

**Linda Comer - Re: CNHP v. DORA**

**From:** Leslie Ranniger <lranniger@frii.com>  
**To:** Linda Comer <Linda.Comer@state.co.us>  
**Date:** 6/26/2008 12:15 PM  
**Subject:** Re: CNHP v. DORA

**FILED Document**  
**CO Denver County District Court 2nd JD**  
**Filing Date: Jul 2 2008 3:04PM MDT**  
**Filing ID: 20496526**  
**Review Clerk: Charmaine Bright**

Ms. Comer,

I will not be able to meet with my client's Board until Monday, as I advised you in our phone conversation this morning. My client has not received even one release for Peer Assistance Services (PAS), so your demand seems premature, at best. CNHP's releases were drafted for transfer of files to the State Board of Nursing, which I thought was your client through DORA. As you know, I've just received this contract moments ago with your e-mail, and have not even had a chance to review it myself. But, in any event, I didn't think that the AG's office was representing PAS, and my client is not a party to this contract, and PAS is not a party to our lawsuit, so I am a bit confused about your demand.

You've insisted that my client will not be funded and should be dissolving at the end of this month. If my client is forced to dissolve, it will have no ability to maintain files. I've explained to you about the funds that the BON has collected as earmarked for my client over the past decade, estimated in the amount of \$50,000 to \$100,000, which could be forwarded to give my client another month or more to facilitate a transition and avoid a precipitant dissolution. It seems counterintuitive that your client would not advance funds which were collected from nurses for my client's program, and seek to force my client to dissolve in a matter of days, and then complain that you are worried about the consequences caused by your client's voluntary actions. If you look at the history of this matter, when PAS was terminated as the provider of this program and my client given the program pursuant to statute, PAS was given 2-3 months of transition funding to cover the transfer of the files to my client.

I can give no assurances without even seeing the proposed consent to transfer files to PAS that you're demanding that my client honor, and without actually consulting with my client, as you're well aware - and that will not happen until its Board meets on Monday, as you already know. You must proceed as you deem proper for whatever client you represent.

I must also admit that I am surprised at the tenor of your missive after our conversation this morning.

I will be out of the office for the remainder of this afternoon, so will not be receiving any further demands you may levy until tomorrow.

Leslie Ranniger  
 Counsel for CNHP

Linda Comer wrote:

Leslie, attached is the contract with PAS. My client needs assurances from your client by 2:00 p.m. today that it will honor releases presented by nurse clients to CNHP authorizing the release of records to PAS and that no records will be destroyed until this matter has been resolved. There is no legal justification for denying this request. 42 C.F.R. does not set a time limit for destruction of the records. If I do not receive assurances by 2.00 p.m today, I

