parties, all persons and legal counsel that enter an appearance in this action, and on all persons known by the Receiver to have potential claims against the Receivership Estate.

IT IS FURTHER ORDERED THAT:

1. The Receiver shall file with the Court and serve on the Parties quarterly reports (on dates consistent with TCHD's quarterly financial reports) under oath, and shall request Court

approval of such reports. The reports shall contain information to apprise the Court of the status of the receivership, including a narrative report of events, a financial report, and a statement of all fees paid to the Receiver and to its staff, employees, and professionals.

2. Within 30 days of the date of this Order, the Receiver shall file an inventory of all assets of the Receivership Estate, including but not limited to all real property and all tangible and intangible personal property and accounts.

3. The Receiver shall cooperate with the Parties, and participate as may be requested by the Parties, in the implementation of the IGA.

4. The Receiver is authorized to pay and to enter into employment contracts with critical TCHD staff in its administration/finance and human resources divisions, and with TCHD's General Counsel, as the Receiver deems necessary and appropriate to assist in the winding down of TCHD's affairs after December 31, 2022. The Receiver may continue TCHD's existing payroll account, health insurance, and other employment benefits for the TCHD critical staff after December 31, 2022 for only so long as is necessary and appropriate for such staff to assist the Receiver in winding down the affairs of TCHD.

5. The Receiver shall create a claims process designed to elicit, then evaluate, unpaid pre-receivership claims against TCHD remaining after cessation of TCHD. After payment in full of all expenses as set forth in paragraph 10 (i) above, and whenever sufficient funds are available for such purpose, pre-receivership unsecured claims deemed allowed by the Receiver will share in any distribution on a pro rata basis. If any funds remain after payment of expenses and claims, such funds shall be divided, and then distributed to the Counties, based upon the proportion that the population of each County bears to the total population of all the Counties.

6. If any person or entity presenting and filing a claim has a court action pending against TCHD at the time the claim is filed and presented, such person or entity shall voluntarily dismiss the court action as a pre-condition to consideration or approval of the claim.

7. Any person or entity that is not a party to this action is prohibited from seeking discovery from the Receiver absent an Order from this Court authorizing such discovery.

8. Any knowing interference with the Receiver's functions under this Order is punishable by contempt of court.

9. The Court vests the Receiver with any and all authority necessary or appropriate to carry out the specific intent of this Order.

10. The Receiver or the Parties may petition this Court for instructions in furtherance of this Order and any further orders the Court may make with respect to the Receivership Estate.

IT IS SO ORDERED.

Dated this 29 day of August, 2022.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Renée", written over a horizontal line.

District Court Judge

AGREED:

/s/ Randolph S. Dement

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Randolph S. Dement, Attorney for TCHD

/s/ A.L. "Sid" Overton

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A.L. "Sid" Overton, Attorney for TCHD

/s/ Steven E. Abelman

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Steven E. Abelman, Attorney for TCHD

/s/ Heidi M. Miller

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Heidi M. Miller, Adams County Attorney

/s/ Ronald A. Carl

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Ronald A. Carl, Arapahoe County Attorney

/s/ Lance J. Ingalls

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Lance J. Ingalls, Douglas County Attorney