JOHN P. HAYES CENTER • CHILD SUPPORT SERVICES

Milwaukee County

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DATE: 10/18/2012

TO: Supervisor Mark Borkowski, Chair
Judiciary, Safety and General Services Committee

FROM: Jim Sullivan, Director
Child Support Services

SUBJECT: Report on Child Support Services (CSS) performance and outreach to members of the County Board Committee on Judiciary, Safety, and General Services

- Structural overview of CSS
- Performance report on Child Support performance metrics;
  - Paternity Establishment
  - Order Establishment
  - Collections on Current Support
  - Collections on Arrears
- Comparison of large Urban Jurisdictions Child Support caseloads
- CS Community Outreach;
  - CS101
  - Community Organizations
  - Re-entry
- Administration for Children and Families (ACF) and Pathways to Responsible Fatherhood program
  - Mr. Albert Holmes, founder of My Father's House – a partner service provider organization in Milwaukee County Pathways to Responsible Fatherhood.

The Department of Child Support Services, through the utilization of community resources, promotes family stability, creating a better quality of life for the children of Milwaukee County.

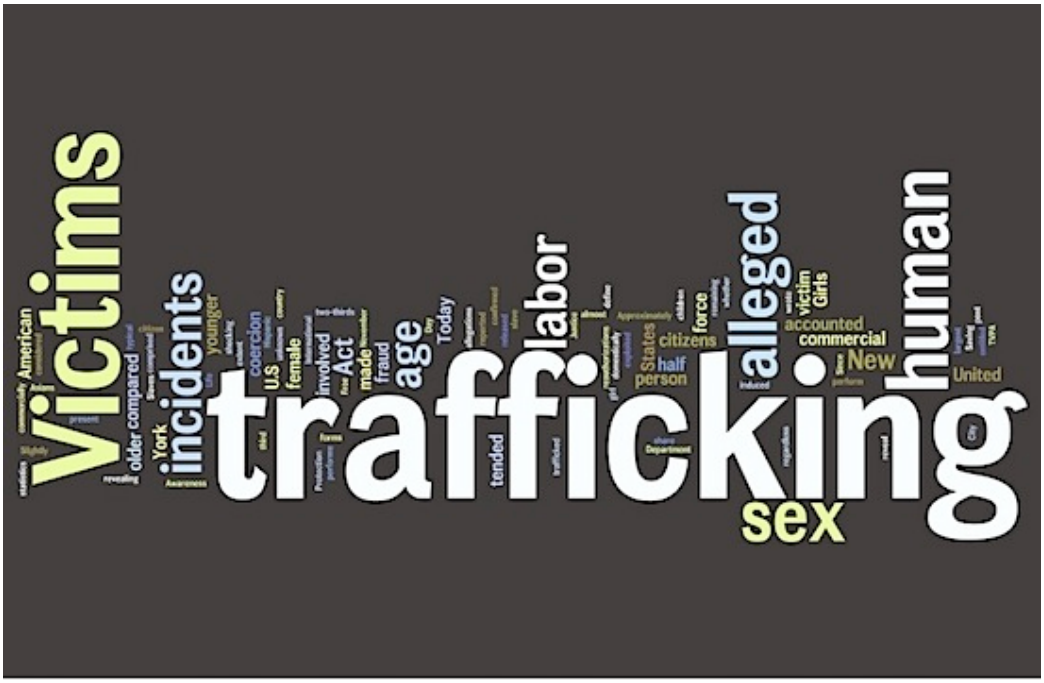
COURTHOUSE, ROOM 101 • 901 NORTH 9TH STREET • MILWAUKEE, WISCONSIN 53233 • TELEPHONE (414) 278-5160 • FAX (414) 223-1865

7783 R16-E

RECOMMENDATIONS

PRESENTED TO:

Judiciary, Safety and General Services Committee



Abstract

A resolution by Supervisors Biddle, Broderick. Jursik, Harris, DeBruin and Johnson established the Milwaukee County Human Trafficking Task Force (MCHTTF). The purpose is to study and make recommendations on policies, practices, prevention and service models to protect Milwaukee County's youth from being victimized and sexually exploited. According to the survey "Hidden in Plain Sight", conducted by the Human Trafficking Committee of the Wisconsin Office of Justice Assistance (OJA) Wisconsin experiences both domestic and international trafficking. The Polaris Project, an organization dedicated to combating human trafficking identified Wisconsin as being deficient in 6 out of 10 statutory categories. Since the resolution was passed the members of the task force were appointed by the Board Chairman, and over 70 community members and organizations participated. MCHTTF is an effort to identify solutions to the concerns raised in the report by OJA and the improvements suggested by Polaris Project. This report will focus on the main issues identified in the resolution, but will also highlight the plan to continue the work of the task force to increase community resources for those affected by human trafficking and similar traumatic effects of community violence.

Formation of the Milwaukee County Human Trafficking Task Force (MCHTTF)

The Core members of the task force decided to start with organizing public meetings to gain insight on what the rest of the community would like to see happen to address the issue of human trafficking in Milwaukee. The first meeting was an information session that ended with community feedback. That feedback ranged from a new sense of awareness that left some attendees with concerns about how to handle potential signs of human trafficking. The group began communicating more frequently around assessing situations that bear signs of trafficking. With this new heightened awareness the members committed to the issue decided to form sub committees to address the concerns that task force members were voicing more frequently. There were 3 issue areas that arose as the most pressing areas to address:

Public Awareness Committee

Early in its formation several non profit organizations that provide services to trafficking victims were uncomfortable with the portrayal of victims in the media, and the irresponsible messaging that resulted from the buzz around the trafficking issue. Many of these leaders requested that the task force core leadership determine some best practices for media response when there is a new development in which victims are called on to testify, share their story, or provide information that they may not be ready to share. This committee worked on addressing a responsible messaging campaign that did not re-victimize survivors.

Service Provision Committee

Service providers that attended the meetings ranged from experts in emergency response to curious organizations that wanted to be equipped to recognize the signs in case they come across people that may be victims of trafficking. Everyone was hoping to feel more prepared in case they come across victims, but several organizations were looking for support to become stronger service models that included services that were culturally competent to the survivors. They were also looking for tools to create prevention models both for domestic and international victims. The service

committee formed to provide guidance for those in the task force, as well as to assess the readiness of the community through a survey of organizations.

Legislative Action Committee

The legislative action committee worked to create some strong suggestions to improve legislation for those affected by the crime of human trafficking. This committee included leadership working on legislative action for both sex and labor trafficking and continues to provide guidance on the best possible changes to help victims to eliminate some of their economic hardships as a result of trafficking.

Appropriate Service Models / Cultural Competency

Existing Collaborations on Human Trafficking: A Community Survey

The Service Provision Committee of the Milwaukee County Human Trafficking Task Force completed a survey to identify existing collaborations on human trafficking and explore the potential to establish a coordinated service model for survivors of human trafficking. Because the service providers were seeking to provide stronger coordinated services it was in the group's interest to identify what each organization was doing so those new to the work could meet needs that were not being met in the community. 35 organizations participated in this survey and provided information about their knowledge about serving human trafficking victims and ways they would like to improve their service provision. In this survey we learned that over 62% of the organizations were not using any screening tools to identify victims of human trafficking. At least 72% reported their level of training to be very basic, minimal or none at all. 85% of agencies wanted training. Only 4 respondents were not interested in training but had years of expertise providing specific services to foreign national victims of trafficking and did not need training. Additionally one church was untrained and uninterested in training.

The majority of services are open to both people with legal status and undocumented individuals. Less than 10 programs noted being only open to people with legal status. And two services are specifically for foreign nationals. 10 programs were open specifically to people who had been sex trafficked. The majority of programs were open to both survivors of labor or sex trafficking as well as those cases that involved both sex and labor trafficking. Capacity was a challenging question for most programs. A few programs with large capacity were open to 10 or more referrals a month. Most needed more information before committing to an estimate. Most programs did not answer as to the number of trafficked clients they may have worked with in the past year; often stating more information would be needed. Only three programs responded and each stated the number was over 20: Northern Tier Anti-Trafficking Consortium, The Healing Center and Pathfinders.

Cultural Competency

Cultural and linguistic competence is a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. 'Culture' refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. 'Competence' implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities. (Office of Minority Health, US Department of Health and Human Services)

Culture and language may influence:

- health, healing, and wellness belief systems;
- how illness, disease, and their causes are perceived; both by the patient/consumer and
- the behaviors of patients/consumers who are seeking health care and their attitudes toward health care providers;
- as well as the delivery of services by the provider who looks at the world through his or her own limited set of values, which can compromise access for people from other cultures.

When organizations were surveyed about their cultural competency there was a great deal of response about serving communities of color, but not enough organizations expressed that they felt culturally competent. The task force leadership sensed a strong need for cultural sensitivity training to increase the competence of all organizations. Cultural awareness trainings in a tier system need to be introduced for progressive skill development for all service providers as well as first responders and those that come in contact with victims after their trauma. Local colleges and universities offer such training and education, but we need to also enlist the advocacy specialists in dealing with both domestic and international victims of human trafficking. As we move towards collaborative service models in the city of Milwaukee, it would be extremely valuable to include cultural sensitivity trainings for all organizations interested in improving their cultural sensitivity.

Policies and Practices

Legislation/policy changes specific to human trafficking

The legislative committee created a list of possibilities and there was strong support for the following suggestions:

- Vacating Convictions of people who've been trafficked of the crimes they committed as a part of being trafficked – as new statute or amend existing Wisconsin trafficking laws (Human Trafficking and Trafficking of a Child)
- Stop arrests/convictions of minors for prostitution (some states refer to this as Safe Harbor legislation and change laws so minors are referred to community programs or child protective services)
- Make it so minors who might be trafficked receive a forensic interview like the ones children 12 and under who are sexually abused receive (videotaped, by a professional trained in trauma response, done only once to reduce re-traumatization)
- Asset forfeiture of traffickers and use proceeds to fund services
- Adequately fund services by statute
- Make sure trafficking victims are not coerced into law enforcement investigations but still qualify for assistance
- Commit to specific training for law enforcement on trafficking
- At a minimum, collect and produce reports on a statewide level of the number of law enforcement investigations, prosecutions and convictions of traffickers and aggregate data on people who've been trafficked
- Support voluntary services for people who've been trafficked that aren't dependent on having to identify as a trafficking victim, work with law enforcement, or solely connected to arrests/involvement in the criminal justice sys-

tem (i.e. support alternatives to incarceration but also set up voluntary services available before any arrest happens)

Job Training and Recovery

Job training and recovery were issues that were mostly discussed in service provision and legislative action committees. Legislative suggestions such as making it easier for anyone who've been convicted of non-violent crimes to get records cleared (expungement/expunction) after completing a sentence or program, and legislation that increases wages and/or jobs like Milwaukee Jobs Act were suggested to address a road to recovery and economic security for victims. Fully implementing legislative policies that are in effect but not utilized enough such as pursuing civil damages, and crime victim compensation funds are avenues that could be explored that would improve the experience of those seeking recovery. Victim compensation funds are not generated from tax payer dollars, they are funds recovered from high profile crimes. This is a responsible answer to improving the road to recovery that would receive support from the entire community.

Transitional Living / Safe Housing

The organizations that provide transitional living and housing options participate in the Milwaukee Human Trafficking Task Force, Eastern District. Within this task force there is a service providers group that often discusses the barriers to transitional living and safe housing. While attending these meetings on behalf of the task force we learned that there are some barriers to housing in relation to HUD funding requirements. These barriers are still in the process of being assessed and discussed with service providers, HUD leadership and members of the Federal Human Trafficking Task Force of Southeastern WI. There are funding opportunities to assist international human trafficking victims, but there are limitations in the funding available for domestic trafficking victims. Many organizations are working on a collaborative approach when assessing the eligibility of victims, and this approach has been strengthened by their participation in the task force. Moving forward the members of the task force are working to apply for collaborative funding to address the needs of victims, and are doing their best to house victims with programs that do not have funding source limitations. The task force has been working with private funders, such as foundations that provide grant opportunities in social justice to include human trafficking as a funding issue to help organizations create programs to include the special set of needs for trafficking survivors.

Moving Forward

On September 20, 2012 the Milwaukee Commission on Domestic Violence and Sexual Assault established a subcommittee on human trafficking. This subcommittee will focus on moving the identified issues forward so we can reach a state of community wide coordination to keep victims safe. The Commission will be scheduling meetings starting in October and will maintain the momentum generated by the monthly meeting for the Milwaukee County Human Trafficking Task Force. Members of the task force will still receive updates on milestones reached, resources for the community, and will be welcome to continue to participate in the task force as we move forward. We have designed a public awareness campaign to ensure that we are checking in on progress. We need to ensure that when members of the community detect the signs of trafficking they have the proper resources to help in ways that keep them safe. We look forward to continuing our advocacy in a way that serves the whole community.

Service provision for people who've been trafficked

Thank you for participating in the Milwaukee County Human Trafficking Task Force Service Provider survey.

There are 30 questions. Most are multiple choice but we anticipate it may take you some time to complete. You might want to print out the survey questions for yourself first and enter in your responses online when you're ready.

This online survey will be live until August 14th. We encourage you to send the link to other service providers. If you would like assistance in completing the survey or have questions, please contact Claudine O'Leary at claudine@rethinkresources.net or call 414-212-5121.

We are all still learning about human trafficking and deciding what it means for our work. For the purposes of this survey we will use Wisconsin law to define human trafficking.

This means that all minors under 18 who are involved in sexual acts or sexual performance (like porn or stripping) for money, gifts, drugs, survival needs like a place to sleep or other resources are considered to be trafficked. It's not necessary to prove threats, violence or manipulation if someone is under 18.

For adults, if someone is compelled into sexual acts or sexual performance (like porn or stripping) for money, gifts, drugs, survival needs like a place to sleep or other resources by force, fraud or coercion, including using someone's drug addiction to control them - it's considered human trafficking.

Human trafficking in Wisconsin law also includes labor trafficking, where traffickers use violence, threats and lies, including impossibly high debts, to force people to work against their will for little to no money in people's homes as domestic help, on farms, in factories and magazine selling crews.

Someone does not need to cross state lines or borders to be trafficked. It includes people of all ages, gender identities, cultural/ethnic backgrounds and more.

Feel free to refer back to this definition when determining your answers to the survey questions.

1. What other words/terms do your staff or clients use to describe what the law defines as human trafficking?

2. Who is the primary contact person for trafficking-related referrals in your organization/agency?

Note: we recommend having this person fill out this survey or be involved in the responses.

Service provision for people who've been trafficked

3. Please share basic contact information about the organization/agency you represent

Organization/Agency:

Address:

Address 2:

City/Town:

State:

ZIP:

Email Address:

Phone Number:

4. In your own words, describe what your agency/organization/group does. For example, what do you offer? Who do you reach?

5. How would you describe your agency/organization/programs' expertise in providing services for adults and/or children who've been trafficked?

6. Do you currently screen for indicators of human trafficking on intake or somehow determine if clients might be trafficked?

- Yes, we do.
- No, not at this time.

Other (please specify)

7. What kinds of training on human trafficking have your staff received?

basic 101 level (feel free to describe where)

more advanced level (feel free to describe where)

other (please clarify)

Service provision for people who've been trafficked

8. Are you interested in training on human trafficking for your staff?

- ◯ Yes, we are.
- ◯ No, not at this time.

Other (please specify)

9. Which gender(s) do you work with? (check as many as apply)

- ☐ females
- ☐ males
- ☐ transgender and gender variant people

Other (for clarification as needed)

10. Which age groups do you work with? (check as many as apply)

- ☐ Children 11 and under
- ☐ Adolescents 12-17
- ☐ Young adults 17-24
- ☐ Adults 18 and over
- ☐ Elders

Other (please specify)

11. What types of human trafficking are you prepared to address in your program? (check as many as apply)

- ☐ Labor trafficking
- ☐ Sex trafficking
- ☐ Human trafficking with elements of both sex and labor trafficking

Other (please specify)

Service provision for people who've been trafficked

12. Which types of trafficking survivors are you prepared to work with?

- ◯ Those who have legal status to be here in the U.S (including citizens, those with current visas, green card holders)
- ◯ Those who are undocumented or who might be out of legal status (including expired visa holders, people whose documents were stolen or destroyed and those whose status is unclear)
- ◯ Both of the above

13. What is your service area? (are your services focused on a certain area or key zip codes or do they reach the whole city or county?)

14. Please note the level of confidentiality and/or anonymity your program offers:

- ◯ We are not a confidential program. We might have to share information we learn with law enforcement and courts.
- ◯ We are a confidential program. All of our staff will report child abuse & neglect.
- ◯ We are a confidential program. Some of our staff are mandated reporters of abuse & neglect and some are not.
- ◯ We are a confidential program. None of our staff are mandated reporters of abuse & neglect.
- ◯ We offer anonymous services - you do not have to give your real name to receive assistance or participate.

Other (for clarification)

15. In what ways does your agency have cultural competence in serving communities of color? Please describe:

16. What languages are spoken by your staff? (check as many as apply)

- ☐ English
- ☐ Spanish
- ☐ Hmong
- ☐ Russian

Other (please specify)

Service provision for people who've been trafficked

17. In what ways does your agency have competency in serving lesbian, gay, bisexual, transgender, gender variant, and questioning community members? Please describe:

18. What kinds of accessibility measures have you built into your program for people with disabilities? (check as many as apply)

- [ ] Ramps for stairs
- [ ] Elevator
- [ ] Large print materials
- [ ] Audio version of materials
- [ ] TTY/TDD
- [ ] Mobility impaired accessible restrooms
- [ ] Interpreter services
- [ ] Quiet space
- [ ] Scent-free or low-scent spaces

Other (please specify)

19. What are your hours of service?

- [ ] Weekdays during the day
- [ ] Weekdays in the evening
- [ ] Weekends
- [ ] 24 hour/round-the-clock in person response
- [ ] 24 hour hotline response

Other (please specify)

Service provision for people who've been trafficked

20. Is there a cost to clients for services? If so, how do clients pay?

- [ ] Services are free to clients
- [ ] Sliding scale fees
- [ ] Private insurance
- [ ] Medicaid
- [ ] BadgerCare

Other (please specify)

Service provision for people who've been trafficked

21. Please mark what you currently offer to those affected by human trafficking:

	we do this	we have referrals for this
info and referral hotline to explore options if someone is trafficked	☐	☐
intake and assessment	☐	☐
emergency response when someone is located by law enforcement or comes forward	☐	☐
crisis support during or after trafficking	☐	☐
case management to plan and coordinate care of those who've been trafficked	☐	☐
advocacy to ensure rights of those who've been trafficked	☐	☐
drop-in center services welcoming people who've been trafficked	☐	☐
street outreach	☐	☐
work site outreach (e.g. farm, strip club)	☐	☐
safety planning including specifics around trafficking	☐	☐
assistance with restraining orders	☐	☐
emergency shelter for those who've been trafficked	☐	☐
emergency food	☐	☐
emergency clothing (including underwear)	☐	☐
hygiene supplies (e.g. soap, toothbrush)	☐	☐
short term housing for trafficking survivors	☐	☐
long term housing for trafficking survivors	☐	☐
out of home care for children who've been trafficked (foster care, group home)	☐	☐
residential therapeutic care with trafficking specific programming	☐	☐
connection to Unaccompanied Refugee	☐	☐

Service provision for people who've been trafficked

Minor program		
transportation to appointments	☐	☐
assistance in getting identification, birth certificate	☐	☐
financial advocacy to repair credit, eviction history, lack of banking services, identity theft	☐	☐
help finding employment	☐	☐
help learning job skills	☐	☐
ABE/GED classes	☐	☐
tutoring/assistance with K-12 classes	☐	☐
English as second language classes	☐	☐
culturally/linguistically specific services	☐	☐
first aid (cuts, burns, infections)	☐	☐
access to comprehensive medical care	☐	☐
preventive health care	☐	☐
reproductive and sexual health services	☐	☐
connections for tattoo removal	☐	☐
AODA counseling services	☐	☐
AODA residential treatment	☐	☐
assisting with accessing AODA treatment	☐	☐
harm reduction services for current drug users (e.g. overdose prevention, syringe exchange)	☐	☐
non-western healthcare (e.g. herbs, traditional healers)	☐	☐
spiritual counseling	☐	☐
legal advocacy for people charged with crimes (e.g. prostitution, trespassing)	☐	☐
legal advocacy when reporting being a victim of a crime (e.g. kidnapping, sexual assault, trafficking)	☐	☐
legal advocacy for	☐	☐

Service provision for people who've been trafficked

immigration options and relief		
coordination with law enforcement during trafficking investigations and prosecutions	☐	☐
legal advocacy to obtain T or U visas, refugee status	☐	☐
advocacy for client to regain custody of kids	☐	☐
language interpretation	☐	☐
life skills training	☐	☐
cash assistance	☐	☐
assist in applying for benefits like SSI, W-2, FoodShare, etc.	☐	☐
support for children of trafficked client	☐	☐
childcare services (during program participation)	☐	☐
mental health services	☐	☐
trauma specific counseling	☐	☐
mental health counseling that addresses trafficking	☐	☐
peer support groups of trafficked youth or adults	☐	☐
peer support (non-trafficking specific)	☐	☐
sex work or prostitution specific group support	☐	☐
mentorship from survivors of trafficking	☐	☐
youth programs	☐	☐
sexual abuse/assault advocacy	☐	☐
sexual abuse/assault support groups	☐	☐
domestic violence advocacy	☐	☐
domestic violence support groups	☐	☐
services for those identified as "bottoms" (mostly women who start out as trafficked and now enforce rules set by pimps/traffickers through violence and control)	☐	☐

assistance in re-connecting with family and support networks	☐	☐
support for family members and partners of trafficked youth and/or adults	☐	☐
volunteer opportunities for trafficking survivors	☐	☐
leadership development of trafficking survivors	☐	☐
awareness and education about trafficking	☐	☐

Other (please specify)

22. Imagine you were speaking directly to someone who has been trafficked - what would you say to encourage them to call you for services or assistance?

23. What might make someone ineligible for your services? (check all that apply)

- ☐ If client was an active drug user and unwilling to enter drug treatment
- ☐ If client was unwilling to leave trafficker or trafficking network
- ☐ If agency was unable to get parental permission for a minor to receive services
- ☐ If client was unwilling to share real name before receiving basic services
- ☐ If client was currently involved in the commercial sex trade and unwilling to stop or exit.
- ☐ If agency was unable to secure reimbursement or funds for services
- ☐ If client didn't fit our target population (age, cultural background, area of city, etc.)

Other (please specify)

Service provision for people who've been trafficked

24. Excluding hotline response or outreach, please note what your capacity for referrals might be on a monthly basis for your current services.

- ◯ 1-3
- ◯ 4-6
- ◯ 7-9
- ◯ 10 or more

Other (please specify)

25. Using the legal definition of human trafficking noted at the start of the survey, how many trafficked clients would you estimate your agency/organization/program has worked with in the last 12 months?

- ◯ None that we know of
- ◯ 1-5
- ◯ 6-10
- ◯ 11-20
- ◯ over 20

26. Are you considering or planning for specialized services/programs for adults and/or children who are or have been trafficked? If so, tell us what's in the works.

Yes

No

27. Do you have survivors of trafficking or people who have been involved in the sex trade or exploitative labor situations as members of your staff, board of directors and/or on an advisory board?

- ◯ Yes, we do.
- ◯ No, not that we know of.

Other (please specify)

Service provision for people who've been trafficked

28. Will you permit the Milwaukee County Human Trafficking Task Force to distribute information about your program to local system and community partners in a resource guide?

- ◯ Yes
- ◯ No

29. Will you permit the Milwaukee County Human Trafficking Task Force to share information about your program with the National Human Trafficking Hotline that receives calls from Wisconsin residents looking for resources?

- ◯ Yes
- ◯ No

30. Is there anything else you would like to add?

Thank you for participating in our survey! We will share the results with you once we have a chance to review the responses.

WHAT IS THE 11X15 CAMPAIGN?

11X15 ("eleven by fifteen")
is a small name for a big campaign.
The longer name is:
11X15 For Safer, Healthier Communities.
It is our challenge to the state of Wisconsin to reduce the prison population from its current size (about 22,000) to 11,000 by the end of the year 2015. It is a big goal, but not an impossible one.

Initially, 11X15 is about creating awareness that our current criminal justice system is an expensive failure. It is expensive in terms of money, lives and opportunities that are wasted. It is a failure in that it does not achieve the goals of public safety or of rehabilitation.

On the flip side, 11X15 communicates that there are alternatives to incarceration that are appropriate for many (not all) people who have been sent to prison. These alternatives are proven. They are more effective in promoting safety and health, and they are more just.

11X15 will create the movement needed in our state to reduce our bloated prison population, to end the racial disparities in the criminal justice system, and to treat mental health and addiction problems as public health issues, not cause for punishment.

You can learn more about 11x15 at
www.prayforjusticeinwi.org

YOU CAN BE PART OF THE SOLUTION

There are many things you can do to be part of the 11X15 campaign.

1. Go to www.prayforjusticeinwi.org to learn more about the campaign.
2. Call 414-831-2070, or e-mail wisdomwi@sbcglobal.net to get on the list for updates.
3. Ask for someone to make a presentation to your organization, congregation, group or class.
4. Make a donation to help pay for 11X15 materials and events.
5. Join a local 11X15 committee; be part of local forums; visits elected officials, etc.
6. Pray for our leaders, that they might have wisdom and prudence; and pray for the people of Wisconsin that we might have the courage and energy to demand justice.
7. Plan to join the "March in March" of 2013, when more than 1,000 Wisconsinites will go to Madison in support of 11X15.

Contact:
David Liners at 414-736-2099,
Rev. Joseph Ellwanger at 414-736-2480

11X15

For safer, healthier communities

A Project of WISDOM

www.prayforjusticeinwi.org

An urgent call to reduce Wisconsin's prison population by half – to 11,000 – by the end of the year 2015.

11X15

For Safer, Healthier Communities.

A few things to think about as you consider 11X15:

The Department of Corrections now has a $1.3 billion annual budget (in 1990, it was $200 million).

A reduction of our prison population to 11,000 would take us back to 1995 levels.

Though we have the same population, Wisconsin imprisons more than twice as many people as Minnesota, and we pay more than half a billion dollars more for it every year.

A recent study shows that the state of Wisconsin saves $1.93 with every dollar it spends on community-based alternatives to incarceration.

About 6% of Wisconsinites are African-American; more than 50% of Wisconsin prison inmates are African-American. The system is deeply flawed and unfair.

The majority of Wisconsin prisoners are non-violent. Most of those suffer mental health and/or addiction issues.

Mental illness and substance abuse are public health issues and are not best solved through incarceration.

To learn more about 11x15, go to www.prayforjusticeinwi.org

What Is WISDOM?

WISDOM is a statewide network of congregation-based community organizations that work to live out their values in the world. It includes:
MICAH (Milwaukee County)
RIC (Racine County)
CUSH (Kenosha County)
SOPHIA (Waukesha County)
ESTHER (Fox Cities and Oshkosh)
JOSHUA (Green Bay and Brown County)
MOSES (Madison area)
NAOMI (Wausau area)
JONAH (Eau Claire area)
AMOS (La Crosse area)
RUTH (Manitowoc County)

WISDOM is a 501(c)3 organization. (Donations to WISDOM are tax deductible) WISDOM is non-partisan, and includes individual members from all political parties.

WISDOM organizations have been deeply involved in Treatment Instead of Prison initiatives since the 1990's. Local WISDOM organizations have been responsible for promoting many of the successful county-level alternatives to incarceration that are now in place.

WISDOM leaders have invited people of good will from around the state to join the call for safer, healthier communities for all.

WISDOM,
3195 S. Superior St.
Milwaukee, WI 23209

Why are Faith Communities so interested in this?

Hundreds of religious leaders, from many faith traditions, have signed an open letter to the people of Wisconsin that says, in part:
"Our religious traditions teach us that justice is related to restoration, not solely to retribution. The biblical mandate "to do justice, and to love mercy, and to walk humbly with your God" (Micah 6:8) invites us to balance justice with mercy, to move beyond retribution to restoration. We believe that the justice system must work to restore: to restore victims to wholeness, to restore our communities, and to help those who have offended to be restored to a productive role in our society."

11X15 is not just for people in the faith community. We are open to all people of good will who believe that now is the time to stand for a healthier, safer community for all people. 11X15 calls our state to re-examine its priorities, values and practices, and to restore balance to our justice system.

"Be as mindful of prisoners as if you were sharing their imprisonment, and of the ill-treated as of yourselves, for you may yet suffer as they do." Hebrews 13:3

File No. 12-

By Supervisors Stamper, Lipscomb, Dimitrijevic, Bowen, Alexander, Harris, Mayo, Johnson, and Romo West

A RESOLUTION

relating to a new policy with respect to actions by the Medical Examiner in cases involving death of a person in law enforcement custody

WHEREAS, Milwaukee County has a Medical Examiner, who pursuant to Wisconsin State Statute 979.01 is required to investigate deaths that fall into a number of categories, including, but not limited to all deaths in which there are unexplained, unusual or suspicious circumstances; and

WHEREAS, the Milwaukee County Medical Examiner has an Autopsy Division which performs post mortem investigations; and

WHEREAS, many cases may be straightforward, but others present diagnostic challenges; and

WHEREAS, in cases for which the cause of death may be evident, challenges may seem presented based on the manner of death assignment; and

WHEREAS, some cases, such as a death of a person in custody of law enforcement often garner unusual agency or community scrutiny; and

WHEREAS, cases involving death of a person in custody of law enforcement officers warrant a more stringent process to include even more thorough and complete documentation, a peer review process, and sign-off by the Medical Examiner; now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes and directs the Medical Examiner to develop and implement a detailed policy outlining the process of investigating all cases of death in law enforcement custody, and in doing so will take into consideration the following suggested policy enhancements:

1) The Medical Examiner or staff investigator shall request any and all reports available from known or involved agencies (i.e. police department, District Attorney, etc.), including any and all available audio or video recordings.

2) The Medical Examiner or staff investigator will document, report and record requests, including the receipt/denial or status of all reports and recordings.

3) All cases of death in custody of law enforcement will be subject to a peer review involving the Medical Examiner, all witnesses who signed on to the original review, and additional forensic and medical staff within the office.

4) A final Autopsy will not be issued without the documentation cited above.

5) The issuance of the final cause of death shall include the concurrence of the Medical Examiner, in the form of a sign-off, at the conclusion of the peer review process.

; and

BE IT FURTHER RESOLVED, that the Medical Examiner and Corporation Counsel are authorized and directed to study the Medical Examiner's process of investigating death in law enforcement custody, and shall return to the County Board by the January 2013 Meeting Cycle with a report recommending how such changes, including the policy changes mentioned above, could be codified into the Milwaukee County Code of General Ordinances in language, which would not conflict with the Medical Examiner's duties outlined in the Wisconsin State Statutes.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 10, 2012

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: A resolution relating to a new policy with respect to actions by the Medical Examiner in cases involving death of a person in law enforcement custody.

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This resoluiton authorizes and directs the Medical Examiner to develop and implement a detailed policy outlining the process of investigating all cases of death in law enforcement custody (suggested policy changes are included in the resolution). Further, the Medical Examiner is to work with Corporation Counsel to develop language codifying the aforementioned policy changes into the County Ordinances, and return to the County Board with a report in the January 2013 Meeting Cycle.

Adoption of this resolution does not impact tax levy, although existing staff time is anticipated to be needed to effectuate the change in policy, and prepare the report requested by the Board.

Department/Prepared By Jennifer Collins, County Board Research Analyst

Authorized Signature Jennifer Collins

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: October 4, 2012

To: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Abele, County Executive

Subject: Appointment of Lukischa Ramos to the Milwaukee County Human Rights Commission

Pursuant to the provisions set forth in Milwaukee County Code of Ordiances 51.02 and subject to confirmation by your honorable body, I am hereby appointing Lukischa Ramos to serve on the Milwaukee County Human Rights Commission. Lukischa Ramos's term will expire on August 1, 2014.

A copy of Lukischa Ramos's resume is attached for your review.

Your consideration and confirmation will be appreciated.

Chris Abele
Milwaukee County Executive

cc: Supervisor Mark Borkowski, Chair, Judiciary, Safety and General Services Committee
Janelle Jensen, Committee Clerk
Jennifer Collins, Research Analyst
Lukischa Ramos

MILWAUKEE COUNTY COURTHOUSE, 901 NORTH 9TH STREET, ROOM 306, MILWAUKEE, WI 53233
TELEPHONE (414) 278-4211 FAX (414) 223-1375 COUNTY.MILWAUKEE.GOV/COUNTYEXECUTIVE

Lukischa Ramos

3040 S. 7th Street Milwaukee, WI 53215
Phone: (414) 202-1509, Fax: (414) 482-7452 – E-mail: lukischar@yahoo.com

Experienced professional with over 10 years of experience in human resources management, accounting and real estate.

PROFESSIONAL EXPERIENCE

United Community Center, Milwaukee, WI September 2008 – Present

UCC is a comprehensive social service agency serving the families of Milwaukee's south side.

Human Resources Director

- Assist management with recruitment, hiring and evaluation of employees.
- Plan and coordinate professional development activities for supervisors and staff.
- Develop and coordinate grievances and mediate workplace disputes.
- Oversee compensation programs to ensure regulatory compliance and competitive salary levels.
- Administers, evaluates and recommend improvements to benefits such as health, retirement, death, disability and unemployment.
- Establish and revise policy and procedures to minimize exposure to risk as well as compliance with local, state and federal regulations.
- Evaluate procedures and technology solutions to improve human resources data management.
- Ensure that actions taken on behalf of the agency are proper and follow employment, federal and state laws.
- Recommended and maintain an organizational structure and staffing levels to accomplish company goals and objectives.

United Community Center, Milwaukee, WI May 2008 – Sept.2008

UCC is a comprehensive social service agency serving the families of Milwaukee's south side.

Financial Analyst

- Monthly journal entries.
- Daily bank reconciliation.
- Performed general ledger entries.
- Prepared daily, weekly and monthly reports related with funding sources.
- Issuing vendor checks thru Financial Edge.
- Internal audit of vendor's transactions.

Shorewest & Re/Max Realty, Milwaukee, WI May 2005 – May 2008

Real Estate Agency dedicated to real estate, mortgages and moving assistance.

Real Estate Agent

- Assist Buyer and seller in negotiating the purchase contract and filling out related legal contracts.
- Close sellers and buyers transaction including title and loans procedures and documents.
- Translate to buyer and seller.

La Causa, Inc., Milwaukee, WI April 2001 – May 2005

A Non-profit agency dedicated to provide children, youth and families with quality, comprehensive services to nurture healthy family life and enhance community stability.

Accounting Clerk

- Monthly journal entries.
- Assisted with payroll including answering questions to employees related to compensation and benefits.
- Daily bank reconciliation.
- Performed general ledger entries.
- Prepared daily, weekly and monthly reports related with funding sources, grants and day care billings.
- Issuing vendor checks thru visual account mate.
- Internal audit of vendor's transactions.

EDUCATION

CARDINAL STRITCH UNIVERSITY, Milwaukee, WI September 2011 - Present
Master in Business Administration, Major: Human Resources

UPPER IOWA UNIVESITY, Milwaukee, WI September 2003 – Dec. 2008
Bachelor Degree in Business Administration, Major: Accounting

TRAINING and CERTIFICATIONS

MRA - The Management Association, Milwaukee, WI November 2008
- Foundations for Human Resource Administration Series

AWARDS AND RECOGNITIONS

Shorewest & Re/Max Realty, Milwaukee, WI August 2006
- 2006 Excellence Award – Employee of the month – After 5 months of hiring after selling 1.5 million for the same month.

SKILLS

- **Computer Skills:** Microsoft Word, Microsoft Excel, Microsoft Power Point, Access, Outlook, Quick Books, Visual Account Mate, Financial Edge and Internet Research.
- **Accounting Skills:** Comprehensive knowledge of accounting and auditing principles, account payables and receivables, payroll, general ledger posting, invoicing and tax preparer.
- **General Skills:** Highly organized and quick-learning achiever who is responsible and learns quickly, able to work effectively with diverse culture, both independently and as part of a team, manage multiple projects and priorities.
- **Language Skills:** Bilingual Spanish and English.

COMMUNITY & PROFESSIONAL ORGANIZATIONS

- **Hispanic Professional Greater Milwaukee,** Milwaukee, WI – member May 2008 to Present

JEFFREY A. KREMERS
Chief Judge
Telephone: (414) 278-5116

DAVID A. HANSHER
Deputy Chief Judge
Telephone: (414) 278-5340

MAXINE A. WHITE
Deputy Chief Judge
Telephone: (414) 278-4482

BRUCE M. HARVEY
District Court Administrator
Telephone: (414) 278-5115

BETH BISHOP PERRIGO
Deputy District Court Administrator
Telephone: (414) 278-5025

STATE OF WISCONSIN

FIRST JUDICIAL DISTRICT

MILWAUKEE COUNTY COURTHOUSE
901 NORTH NINTH STREET, ROOM 609
MILWAUKEE, WISCONSIN 53233-1425

TELEPHONE (414) 278-5115
FAX (414) 223-1264
WEBSITE: www.wicourts.gov

To: Chairwoman Marina Dimitrijevic

From: Chief Judge Jeffrey Kremers

Copy: Supervisor Mark Borkowski, Chair-Judiciary, Safety & General Services Committee
Supervisor Willie Johnson, Jr., Co-Chair-Finance, Personnel & Audit Committee
Supervisor David Cullen, Co-Chair-Finance, Personnel & Audit Committee

Date: September 28, 2012

RE: Item for next Judiciary, Safety & General Services and Finance, Personnel & Audit Committee Meetings

---

Please place the following item on the next Judiciary, Safety and General Services and Finance, Personnel and Audit Committee Meetings:

- Requesting permission to expend $46,239.26 in Federal Justice Assistance Grant (2009-DJ-BX-1040) funds to provide additional pretrial electronic monitoring services for the remainder of 2012 and to amend the "not to exceed" amount of 2012 professional services contract with Justice 2000, Inc. from $1,101,615 to $1,147,854.26 to allow for expenditure of these funds within the existing pretrial services electronic monitoring contract.

- Requesting permission to receive and expend additional funding in the amount of $4,277 from the State Department of Transportation for provision of services in the Wisconsin Community Services (WCS) Repeat Intoxicated Driver Intervention Program and to increase the "not to exceed" amount of the 2012 professional services contract for the WCS Repeat Intoxicated Driver Intervention Program from $507,774 to $512,051.

Please see the attached documents in support of this request. Please contact me if you have any questions.

Thank you.

Jeffrey A. Kremers
Chief Judge
Milwaukee County

File No.

Journal,

(ITEM NO.) From the Chief Judge, requesting permission to expend $46,239.26 in Federal Justice Assistance Grant (2009-DJ-BX-1040) funds to provide additional pretrial electronic monitoring services for the remainder of 2012 and to amend the 2012 professional services contract with Justice 2000, Inc. to a total amount not to exceed $1,147,854.26.

A RESOLUTION

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2012 budget on November 7, 2011 (File No. 11-426), and approved by the County Executive, which included funding for alternatives to incarceration with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, Universal Screening became fully operational on January 17, 2012; and

WHEREAS, As part of the Milwaukee County Evidence-Based Decision Making Initiative, Milwaukee County's pretrial supervision programs have undergone significant re-design to align supervision services with evidence-based risk principles; and

WHEREAS, As a result of this re-design and implementation of Universal Screening, the census for the pretrial electronic monitoring program has remained consistently over contractual capacity resulting in the need for additional program funding; and

WHEREAS, On September 19, 2012 Milwaukee County received permission from the Bureau of Justice Assistance to re-purpose the above grant funds for pretrial electronic monitoring; therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Chief Judge to expend $46,239.26 in Justice Assistance Grant funds for pretrial electronic monitoring and to amend the existing Pretrial Services contract with Justice 2000, Inc. to a total amount not to exceed $1,147,854.26.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 09/24/2012

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Justice 2000 Pretrial Services Electronic Monitoring Program-JAG Funding

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☒ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	46,239.26	
	Revenue	46,239.26	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Increase of $46,239.26 in operating expenditures in Org. Unit 2900, Alternatives to Incarceration for the period of January 1, 2012-December, 31 2012 for provision of additional pretrial GPS monitoring services. This is transfer/re-purposing of federal JAG grant (2009 DJ-BX-1040) funding. Increase the "not to exceed" amount of the Justice 2000 Pretrial Services contract from $1,101,615 to $1,147,854.26. Increase in operating expenditures will be offset 100% by an increase in operating revenue from the above grant.

There is no fiscal impact associated with the requested action.

Department/Prepared By Holly Szablewski

Authorized Signature

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

JEFFREY A. KREMERS
Chief Judge
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STATE OF WISCONSIN

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To: Chairwoman Marina Dimitrijevic

From: Chief Judge Jeffrey Kremers

Copy: Supervisor Mark Borkowski, Chair-Judiciary, Safety & General Services Committee
Supervisor Willie Johnson, Jr., Co-Chair-Finance, Personnel & Audit Committee
Supervisor David Cullen, Co-Chair-Finance, Personnel & Audit Committee

Date: September 28, 2012

RE: Item for next Judiciary, Safety & General Services and Finance, Personnel & Audit Committee Meetings

---

Please place the following item on the next Judiciary, Safety and General Services and Finance, Personnel and Audit Committee Meetings:

- Requesting permission to expend $46,239.26 in Federal Justice Assistance Grant (2009-DJ-BX-1040) funds to provide additional pretrial electronic monitoring services for the remainder of 2012 and to amend the "not to exceed" amount of 2012 professional services contract with Justice 2000, Inc. from $1,101,615 to $1,147,854.26 to allow for expenditure of these funds within the existing pretrial services electronic monitoring contract.

- Requesting permission to receive and expend additional funding in the amount of $4,277 from the State Department of Transportation for provision of services in the Wisconsin Community Services (WCS) Repeat Intoxicated Driver Intervention Program and to increase the "not to exceed" amount of the 2012 professional services contract for the WCS Repeat Intoxicated Driver Intervention Program from $507,774 to $512,051.

Please see the attached documents in support of this request. Please contact me if you have any questions.

Thank you.

Jeffrey A. Kremers
Chief Judge
Milwaukee County

File No.

Journal,

(ITEM NO.) From the Chief Judge, requesting permission to receive additional funding in the amount of $4,277 from the State Department of Transportation for provision of services in the Wisconsin Community Services (WCS) Repeat Intoxicated Driver Intervention Program and to increase the "not to exceed" amount of the 2012 professional services contract for the WCS Repeat Intoxicated Driver Intervention Program from $507,774 to $512,051.

A RESOLUTION

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2012 budget, File No. 11-426, on November 7, 2011, and approved by the County Executive, which included funding for alternatives to incarceration with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, on September 13, 2012 Milwaukee County received from the Wisconsin Department of Transportation a funding award notice that results in increased funding to the program for 2012 in the amount of $4,277; therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Chief Judge to receive additional grant funds in the amount of $4,277 from the Wisconsin Department of Transportation for services provided by WCS in the Repeat Intoxicated Driver Intervention Program, and to increase the "not to exceed" amount on the 2012 WCS Repeat Intoxicated Driver Intervention Program contract from $507,774 to $512,051.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 09/24/2012

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: 2012 WCS Repeat Intoxicated Driver Intervention Program-Additional DOT Funds

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☒ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	4,277	
	Revenue	4,277	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Increase of $4,277 in operating expenditures in Org. Unit 2900, Alternatives to Incarceration Unit. On September 13, 2012 Milwaukee County received a grant award notice from the Wisconsin Department of Transportation for the Wisconsin Community Services Repeat Intoxicated Driver Intervention Program (Milwaukee County ISP) for the period of July 1, 2012-June 30, 2013 resulting in an increase in funding of $4,277. Increase the "not to exceed" amount of the existing 2012 professional services contract to $512,051. Increase in operating expenditures will be offset 100% by an increase in operating revenue from the above grant.

There is no fiscal impact associated with the requested action.

Department/Prepared By Holly Szablewski

Authorized Signature Jeffrey Kremer

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

-COUNTY OF MILWAUKEE-
INTEROFFICE COMMUNICATION

DATE : October 2, 2012

TO : Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM : Craig Kammholz, Fiscal and Budget Administrator, Department of Administrative Services

SUBJECT : Memorandum of Understanding with the City of Milwaukee Police Department to Provide Park Patrol and Cellular 9-1-1 Response Services

REQUEST

Approval is requested to enter in to a Memorandum of Understanding (MOU) with the Milwaukee Police Department (MPD), whereby the MPD will provide proactive security services in County Parks within the City, and direct response to cellular 9-1-1 calls placed within the City limits. The term of the MOU is for three years (2013-2015), with an optional two-year extension (2016-17).

BACKGROUND/ANALYSIS

The 2013 Recommended Budget includes provisions for this MOU. The total cost in 2013 of the MOU, as negotiated by the County, the City of Milwaukee and the MPD, is $1,663,062. Included in this funding level is $1,200,000 for patrol of County parks within the City limits, and $463,062 for servicing of cellular 9-1-1 calls placed within the City of Milwaukee.

Additional significant provisions include:

- MPD will provide detailed annual reports on its activities to the County.
- MPD will make a good-faith effort to hire any employees of the Office of the Sheriff who are laid off as a result of this agreement.
- There are escalators of 2 percent in 2014 and 2015. The impact of these escalators is approximately $35,760 in 2014 and an additional $36,475 in 2015.
- The purchase of cellular 9-1-1 services recognizes that the volume of calls shifted to MPD were far higher than originally anticipated when the MPD and Office of the Sheriff entered into a verbal agreement for the transfer. The higher call volume has resulted in cellular 9-1-1 call duties being split between MPD and the Office of the Sheriff at the present time.
- The optional two-year term was negotiated after completion of the 2013 Recommended Budget narrative for the Office of the Sheriff (Agency 4000). At the time the narrative was developed, two one-year mutual extensions were envisioned, as noted on page 192 (4000-7). A technical amendment to reflect the single two-year optional term will be provided during the 2013 budget adoption process.

FISCAL NOTE

Funding for this item is included in the 2013 Recommended Budget. The tax levy requirement to provide these services in 2013 at the 2012 Adopted Budget service level, would have been approximately $7.8 million. By changing service providers, the total tax levy for these services $6.1 million, a savings of $1.7 million.

Program	2012 Adopted Tax Levy	2013 Requested Tax Levy (Cost to Continue)	2013 Budget Tax Levy - Shared Service MOU*	Variance - 2013 Shared Service vs. 2012 Adopted	Variance - 2013 Shared Service vs. 2013 Request
Park Patrol/TEU	$3,297,247	$3,591,691	$1,981,980	($1,315,267)	($1,609,711)
Emergency Communications	$4,007,031	$4,212,294	$4,105,605	$98,574	($106,689)
TOTAL	**$7,304,278**	**$7,803,985**	**$6,087,585**	**($1,216,693)**	**($1,716,400)**

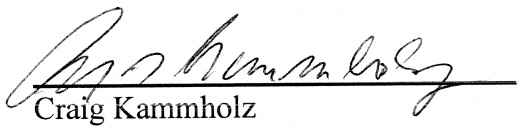
* = Includes approximately $190,000 in cost reduction related to fringe benefit changes

The 2013 tax levy in the Park Patrol/TEU program area includes $1,200,000 for this MOU for park patrol services, $125,000 for the grant to the suburban municipalities to be administered by the Intergovernmental Cooperation Council, and $656,980 in remaining crosscharges and legacy fringe benefits (which will be reallocated within the Office of the Sheriff). The tax levy in the Emergency Communications program area includes the $463,062 cost for this MOU for cellular 9-1-1 services, and remaining operations.

RECOMMENDATION

It is recommended that approval be granted to enter into the attached Memorandum of Understanding for the initial three-year period, commencing January 1, 2013.

Prepared By:
Joshua Fudge



Craig Kammholz
Fiscal and Budget Administrator

cc: Chris Abele, County Executive
Tom Barrett, Mayor, City of Milwaukee
Willie L. Hines Jr., Milwaukee Common Council President
David A. Clarke, Milwaukee County Sheriff
Edward Flynn, Chief, Milwaukee Police Department
Amber Moreen, Chief of Staff, County Executive's Office
Pat Farley, Director, Department of Administrative Services
Mark Nicolini, Budget Director, City of Milwaukee Department of Administration
Steve Cady, County Board Fiscal and Budget Analyst

From the Committee on, Reporting on:

File No.

(ITEM NO.) A resolution to approve entry into a Memorandum of Understanding with the City of Milwaukee to purchase proactive law enforcement services in Milwaukee County Parks within City limits, and purchase of service of cellular 9-1-1 calls placed within City limits:

A RESOLUTION

WHEREAS, the 2012 Adopted Budget provides $7,304,278 in property tax levy funding to the Office of the Sheriff to provide law enforcement services in the parks, fund the Tactical Enforcement Unit, dispatch law enforcement officers, and service emergency 9-1-1 phone calls; and

WHEREAS, , the cost to continue for these services in the Office of the Sheriff's 2013 Budget request totaled $7,803,985, an increase over 2012 of $499,707 or 6.8 percent; and

WHEREAS, labor distribution data and surveys with municipalities indicate the Officer of the Sheriff is not providing law enforcement services within County Parks at a level anticipated by the 2012 Adopted Budget; and

WHEREAS, this agreement would implement the purchase by the County of servicing of cellular 9-1-1 phone calls originated within the City of Milwaukee from the City of Milwaukee Police Department; and

WHEREAS, negotiations with the City of Milwaukee over the cellular 9-1-1 initiative led to discussions about other services that the Milwaukee Police Department could provide at reduced cost and with improved service; and

WHEREAS, The City of Milwaukee has agreed to provide guaranteed, proactive law enforcement services in the County Parks within City Limits; and

WHEREAS, The City of Milwaukee has agreed to provide annual reports of its activities in both service areas, and to provide priority consideration to hire any County employee laid off as a result of this agreement; and

WHEREAS, the 2013 Budget for the Office of the Sheriff provides resources for remaining services, including tactical enforcement, servicing of 9-1-1 phone calls placed in suburban municipalities, and dispatch of Sheriff's resources; and

WHEREAS, the proposed agreement is for a total of $1,663,062 in 2013, including $1,200,000 for the patrol of County parks within City limits and $463,062 for the servicing of cellular 9-1-1 phone calls; and

WHEREAS, a two percent escalator is included in the agreement, which would result in total expenditures of $1,696,323 in 2014, and $1,730,250 in 2015; and

WHEREAS, the proposed agreement includes one mutual two-year optional extension, for which County Board approval would be required to implement; and

WHEREAS, the Office of the Sheriff would be invited to bid on either of these services if it wishes to provide them after the expiration of either the initial or optional terms so that the County can provide the best possible service at the best possible price to taxpayers; now, therefore

BE IT RESOLVED, that Milwaukee County enters into the attached three-year Memorandum of Understanding with the City of Milwaukee to purchase proactive law enforcement services in County Parks within the City Limits, and to purchase servicing of cellular 9-1-1 calls placed within the City of Milwaukee, effective January 1, 2013 to December 31, 2015; with an optional two-year extension through December 31, 2017.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 2, 2012

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Enter into three-year memorandum of understanding with the City of Milwaukee to provide Park security and cellular 9-1-1 response services.

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☒ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	$0	($1,933,400)
	Revenue	$0	($92,000)
	Net Cost	$0	($1,841,400)
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Department of Administrative Services – Fiscal Division is requesting approval to enter into a three year memorandum of understanding (MOU) with the City of Milwaukee to provide proactive law enforcement services in County parks within City limits, and to service cellular 9-1-1 calls placed within the City limits.

B. There is no impact in 2012, as the agreement would take effect on January 1, 2013. The impact in 2013, as shown in the 2013 Recommended Budget Narrative for the Office of the Sheriff (Agency 4000), is a countywide reduction in expenditures of $1,933,400, a reduction in revenues of $92,000, and a net tax levy decrease of $1,841,400. These figures are variances from the Sheriff's 2013 Requested Budget for these service areas.

These figures <u>do not include</u> a grant in the amount of $125,000 that would be provided to the suburban municipalities, as that specific provision is not included in the MOU. Including that grant payment, the total countywide expenditure reduction is $1,808,400 and the countywide levy impact is a reduction of $1,716,400.

C. These estimates reflect the cost of the MOU agreement with the City of Milwaukee in the amount of $1,663,062, which is budgeted in non-departmental agency 1975. This total includes $1,200,000 for law enforcement services in County parks within the City, and $463,062 for servicing of cellular 9-1-1 calls.

These costs are offset by cost reductions from the 2013 Request in the Office of the Sheriff of $3,026,711 and a revenue reduction of $92,000 in the Park Patrol/TEU Low Org Unit (4019) realized by eliminating all revenues, active personal services (including 28.0 FTE positions), services, commodities, and charges for fleet maintenance. In the Emergency Communications program area (Low Org Unit 4029), costs are reduced from the 2013 Request by $463,062, through a reduction of 6.0 FTE positions, and overtime costs.

Department/Prepared By Josh Fudge, Fiscal and Strategic Planning Coordinator, DAS-FIscal

Authorized Signature

Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

OFFICE OF CORPORATION COUNSEL

KIMBERLY R. WALKER
Corporation Counsel

MARK A. GRADY
Deputy Corporation Counsel

TIMOTHY R. KARASKIEWICZ
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
ALAN M. POLAN
JENNIFER K. RHODES
DEWEY B. MARTIN
JAMES M. CARROLL
PAUL D. KUGLITSCH
Principal Assistant
Corporation Counsel

September 26, 2012

Vince Moschella, Esq.
Office of the City Attorney
200 E. Wells Street
800 City Hall
Milwaukee, WI 53202-3653

Dear Mr. Moschella:

Enclosed please find the final version of the Intergovernmental Agreement for Police Services between the City of Milwaukee and Milwaukee County. Please let me know if you have any questions or concerns. Thank you.

Sincerely,

Kimberly. R. Walker
Corporation Counsel

Encl.

901 NORTH 9TH STREET, ROOM 303, COURTHOUSE ● MILWAUKEE, WI 53233 ● TELEPHONE (414) 278-4300 ● FAX (414) 223-1249

Intergovernmental Agreement for Police Services between the City of Milwaukee and Milwaukee County

1. Agreement. This is an intergovernmental agreement for police services made pursuant to Wis. Stat. Section 66.0301 between the City of Milwaukee and Milwaukee County.

2. City Approval. The Common Council of the City of Milwaukee has approved this agreement via Common Council File No. _____, adopted _____, 2012, and authorized the Police Chief to execute the agreement on the City's behalf.

3. County Approval. The County Board of Milwaukee County has approved this agreement via File No. _____, adopted _____, 2012, and authorized the County Executive to execute the agreement on the County's behalf.

4. Jurisdiction. This agreement does not alter the respective jurisdictions of the Milwaukee Police Department or the Milwaukee County Sheriff.

5. Control. This agreement does not alter the statutory authority for the Chief of Police or the County Sheriff to control their respective departments.

6. Police Services in Certain County Parks. In return for the consideration enumerated in this agreement, the Milwaukee Police Department shall provide for non-exclusive police services in the Milwaukee County Parks located within the City of Milwaukee during the term of this agreement. Police service levels provided by the City of Milwaukee shall be as determined by the Chief of Police and shall take into consideration the following: (a) the prior experience of the County in staffing law enforcement services in the Parks; (b) projected attendance for large, well-publicized events such as the Air Show, July 4th Fireworks, Harley Davidson 110th Anniversary, etc.; (c) the need to control traffic flow in and around the Parks, especially on the Lake Michigan Lakefront; and (d) the need to provide a safe environment in all Parks and to deter and apprehend those engaged in criminal or unsafe activity in the Parks.

7. Large Events. The Director of the Milwaukee County Department of Parks, Recreation and Culture will inform the Chief of Police of any large events scheduled to be held in the Milwaukee County Park System located within the City of Milwaukee no less than twenty-eight (28) days in advance of the event. The Milwaukee Police Department and the Director of the Department of Parks, Recreation and Culture will consult with each other on the appropriate level of police services for large events. The Chief of Police has the sole discretion to determine the level of police services provided by the City of Milwaukee for events in the Park System located within the City, whether scheduled or unscheduled. The County expressly reserves the right to engage the security of alternative entities or agencies to the extent required by the promoter of a specified event, or as required by the Director of the Department of Parks, Recreation and Culture, or by reason of the terms of an applicable contract or law. If the County exercises this reserved right, it shall notify

the Chief of Police of that fact no less than twenty-eight (28) days before the scheduled event.

8. Cellular 911 Service. The City of Milwaukee Police Department will receive 911 emergency calls made on cellular telephones within the borders of the City of Milwaukee and shall, in its sole discretion, determine and provide the number of employees appropriate to adequately staff the number of calls it receives from within its borders.

9. Term.

    a. The Initial Term of this agreement shall commence on January 1, 2013, and shall terminate on January 1, 2016 (the "Initial Term"). The parties shall have a mutual option (the "Option") to extend this agreement for one additional two-year term commencing on January 1, 2016 and terminating on January 1, 2018 (the "Option Term"). In the event the Parties wish to exercise the Option Term, each party must notify the other in writing on or before May 1, 2015 of its desire to extend the agreement for the Option Term. Any failure by a party to provide written notice of its intention to extend the agreement for the Option Term shall be construed as such party's notice of its desire to terminate the agreement at the conclusion of the Initial Term. If the Option Term is not exercised, the parties shall have no further obligation to one another, except as may be expressly provided for herein.

    b. In the event that either the Common Council of the City of Milwaukee or the Milwaukee County Board of Supervisors should refuse to provide the appropriations for this agreement in the budget for the subsequent calendar year, this agreement shall terminate effective January 1 of that year.

10. Compensation. For the first year of the Initial Term, the City shall be compensated by the County for providing police services in accordance with this agreement through a lump sum payment as follows: (a) for police services at the Lakefront (the County Parks east of downtown Milwaukee on Lake Michigan extending roughly from Michigan Avenue on the south to Kenwood Boulevard on the North and including Lincoln Memorial Drive, O'Donnell Park, Juneau Park, and McKinley Marina): $950,000 per calendar year; (b) for police services in the remaining parks within the City, not including those on the Lakefront: $250,000 per calendar year; and (c) for staffing necessary to provide service related to 911 emergency calls made on cellular telephones within the City's borders: $463,000 per calendar year. For the second year of the Initial Term, the compensation amounts above shall be increased by 2%. For the third year of the Initial Term, the compensation amounts for the second year shall be increased by 2%. The County shall pay the City for the current calendar year's service no later than March 31 of that year. For the Option Term, if either party wishes to renegotiate the compensation amounts included herein, it will include such request in its renewal communication to the other party. If the parties cannot reach an agreement on a revised fee structure by August 1, 2015, the agreement shall be terminated at the conclusion of the Initial Term.

11. Contacts. The Chief of Police and County Executive will each designate one person who will serve as their primary contact for all purposes under this agreement.

12. Equipment. The Police Department will provide all law enforcement equipment and supplies, including but not limited to all mobile, portable and control-base-radio equipment necessary for operations in the Parks and in emergency communications, as well as necessary office supplies, including but not limited to desktop computers, copiers, and printers

13. City Hiring. If during the term of this agreement the City of Milwaukee hires new police officers or police telecommunicators whom the City, in its sole judgment, determines are necessary to meet its obligations under this agreement, then the City shall, consistent with law, give consideration in such hiring to any qualified law enforcement officer or telecommunicator currently employed by the Milwaukee County Sheriff's office who is laid off as a result of this agreement and who timely applies for such position with the Milwaukee Police Department. If hired, any such person shall be subject to the City's residency requirement and all other applicable requirements.

14. Reporting. The City will provide to the County an annual report for each calendar year by March 1 of the following year. The report shall include: (a) for the Park Patrol, service hours provided, arrests made by criminal classification, and costs borne by the City; and (b) the number of 911 emergency calls made on cellular telephones within the City's borders and costs borne by the City to service these calls. The County shall have the right to request and review all documentation, as permitted by law, utilized by the City in preparing the annual report provided by the City pursuant to this agreement. The City shall provide such documentation within two weeks of the County's request, which shall be in writing and as specific as is practicable.

15. Liability. The parties are acting herein as independent employers and independent contractors. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and neither party shall have the authority to bind the other party in any respect. The City shall be solely liable for all acts undertaken by its employees, agents, and officers. If the County is sued as a result of acts or omissions by the City's agents, employees or officers, the City shall fully defend, indemnify, and hold harmless the County for all costs related thereto, including the payment of reasonable attorney's fees. The City will specifically indemnify and hold the County harmless regarding any suits resulting from inadequate staffing levels determined at the Chief's sole discretion pursuant to Paragraphs 6-8. Nothing in this agreement shall be construed to relieve the County of liability for the actions of its Board, officers, employees or agents.

16. Discipline. In the event an employee of the Milwaukee Police Department is the subject of a complaint or other dispute which may call into question the judgment or quality of services provided by such individual under this agreement, the Chief of Police will determine, what, if any, disciplinary action is appropriate in accordance with all applicable laws, contracts, rules, and regulations.

17. Assignment. Neither this agreement nor any part hereof shall be assigned or otherwise transferred by either party without the prior written consent of the other party, and any attempted assignment without such written consent shall be null and void.

18. Severability. In case any provision of this agreement shall be found invalid, illegal or unenforceable, such provision shall be severed from this agreement. The validity, legality and enforceability of the remaining provisions of the agreement shall not in any way be affected or impaired thereby.

19. Applicable Law. This agreement shall be subject to and in accordance with the laws of the State of Wisconsin.

20. Sole Agreement. This agreement is the final, complete and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this agreement. This agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. This agreement may only be amended, modified, or supplemented by a written agreement approved and signed by each of the parties.

MILWAUKEE COUNTY:

Chris Abele Milwaukee County Executive	(Date of Execution)
For Execution Kimberly R. Walker Milwaukee County Corporation Counsel	(Date of Execution)
Approved as to Insurance Requirements Cindy Van Pelt Executive Director of Risk Management	(Date of Execution)

CITY OF MILWAUKEE

Police Chief Edward Flynn	(Date of Execution)

1127-2012-2102: 184322

County of Milwaukee

Office of the Sheriff

David A. Clarke, Jr.
Sheriff

Date: August 30, 2012

To: Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

From: Richard Schmidt, Inspector, Office of the Sheriff, Milwaukee County

Subject: **Request to Execute a Professional Service Contract with Armor Correctional Health Services, Inc. to provide Inmate Medical and Mental Health Services at the County Correctional Facilities of the Office of the Sheriff.**

Pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff is requesting referral to proper board committee for review and disposition, authorization to execute an inmate health services contract for inmates at the County Correctional Facilities of the Office of the Sheriff.

Background

The Office of the Sheriff maintains a medical and mental health unit responsible for providing inmate medical care in the two County Correctional Facilities. The County is currently operating under the Christensen Consent Decree which dictates the minimum level of inmate care. Actual costs for this unit in 2011 totaled $16,277,764. Staffing for the unit for 2012 was projected to be 110.53 FTE. Currently, there are 96 filled positions excluding hourly or pool employees.

The Office of the Sheriff has encountered severe difficulties in hiring and retaining Medical Doctors and Psychiatrists for the inmate medical unit. To attempt to remain in compliance with the consent decree, the Sheriff has entered into multiple contracts for the provision of these services in the past few years but

the contractual personnel have also been difficult to retain. The Medical and Mental Health unit has operated with vacant positions that should be filled in order for the Office of the Sheriff to be in compliance with the Christensen Consent Decree.

The 2012 Adopted Budget for the Office of the Sheriff includes a proposal to contract with the Department of Health and Human Services (DHHS) effective July 1, 2012. Funding for the inmate medical unit totaled $16,433,491 in 2012. The discussions for that transition have been concluded with the DHHS not interested in pursuing assumption of the Health Services unit.

The 2013 Requested Budget for the Office of the Sheriff included a proposal to contract with a private vendor, Armor Correctional Health Services, Inc. effective January 1, 2013. Due to Armor's commitment to providing an updated EMR and its commitment to meeting or exceeding all requirements of the Christensen Consent Decree and obtaining NCCHC certification within twelve months, the Office of the Sheriff is requesting to enter into this contract effective October 1, 2012.

Projected costs for the Inmate Medical and Mental Health unit for 2013 totaled $17,210,922 if the service was continued to be provided by Office of the Sheriff personnel utilizing its current staffing plan of 111.5 positions after vacancy and turnover.

These costs do not include a new Electronic Medical Records system which should be developed for the Office of the Sheriff. The Behavioral Health Division entered into a five year $5.2 million contract for the development of their new EMR. It is not known how much a new EMR for the Sheriff will cost.

DHHS projected its 2013 costs to operate the Inmate Medical and Mental Health unit at a cost of $18,084,081. The ability to include the Office of the Sheriff Inmate Medical and Mental Health unit on their new EMR is still being determined.

The Office of the Sheriff is proposing the outsourcing of the unit with Armor Correctional Health Services, Inc. at an annual contractual cost of $14,298,974. The cost includes use of Armor Correctional Health Services, Inc.'s EMR system. In addition, there are the following remaining county costs included in the 2013 budget request: legacy costs of $2,421,803, crosscharges of $863,740 and revenue of $40,000 for a total 2013 projected cost of $17,544,517. All current positions would be eliminated and replaced with employees of Armor Correctional Health Services, Inc. Current staff will be considered for positions with Armor Correctional Health Services, Inc. The following positions were requested for abolishment in 2013.

Current County Authorized Positions

Job Title	FTE			
Adm Asst NR	-1.0		Asst Nursing Dir. Sheriff	-1.0
Adm Asst NR	-2.0		Adv Prac Nurse Prescriber	-8.5
Admin Spec - Sheriff	-1.0		House Physician 3	-1.0
Unit Clerk	-5.0		House Physician 3 Hrly	-0.5
Health Care Plan Spec 2	-1.0		Staff Psychiatrist	-1.0
Med Asst	-6.0		Staff Psychiatrist Hrly	-1.0
LPN Sheriff	-21.5		Medical Director MH	-1.0
RN1	-37.5		Medical Director Detent Serv	-1.0
RN Pool	-2.5		Case Mngt Spec Sheriff	-2.0
RN 2 MH	-2.0		Psych Soc Wkr Sheriff	-12.0
RN 2 Staff Development	-2.0		Psych Soc Wkr Coord Sh	-1.0
Shift Sup	-6.0		Nursing Director Sheriff	-1.0
Shift Sup Hourly	-0.6			

The table below depicts the staffing level included within the proposed contract with Armor Correctional Health Services, Inc. which has been developed in consultation with Dr. Shansky, the Court appointed Court Monitor under the Christensen Consent Decree. It totals 112.7 positions compared to the 111.5 that the Office of the Sheriff included in its 2013 cost comparison.

Armor Proposed Staffing

Position	FTE		Position	FTE
Health Services Administrator	1.0		Administrative Assistant	3.0
Medical Director	1.0		Medical Records Supervisor	1.0
Physician	1.0		Medical Records Clerk	9.6
ARNP/PA	5.2		Director of Mental Health	1.0
Director of Nursing	1.0		Psychiatrist	2.0
ADON	1.0		Psych ARNP	2.0
RN-Nurse Educator/CQI	2.0		Mental Health Professional	13.0
RN Supervisor	8.4		Discharge Planner	2.0
RN	26.4		LPN	2.0
LPN	22.5		Dentist	1.0
CMA	5.6		Dental Assistant	1.0

The Office of the Sheriff anticipates entering into the contract with Armor Correctional Health Services, Inc. to provide inmate medical and mental health services at the County Correctional Facilities of the Office of the Sheriff effective October 1, 2012. It is a two year contract with four additional one year terms.

Recommendation

It is requested that the Milwaukee County Board of Supervisors approve the Sheriff's request to execute a professional services contract with Armor Correctional Health Services, Inc. to provide inmate medical and mental health services at the County Correctional Facilities of the Office of the Sheriff.

Fiscal Note: In 2012, the Office of the Sheriff was budgeted to expend $16,433,491 on inmate medical services assuming full staffing. The Sheriff would expend $4,108,373 from October 1, 2012 till December 31, 2012 if it continued to operate its inmate medical and mental health unit. The cost of the contract with Armor Correctional Health Services, Inc. for the same time period is $4,195,499.

The 2013 anticipated costs of the contract with Armor Correctional Health Services, Inc. totals $14,298,974. The cost includes use of Armor Correctional Health Services, Inc.'s EMR system. In addition, there are the following remaining county costs included in the 2013 budget request: legacy costs of $2,421,803, crosscharges of $863,740 and revenue of $40,000 for a total 2013 projected cost of $17,544,517.

In addition to providing an updated EMR, Armor Correctional Health Services, Inc. will meet or exceed all requirements of the Christensen Consent Decree and will obtain NCCHC certification within twelve months. Projected costs for the Inmate Medical and Mental Health unit for 2013 totaled $17,210,922 if the service was continued to be provided by Office of the Sheriff personnel utilizing its current staffing plan of 111.5 positions after vacancy and turnover.

Richard Schmidt, Inspector
Milwaukee County Office of the Sheriff

cc: Chris Abele, County Executive
Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee
Patrick Farley, Director, Department of Administrative Services
Janelle Jensen, Committee Clerk
Jennifer Collins, Research Analyst

File No.
(Journal, 2012)

(ITEM) From the Sheriff requesting to execute a Contract with Armor Correctional Health Services, Inc. to provide inmate medical and mental health services at the County Correctional Facilities of the Office of the Sheriff:

A RESOLUTION

WHEREAS, pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff is requesting referral to proper board committee for review and disposition, authorization to execute a contract for inmate medical and mental health services at the Milwaukee County Correctional Facilities; and

WHEREAS, in 1996, Milwaukee County became a defendant in litigation (Milton Christensen, et al vs. Michael J. Sullivan, et al) regarding Jail overcrowding and health care services and after extended negotiations in the class action lawsuit, a consent decree was entered into by Milwaukee County in 2001; and

WHEREAS, one portion of the consent decree was the establishment of standards of medical and mental health care for inmates housed and a court appointed monitor who is currently Dr. Shansky; and

WHEREAS, currently, there are 96 filled positions excluding hourly or pool employees and the Sheriff has encountered severe difficulties in hiring and retaining Medical Doctors and Psychiatrists for the inmate medical unit and to attempt to remain in compliance with the consent decree, the Sheriff has entered into multiple contracts for the provision of these services in the past few years but the contractual personnel have also been difficult to retain which has resulted in the Medical and Mental Health unit operating with vacant positions that should be filled in order for the Office of the Sheriff to be in compliance with the Christensen Consent Decree; and

WHEREAS, the 2013 Requested Budget for the Office of the Sheriff included a proposal to contract with a private vendor, Armor Correctional Health Services, Inc. effective January 1, 2013 and due to Armor's commitment to providing an updated EMR and its commitment to meeting or exceeding all requirements of the Christensen Consent Decree and obtaining NCCHC certification within twelve months, the Office of the Sheriff is requesting to enter into this contract effective October 1, 2012; and

WHEREAS, the Office of the Sheriff is proposing the outsourcing of the unit with Armor Correctional Health Services, Inc. at an annual contractual cost of $14,298,974 and the cost includes use of Armor Correctional Health Services, Inc.'s EMR system and in addition, there are the following remaining county costs included in the 2013 budget request: legacy costs of $2,421,803, crosscharges of $863,740 and revenue of $40,000 for a total 2013 projected cost of $17,544,517; and

WHEREAS, the term of the contract is for two years October 1, 2012 to September 30, 2014 and contains four one year renewals for a total contract term of 6 years; now, therefore,

BE IT RESOLVED, the Sheriff is hereby authorized to execute a contract for inmate medical and mental health services with Armor Correctional Health Services, Inc. at the County Correctional Facilities of the Office of the Sheriff for two years October 1, 2012 to September 30, 2014 with four additional one year renewal options.

Fiscal Note: In 2012, the Office of the Sheriff was budgeted to expend $16,433,491 on inmate medical services assuming full staffing. The Sheriff

would expend $4,108,373 from October 1, 2012 till December 31, 2012 if it continued to operate its inmate medical and mental health unit. The cost of the contract with Armor Correctional Health Services, Inc. for the same time period is $4,195,499.

The 2013 anticipated costs of the contract with Armor Correctional Health Services, Inc. totals $14,298,974. The cost includes use of Armor Correctional Health Services, Inc.'s EMR system. In addition, there are the following remaining county costs included in the 2013 budget request: legacy costs of $2,421,803, crosscharges of $863,740 and revenue of $40,000 for a total 2013 projected cost of $17,544,517.

In addition to providing an updated EMR, Armor Correctional Health Services, Inc. will meet or exceed all requirements of the Christensen Consent Decree and will obtain NCCHC certification within twelve months. Projected costs for the Inmate Medical and Mental Health unit for 2013 totaled $17,210,922 if the service was continued to be provided by Office of the Sheriff personnel utilizing its current staffing plan of 111.5 positions after vacancy and turnover.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/30/12

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Request to execute an inmate health services contract for inmates at the County Correctional Facilities of the Office of the Sheriff. .

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	87,126	
	Revenue	0	0
	Net Cost	87,126	0
Capital Improvement Budget	Expenditure	333,595	
	Revenue		
	Net Cost	333,595	

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.[1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

From the Office of the Sheriff requesting to execute a professional services contract with Armor Correctional Health Services, Inc. to provide inmate medical and mental health services at the County Correctional Facilities of the Office of the Sheriff.

In 2012, the Office of the Sheriff was budgeted to expend $16,433,491 on inmate medical services assuming full staffing. The Sheriff would expend $4,108,373 from October 1, 2012 till December 31, 2012 if it continued to operate its inmate medical and mental health unit. The cost of the contract with Armor Correctional Health Services, Inc. for the same time period is $4,195,499.

The 2013 anticipated costs of the contract with Armor Correctional Health Services, Inc. totals $14,298,974. The cost includes use of Armor Correctional Health Services, Inc.'s EMR system. In addition, there are the following remaining county costs included in the 2013 budget request: legacy costs of $2,421,803, crosscharges of $863,740 and revenue of $40,000 for a total 2013 projected cost of $17,544,517.

In addition to providing an updated EMR, Armor Correctional Health Services, Inc. will meet or exceed all requirements of the Christensen Consent Decree and will obtain NCCHC certification within twelve months. Projected costs for the Inmate Medical and Mental Health unit for 2013 totaled $17,210,922 if the service was continued to be provided by Office of the Sheriff personnel utilizing its current staffing plan of 111.5 positions after vacancy and turnover.

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Department/Prepared By Molly Pahl, Fiscal Operations Manager

Authorized Signature Molly Pahl KRS

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Contract for Inmate Health Services for
Milwaukee County Sheriff's Office

THIS HEALTH SERVICES AGREEMENT ("Agreement") between the Milwaukee County Sheriff's Office (hereinafter referred to as the "Sheriff'), and Armor Correctional Health Services, Inc., a Florida corporation, (hereinafter referred to as "Armor" or "Contractor"), is dated for reference purposes as of the _____ day of _____ 2012. Services under this Agreement shall commence on the ____ day of _____ 2012, and shall continue until _____ It may be extended thereafter upon mutual agreement of the parties.

WITNESSETH

WHEREAS, the Sheriff is charged by law with the responsibility for obtaining and providing reasonably necessary health care (including medical, dental and mental health services) for the detainees and inmates in the physical care, custody and control of the Sheriff at Milwaukee County Correctional Facility Central (hereinafter "CCFC") and Milwaukee County Correctional Facility South (hereinafter "CCFS") collectively herein known as "The Facilities"; and WHEREAS, the Sheriff desires to provide for health care to the detainees and inmates in the physical care, custody and control of the Sheriff in accordance with applicable law; and WHEREAS, the Sheriff desires to enter into this Agreement with Armor to promote this objective; and WHEREAS, Armor is in the business of providing correctional health care services and desires to provide such services for the Sheriff under the terms and conditions of this Agreement relative to detainees and inmates in the physical care, custody and control of the Sheriff and housed at the Facilities.

NOW, THEREFORE, in consideration of the premises and the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

1.1. General Engagement; Appointment. The Sheriff hereby engages and appoints Armor to provide for the delivery of reasonably necessary health care, including medical, dental and mental health services, to an individual once cleared for admittance by medical and physically booked into the Facilities for housing (such individuals being hereinafter referred to in this Agreement as "Inmate," singular or "Inmates," plural), which excludes individuals not housed at the Facilities. Armor accepts such appointment to perform such services in accordance with the terms and conditions of this Agreement.

1.2. Scope of General Services. The responsibility of Armor for providing health care to an individual commences once the individual becomes an Inmate as defined in Section 1.1 above. Armor has no responsibility and shall not be liable for any health care or costs associated with any individual prior to becoming an Inmate. The Sheriff shall notify a duly appointed member of the on-site Armor staff of any bookings performed outside the Facilities and, while Armor has no financial obligation for individuals booked offsite, Armor will use best efforts to reduce offsite costs by providing utilization management for those individuals booked offsite and receiving inpatient care prior to becoming an Inmate. While an Inmate, Armor shall provide on a regular basis, all professional medical, dental, mental health, and related health care and administrative services for each Inmate, including, as Inmate movement allows, a comprehensive

health evaluation of each Inmate following booking into the Facilities in accordance with NCCHC Standards, booking/intake health screenings, including medical evaluation for Inmate work details, regularly scheduled sick call, nursing care, regular physician and dentist visits to the Facilities, hospitalization, medical specialty services as outlined below, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services, to include HIV medications, medical clearances for intra and inter-agency transfers, food handling and work clearances, continuing care of identified health problems, detoxification, discharge planning, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein. Armor will also provide screening and assessing of an individual's medical condition at the time the individual is being presented for booking into the Facilities, even prior to the completion of the booking process.

1.3. Specialty Services. In addition to providing the general services described above, Armor will obtain for Inmates housed at the Facilities special medical services including basic radiology services and laboratory services. Armor will also evaluate the need for and feasibility of providing select onsite specialty services (e.g., ObGyn) to reduce offsite transports. Specialty services Armor determines to be feasible will be provided onsite. When non-emergency specialty care is required and not provided onsite, Armor will make appropriate off-site arrangements for the rendering of such care, and shall make arrangements with the Sheriff for the transportation of an Inmate in accordance with this Agreement.

1.4. Emergency Services. Armor shall provide emergency medical care, as medically necessary, to Inmates through arrangements to be determined by Armor with local hospitals. Armor shall provide for qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment. Additionally, Armor shall provide emergency first aid to correctional staff and visitors to Inmates at the Facilities upon request of the Sheriff or his employees or agents, except when doing so would jeopardize Armor's care to an Inmate. Armor shall not be responsible for payment of emergency and follow-up services and transportation provided to correctional staff or visitors in the event of an emergency.

1.5. Limitations on Medical Services. Armor will arrange for the admission of any Inmate who, in the opinion of the Armor Medical Director requires hospitalization, and will bear the costs thereof up to the limits set forth herein. Subject to the limits set forth herein, Armor will be responsible for all costs associated with hospitalization, all off-site and on-site specialty services, inclusive of diagnostic procedures, and emergency transportation services.

(a) *"Hospitalization"* refers to those services, which will be rendered in a hospital or medical center. Such services include but are not limited to inpatient hospitalization, physician fees associated with inpatient and/or outpatient care, ambulatory surgery, emergency ambulatory care, diagnostic and therapeutic radiology, pharmacy, laboratory and pathological capabilities, and physical therapy capabilities. Armor will pursue preferred provider contracts/discount agreements with local hospitals to meet the needs of the Sheriffs inmate health care program within sixty days of the start date of this contract.

(b) *"Offsite and specialty medical care"* refers to those services rendered by a medical provider outside the Facilities or by a licensed independent (non-Armor employee) medical specialist coming onsite to provide specialty services.

(c) For each twelve (12) month period of the Agreement, Armor's total financial liability for costs associated with health care for Inmates relating to hospitalization, emergency transportation, off-site and specialty medical care (as defined above) will be capped as follows:

(1) Armor's total liability for hospitalization, emergency transportation, off-site and specialty medical costs will be capped at $800,000.00 for each twelve (12) month contract period under this Agreement.
(2) Any hospitalization, emergency transportation, off-site and specialty medical costs in excess of $800,000.00 during any twelve (12) month contract period shall be managed and paid by Armor, but shall be reimbursed to Armor by Sheriff, as set forth below.
(3) Should the total hospitalization, emergency transportation, and off-site and specialty medical costs for any twelve (12) month contract period fall below $800,000.00 after a full reconciliation, Armor will credit 100% of the difference back to the Sheriff.

(d) *Aggregate Reconciliation* - Following the completion of each 12 month contract period (running from the date Armor commences provision of healthcare services at the Facilities), Armor shall submit an invoice showing any amount Armor has actually paid in excess of the annual $800,000.00 cap or the amount below the $800,000.00 cap during the past 12 month contract period. Armor will provide supporting documentation along with this invoice/credit. The Sheriff will reimburse Armor for the excess amount within 30 days of receipt of invoice. Armor shall then, within 280 days after the end of each 12-month contract period, submit a final invoice which shall set forth all additional amounts Armor has paid in excess of the annual $800,000.00 cap or savings below the cap. If under the cap, Armor shall credit the Sheriff on the next monthly invoice (if the contract is still active), or submit a check to the Sheriff for the amount below the cap. If over the cap, the Sheriff shall reimburse Armor for this excess amount within 30 days of receipt of invoice. Armor will provide to the Sheriff any requested supporting cost information in Armor's possession.

(e) In the event this Agreement is terminated early, then the $800,000.00 annual aggregate cap will be prorated.

1.6. Exceptions to Treatment. Armor shall not be financially responsible for the cost of any health care services provided to non-Inmates. This includes any treatment received by any individual prior to becoming an Inmate as defined in Section 1.1, above.

1.7. Once an individual becomes an Inmate, Armor will be financially responsible for the cost of all subsequent medical treatment, subject to the limitations noted in this Agreement, for Inmate health care services, regardless of the nature of the illness or injury or whether or not the illness

or injury occurred prior or subsequent to the Inmate being transported to the Facilities. An individual shall be medically cleared for booking into the Facilities when medically stabilized and the individual's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the individual can be reasonably housed in the Facilities.

(a) Armor shall not be financially responsible for significant increased costs associated with changes in Inmate movement, Facilities layout, changes in applicable standards in the delivery of healthcare (e.g., NCCHC, ...), court orders, changes in treatment standards which are not FDA approved at the start date of this Agreement or are not part of Armor's medically reasonable written protocols in use at the Facilities at the time this Agreement becomes effective. Should any new diagnostic test be mandated and approved in relation to community health care standards for treatment and/or required by Armor's Medical Director as necessary for the treatment of Inmates housed at the Facilities, and the cost of such treatment, in total aggregate, would exceed 2% of the annual base compensation for any twelve (12) month period under the term of this Agreement, then the Sheriff and Armor shall negotiate for additional compensation due Armor for all actual expenses incurred from newly mandated changes in treatment standards.

(b) Armor shall provide prenatal, delivery and postpartum health care services to pregnant Inmates, but health care services provided to an infant following birth will not be the responsibility of Armor. Armor shall not be responsible for the costs or furnishing of any abortions unless medically necessary.

(c) To comply with NCCHC standards, Armor will not be responsible for any medical testing or obtaining samples, which are forensic in nature. Legal blood draws requested by Sheriff are not considered forensic in nature.

1.8. Inmates Outside the Facilities. Health care services are only for Inmates. Inmates on any sort of temporary release (authorized or unauthorized), including, but not limited to, Inmates temporarily released for the purpose of attending funerals or other family emergencies, Inmates on escape status, Inmates on pass, parole or supervised custody who do not sleep in the Facilities at night, will not be included in the daily population count, and will not be the responsibility of Armor with respect to any claim, liability, cost or expense for the payment or furnishing of health care services. The cost of medical services provided to Inmates who become ill or are injured while on temporary release will not be the financial responsibility of Armor after their return to the Facilities. This relates solely to the costs associated with the particular illness or injury incurred while on such temporary release. The cost of medical services for other illnesses and injuries will be the responsibility of Armor.

(a) Inmates in the custody of other police or other penal jurisdictions are likewise excluded from the population count and are not the responsibility of Armor for the furnishing or payment of health care services.

1.9. Elective Medical Care. Armor will not be responsible for providing elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care, which,

if not provided, would not, in the opinion of Armor's Medical Director, cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being. Such decisions concerning medical care shall be consistent with applicable laws and general NCCHC standards. In the event of a dispute between Armor's Medical Director and the Sheriff regarding elective medical care, Armor will state in writing to the Sheriff reasons why the medical care is being denied. If the Sheriff determines that the medical care being sought or recommended is medically necessary rather than elective medical care, the determination of the Sheriff shall be final and binding on Armor, and the Sheriff shall pay for the costs of such care and release and indemnify Armor from and against any claims arising from or relating to the Sheriffs determination. Any referral of Inmates for elective medical care must be reviewed and approved by the Sheriff prior to the provision of such services.

1.10. Transportation Services. To the extent any Inmate requires off-site non-emergency health care treatment for which Armor is obligated to provide under this Agreement, the Sheriff shall use best efforts to arrange such transportation as reasonably available. When medically necessary, Armor shall provide all emergency ambulance transportation of Inmates in accordance with this Agreement.

1.11. HIV and Other Illnesses; Testing. Armor will administer Inmate testing in accordance with NCCHC standards and as otherwise deemed necessary by Armor's Medical Director.

1.12. Pharmacy. Armor shall provide pharmacy services management, including providing and administering medicines, including prescribed drugs to the Inmates. Armor shall use best efforts to utilize the current formulary schedule to dispense pharmaceuticals to Inmates within a reasonable time period, not to exceed 24 hours from the time the prescription or order was written to start. Armor shall pay the cost for all pharmacy; however, the Sheriff shall regularly reimburse Armor for all costs associated with HIV medications and testing, blood products and associated supplies and multiple sclerosis.

Armor's total liability for pharmacy costs will be limited to $990,000.00 for each twelve (12) month period under this Agreement. Should the total pharmacy cost exceed $990,000.00, the Sheriff shall reimburse Armor the excess. Should the total pharmacy cost be less than the $990,000.00, Armor shall credit the Sheriff the difference. Following the end of each 12 month period, Armor shall submit an invoice showing actual pharmacy paid by Armor. Any credit to the Sheriff shall be reflected on Armor's next monthly invoice, and any excess shall be reimbursed by the Sheriff to Armor within 30 days of receipt of invoice receipt.

The formulary schedule will be reviewed on an annual basis.

ARTICLE II: MENTAL HEALTH SERVICES

2.01. Initial Mental Health Screenings. Armor will perform a mental health screening on each Inmate booked into the Facility. Armor will use Armor form MH14 (amended from time to time). This screening will meet or exceed NCCHC requirements. Each MH14 screening will be scored and referral for additional mental health intervention made based on this initial screening score and findings. In addition, Inmates will undergo a mental health screening at the 14 day history and physical. Inmates will again be questioned about critical areas of mental health, such

as history of mental health, suicidal ideations, history of sexual abuse, etc. Additional mental health intervention will be provided based on positive findings during this history and physical.

2.02. Continuation of Care. Armor will facilitate continuation of care and facilitate placement in the community upon release for inmates with diagnosed mental health issues.

ARTICLE III: PERSONNEL

3.1. Staffing. Armor shall provide medical, dental, mental health, technical and support personnel as necessary for the rendering of health care services to Inmates at the Facilities as described in this Agreement. The chart attached as Exhibit A includes the agreed-upon staffing matrix necessary to provide the health care and support services required by the Facilities for an average daily inmate population of 2500 Inmates.

(a) Should the inmate population exceed 2600 for three consecutive monthly averages, then both parties agree to review staffing and contract pricing to ensure proper care is reasonably able to be provided. If additional staffing is needed to properly care for the increased population, the Sheriff and Armor shall agree upon additional compensation required to provide the additional staffing.

(b) In the event the Facilities operations or processes change impacting Armor's delivery of medical care and performance under this Agreement, Armor reserves the right to and may provide for additional health care staffing beyond the positions noted in the attached Exhibit A, incorporated herein, in order to perform the necessary health care services as required under this Agreement. Should additional health care staffing be required, Armor also reserves the right to review the base compensation and, with the Sheriffs participation and approval, which shall not be unreasonably withheld, make necessary adjustments in base compensation in order to accommodate any additional staff positions which may be needed.

3.2. Staffing Withholds. There shall be no staffing withholds, penalties or liquidated damages for the first 90 days of the contract period. Thereafter, if total monthly full time equivalents (FTE's) paid fall below 95% of total FTE's in Exhibit A, the Sheriff may apply staffing withholds as follows: once total paid FTE's in any month fall below 95% of total monthly FTE's in the staffing set forth in Exhibit A, for each FTE below the total contract FTE's, the Sheriff may deduct from its monthly payment to Armor at 100% of the average hourly rate for the position. In all cases, employees may be used to cover like positions when their credentials equal or exceed the credentials required for such position (e.g., RN's for LPN's). Armor will provide the Sheriff or its representative with a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix. The report shall list all contract positions and the individual by name providing the service, hours each individual worked, to include paid time off, in relation to the contract FTE's required for that period. The staffing compliance report will be due no later than fifteen days following each monthly pay period. For example, if total monthly paid FTE's for November are 107, 94.9% of contracted FTE's, the difference of which are 5 LPNs and .7 RNs, the Sheriff may deduct from its monthly payment to

Armor at 100% of the average hourly rate for each position. Conversely, if total monthly paid FTE's for November are 118.4, there will be no withholds assessed.

3.3. Licensure, Certification and Registration of Personnel. All personnel provided or made available by Armor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Wisconsin law. Each license or certification shall be on file at a central location as mutually agreed upon.

3.4. Hiring of Sheriff Medical and Mental Health Staff. Armor agrees to offer employment to all current, qualified and in good standing, Sheriff medical and mental health staff.

3.5. Sheriffs Satisfaction with Health Care Personnel. Sheriff reserves the right to approve or reject in writing, for any lawful reason, any and all Armor personnel or any independent contractor, subcontractors or assignee of Armor assigned to this contract. Additionally, MCSO (Milwaukee County Sheriff's Office) may deny access or admission to Sheriff Facilities at any time for such personnel. Such access will not unreasonably be withheld. Sheriff will require and be responsible for criminal background checks and initial drug testing of all Armor personnel, at MCSO expense, prior to any such personnel's initiation of recurring services.

If the Sheriff becomes dissatisfied with any health care personnel provided by Armor hereunder, or by any independent contractor, subcontractors or assignee of Armor, Armor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of the grounds for such dissatisfaction, exercise its best efforts to resolve the problem. If the problem is not resolved to the Sheriff's reasonable satisfaction, Armor shall remove or shall cause to be removed any employee, agent, independent contractor, subcontractor, or assignee about whom the Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, Armor will be allowed thirty (30) days from date of removal to find an acceptable replacement, without penalty or prejudice to the interests of Armor.

3.6. Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either Armor or the Sheriff in the direct rendering of any health care services. Upon prior written approval of the Sheriff, Inmates may be used in positions not involving the rendering of health care services directly to Inmates.

3.7. Subcontracting and Delegation. In order to discharge its obligations hereunder, Armor will engage certain health care professionals as independent contractors rather than as employees. The Sheriff may request to approve such professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the Sheriff consents to such subcontracting or delegation. As the relationship between Armor and these health care professionals will be that of independent contractor, Armor will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Armor will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Armor shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of Armor under this Agreement, Armor shall obtain proof that there is in effect a

professional liability or medical malpractice insurance policy, as applicable coverage for each health care professional identified herein, in an amount of at least one million dollars per occurrence/three million dollars annual aggregate limit. As requested by the Sheriff, Armor will make available copies of subcontractor agreements providing service under the Agreement.

3.8. Affirmative Action Armor will undertake an affirmative action program at Facilities as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Armor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Armor will require that its covered suborganizations provide assurances that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as created by 14 CFR Part 152, Subpart E, to the same effect.

3.9 Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs In the performance of work under this Contract, Armor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

> Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Armor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.
>
> Armor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and made a part of this Contract. The program shall have as its primary objective to staff the very best qualified person for each position, and then, when and where possible without negatively impacting this first objective, to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Armor 's work force, where these groups may have been previously under-utilized and under-represented. Armor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be its responsibility to show that it has met all such requirements.
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> When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by a court of competent jurisdiction, Armor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Armor, further violations of this section are proven in a court of competent jurisdiction during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by Armor for use in completing the Contract, or it may permit Armor to complete the Contract, but, in either event, Armor shall be ineligible to bid on any future contracts let by County.

ARTICLE IV: ACCREDITATION

4.1. Obligation of Armor. Armor's services shall be designed to meet the National Commission on Correctional Health Care for Jails (NCCHC) standards in place at the commencement of this Agreement. While Armor will design their care to comply with NCCHC standard, if there is a material change in NCCHC standards resulting in additional costs to Armor, the Sheriff agrees to pay such documented additional costs. Armor will cooperate fully with the Sheriff in all efforts to maintain formal accreditation of the Facilities health care program. Armor will be responsible for the payment of the fees for maintaining or renewing NCCHC accreditation. Any deficiency in Armor's performance of health care services under this Agreement resulting in notice from any regulatory or accrediting organization shall be rectified immediately, provided that such a breach is directly attributed to Armor, including Armor's employees, agents and subcontractors. Failure to rectify any such deficiency within a thirty (30) day cure period may result in the Sheriff, in his sole discretion, terminating this Agreement. Armor shall seek NCCHC accreditation after the first year of this Agreement. Once accreditation is obtained, Armor shall maintain accreditation during any subsequent term of this Agreement. If Armor fails to so maintain accreditation, and such is solely due to Armor's failure to comply with NCCHC standards, then Armor will pay a penalty of Twenty-five Thousand Dollars ($25,000.00) to the Sheriff as liquidated damages.

ARTICLE V: EDUCATION

5.1. Inmate and Staff Education. Armor shall conduct an ongoing health education program for Inmates at the Facilities with the objective of raising the level of Inmate health and health care. Armor staff will provide relevant training to the Sheriffs staff as required by accrediting bodies. Armor will also work with the Sheriff to provide correctional staff with health care training as desired by the Sheriff and as Armor is able to accommodate without jeopardizing the quality of Inmate care.

5.2. Medical Services Staff Education. Armor will require that its medical, professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual or proficiency training and other such professional or para-professional education and training programs needed to provide current proficiency in the professional's or para-professional's particular medical discipline or specialty.

ARTICLE VI: REPORTS AND RECORDS

6.1. Medical Records. Armor shall cause and require to be maintained a complete and accurate medical record for each Inmate receiving health care services from Armor. Each medical record will be the property of the Sheriff and such records shall be maintained by Armor in accordance with applicable laws, NCCHC standards. The medical records shall be kept separate from the Inmate's confinement record. A complete legible copy of the applicable medical record shall be available, within a reasonable time, to the Sheriff and will, with reasonable notice, be available to accompany each Inmate who is transferred from the Facilities to another location for offsite services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Armor shall comply with Wisconsin law and the Sheriffs policy with regard to access by Inmates and Facilities staff to medical records. No information contained in the medical records shall be released by Armor except as

provided by the Sheriffs policy, by a court order, or otherwise in accordance with applicable law. Armor shall provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. Armor shall provide an electronic medical record (EMR) (Armor will provide software customized to Armor's policies in use at the Facilities, server, terminals, printers, scanners and interfaces. Sheriff will provide the cabling and connections needed in the Facilities to connect the EMR) within a reasonable time subsequent to the Sheriff making written request. Upon the expiration or termination of this Agreement, the functional EMR and all medical records shall become the property of the Sheriff, and the Sheriff shall assume payment of the monthly per inmate fee for the EMR. However, the Sheriff shall, within the limits of applicable law, provide Armor with reasonable ongoing access to all medical records even after the termination/expiration of this Agreement to enable Armor to properly prepare for litigation or anticipated litigation or any other legal or regulatory claim or action brought or threatened by third persons in connection with services rendered during the term hereof.

6.2. Regular Reports by Armor to the Sheriff. Armor shall make available to the Sheriff, on a date and in a form mutually acceptable to Armor and the Sheriff, monthly and annual reports relating to services rendered under this Agreement.

6.3. Third Party Reimbursement. Armor will seek and obtain from Inmates information concerning any health insurance the Inmate might have that would cover offsite services managed by Armor. Armor will instruct offsite providers to bill third party insurance first. After seeking payment from available third party insurance, Armor will process the remaining claim for payment consideration. Armor shall provide the Sheriff with periodic reports when such credits are applied. Armor and the Sheriff specifically understand that Medicaid and Medicare may not be available third party sources, and Armor's policies strictly forbid asking about Medicaid/Medicare and providing any Medicaid/Medicare information to any provider where such coverage is not allowed.

6.4. Inmate Information. Subject to the applicable Wisconsin law, in order to assist Armor in providing the best possible health care services to Inmates, the Sheriff will provide Armor with information pertaining to Inmates that Armor and the Sheriff mutually identify as reasonable and necessary for Armor to adequately perform its obligations hereunder.

6.5. Armor Records Available to the Sheriff with Limitations on Disclosure. With reasonable notice, Armor shall make available to the Sheriff, at the Sheriff's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder. The Sheriff understands that many of the systems, methods, procedures, written materials and other controls employed by Armor in the performance of its obligations hereunder are proprietary in nature and will remain the property of Armor. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the Sheriff, except in connection with the delivery of health care services hereunder, and as permitted or required by law, unless such disclosure is approved in advance in writing by Armor.

6.6. Sheriffs Records Available to Armor with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Sheriff will provide Armor, at Armor's request, Sheriffs records relating to the provision of health care services to Inmates as may be

reasonably requested by Armor or as are pertinent to the investigation or defense of any claim related to Armor's conduct. Consistent with applicable law, the Sheriff will make available to Armor such records as are maintained by the Sheriff, hospitals and other outside health care providers involved in the care or treatment of Inmates (to the extent the Sheriff has access to those records) as Armor may reasonably request. Any such information provided by the Sheriff to Armor that the Sheriff considers confidential and clearly labeled confidential shall be kept confidential by Armor and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Sheriff.

6.7. Public Record Law. In the event that Armor should assert any proprietary or confidential status to any of its systems, methods, procedures or written materials and other controls employed by Armor in the performance of its obligation pursuant to this Agreement, then Armor shall assess such claim on its own, and shall defend and hold harmless the Sheriff, the Sheriffs employees, officers, appointees and agents against all liabilities for Armor's failure to comply with the requirements of the law with regard to the release of records.

6.8. HIPAA Compliance. To the extend HIPAA applies to Armor, Armor shall comply with those requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and amendments relating to Armor's responsibilities pursuant to this Agreement.

ARTICLE VII: SECURITY

7.1. General. Armor and the Sheriff understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Armor as well as for the security of the Inmates and the Sheriffs staff, consistent with the correctional setting. The Sheriff will take all reasonable measures to provide sufficient security to enable Armor, and its personnel, to safely and adequately provide the health care services described in this Agreement. Armor, its staff and personnel, understand that the Facilities in which services will be rendered is a detention Facilities and that working in such Facilities involves inherent dangers. Armor, its staff and personnel further understand that the Sheriff cannot guarantee anyone's safety in the Facilities and nothing herein shall be construed to make the Sheriff, his deputies or employees a guarantor of the safety of Armor employees, agents or subcontractors, including their employees .

(a) In the event that any recommendation by Armor for particular health services for any Inmate or transfers to a medical Facilities should not be implemented and carried out for security reasons, Armor will be released from professional liability for any damages resulting from any such decision on the part of the Sheriff not to respond or to institute a requested transfer of any Inmate as long as the request was made in writing.

7.2. Loss of Equipment and Supplies. The Sheriff shall not be liable for loss of or damage to equipment and supplies of Armor, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the Sheriff or his employees.

7.3. Security During Transportation Off-Site. The Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facilities and any other location for off-site services as contemplated herein.

ARTICLE VIII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

8.1. General. The Sheriff agrees to provide Armor with office space at the Facilities, the use of the equipment (including office furniture) currently being used at the Facilities to provide health care services to Inmates, and utilities (such as electricity, local phone and water) sufficient to enable Armor to perform its obligations hereunder. Armor will supply and be responsible for payment of long distance telephone carrier services and minor equipment (less than $501 purchase price) within the Jail for use of its personnel. The Sheriff will provide necessary maintenance and housekeeping of the office space at the Facilities. Armor agrees it has inspected the Facilities and medical office space at the Facilities and that such space and the Facilities can be utilized to perform the obligations required under this Agreement.

8.2. Delivery of Possession. The Sheriff will provide to Armor, beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies that are the Sheriffs property, in place at the Facilities health care units. Furthermore, to assist in the transition of health care to Armor, the Sheriff will make reasonable effort to accommodate Armor's requests to review the Facilities and gather information prior to the contract start date. At the termination of this or any subsequent Agreement, Armor will return to the Sheriff possession and control of all Sheriff owned supplies, medical and equipment, in working order, reasonable wear and tear excepted, which were in place at the Facilities' health care unit prior to the commencement of services by Armor under this Agreement.

8.3. Maintenance and Replenishment of Equipment. Armor will maintain all Armor owned equipment and Sheriff shall maintain all Sheriff owned equipment in working order during the term of this Agreement. The Sheriff shall provide all reasonably required medical equipment with a value of $501 or greater, necessary to provide health care services in the Facilities. Armor shall at its sole expense purchase all required medical and office equipment not provided by Sheriff to perform services pursuant to this agreement with a per item cost of $500 or less. At the full conclusion (i.e., running of initial term and all renewals) of this contract all equipment purchased by Armor may be purchase by the Sheriff for the then current market price less 10%. If the contract with Armor is terminated prior to the initial contract term and extensions, the Sheriff will be provided the opportunity to purchase the equipment at the current market price. Prior to the start of the initial contract period, the Sheriff shall provide Armor with a complete listing of all equipment within the medical units that will be available for Armor to use.

8.4. General Maintenance Services. The Sheriff will provide for each Inmate receiving health care services at the Facilities the same services provided by the Sheriff to all other Inmates at the Facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

8.5. Supplies. Armor warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable Armor to perform its obligations hereunder,

barring a significant deviation from standard usage (e.g., riot, natural disaster). Armor shall be responsible, at its sole expense, to purchase any and all additional office supplies needed, from time to time, to provide health services to the Inmates pursuant to the provisions of this Agreement.

8.6. Biohazardous Waste. Armor shall be responsible, at its sole cost, for the proper disposal of all biohazardous medically generated waste occurring at the Facilities during the term of this Agreement.

8.7. Software and Electronic Information. All software programs and other information technology purchased or developed by Armor and used in its performance of this Agreement are proprietary to and/or the property of Armor. The Sheriff shall not have any right, title or interest, in or to such property, except as otherwise provided in this paragraph. At the expiration or termination of this Agreement, Armor will allow the Sheriff to continue using Armor's EMR as long as the Sheriff pays the EMR provider's monthly per inmate fee. If the Sheriff does not wish to continue utilizing Armor's EMR software, Armor shall provide the Sheriff with all Inmate data that has been stored electronically, in a relational database utilizing Sequel or Oracle and a PDF electronic copy of Inmates medical records as well as a hard copy paper record and shall ensure that all paper Inmate medical records and electronic documents are complete.

8.8. EMR. If the Sheriff elects to have an EMR installed, Armor will use reasonable effort to allow the Sheriff to continue to utilize such EMR on the same terms and conditions applicable to Armor.

ARTICLE IX: TERM AND TERMINATION OF AGREEMENT

9.1. Term. This Agreement will be effective at 12:01 a.m. on _____, 2012, as to the providing of services hereunder. The initial term of this Agreement shall be two (2) years. Subject to Section 8.2, this Agreement may be extended upon mutual agreement of the parties, executed no less than ninety (90) days prior to the expiration of each term for four (4) additional one (1) year terms pursuant to the terms of this Agreement.

9.2. Termination. This Agreement may be terminated as provided in this Agreement or as follows:

(a) Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its material obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving the notice shall have the right immediately to terminate this Agreement.

(c) Unrestricted right of termination by Sheriff further reserves the right to terminate this Contract at any time for any reason by giving Armor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Contractor shall

reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors require this Contract be terminated.

(d) Annual Appropriations and Funding. Both parties acknowledge that the performance of this Agreement and payment for medical services to Armor pursuant to this Agreement is predicated on the continued annual appropriations by the Board of County Commissioners of Milwaukee County to the Sheriff with specific funds allocated to meet the medical needs of the Inmates in the facilities and the Sheriffs ability to perform under this Agreement.

(e) Armor may terminate if the Sheriff falls more than 15 days behind on timely payment to Armor. Armor may also terminate without cause by providing the Sheriff with no less that 180 days advance written notice.

9.3. Responsibility for Inmate Health Care. Upon termination of this Agreement, all of Armor's responsibility for providing health care services to all Inmates, including Inmates receiving health care services at sites outside the Facilities, will terminate.

9.4. Owner of Documents Upon Early Termination. Upon early termination of this Agreement prior to its expiration, copies of all finished or unfinished documents, studies, correspondence, reports or other products prepared by Armor for Sheriff shall be provided to the Sheriff.

ARTICLE X: COMPENSATION

10.1. Base Compensation. For each twelve (12) month period under the initial term of this Agreement, the base monthly compensation shall be invoiced in advance of the month in which services are provided. The Sheriff shall pay the base monthly compensation invoice by the end of the month of service. All monthly adjustments (e.g., withholds, per diems) shall be invoiced or credited, as the case may be, the following month. In the event this Agreement should terminate or be amended on a date other than the end of any calendar month, compensation to Armor will be prorated accordingly based on the fractional portion of the month during which Armor actually provided services. Any properly submitted invoice not paid within 30 days from receipt shall accrue interest at 1.5% per month until paid in full.

(a) For the first twelve (12) month period of the initial term of this Agreement, the Sheriff is required to pay to Armor the base price sum of $14,298,974.00 for an average daily inmate resident population up to 2500, payable in twelve (12) equal monthly installments. For each Inmate in excess of 2600 average daily inmate resident population, the Sheriff shall pay Armor a per diem of $1.42.

(b) The Parties hereto acknowledge there may be legal and/or public challenges to the implementation of Armor services called for under this Agreement. Should Armor be required to suspend, in whole or in part, or terminate services due to such challenge, or otherwise at the request of the Sheriff, the Sheriff shall pay Armor all actual costs incurred up to the date services are suspended or terminated. Should Armor recommence services (in whole or in part) after

services have been suspended (in whole or in part) or terminated, the Sheriff shall pay Armor's actual startup costs incurred to resume provision of services. Armor shall invoice Sheriff for such actual costs together with reasonable supporting documentation.

10.2. Inmate Population. The average daily inmate resident population shall be based upon the midnight count taken each day. The average daily inmate resident population counts are added for each day of the month and divided by the number of days in the month to determine the average monthly inmate population. The excess, if any, over the inmate population caps will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to Armor for the month.

(a) Should the Sheriff designate any other facility requiring the provision of health care services by Armor, the parties agree to negotiate the additional staff and compensation prior to Armor commencing services at the newly designated facility.

10.3. Compensation for Subsequent Periods. After the first twelve (12) month period, pricing will be adjusted based on the mutual written agreement of the Sheriff and Armor.

10.4. Failure to Perform/Reimbursement. For any services required to be performed by Armor under this Agreement, but that are performed by the Sheriff due to Armor's failure to perform, Armor shall reimburse Sheriff for those expenses and such expenses shall be reduced from the monthly payment due Armor under this Agreement.

10.5. Penalties.
Penalties to which Armor is subject are as follows:

(a) The parties agree that no penalty shall be applied during the first 90 days of the initial term.

(b) Armor shall not be liable for a penalty when Armor's failure arises as a result of any reason beyond its control, including but not limited to physical plan limitations, strikes or labor disputes, inmate disturbances, acts of God, failure of the Sheriff to fulfill Sheriff responsibilities under this Agreement or any other similar causes beyond the reasonable control of Armor.

(c) The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars ($150.00) for each Inmate History and Physical Examination not completed within the required fourteen (14) days of booking. This fine will not be assessed if Armor's staff does not have reasonable access to any inmate in order to complete the history or examination.

(d). The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars ($150.00) for each intake screening not initiated within 60 minutes of notification and reasonable opportunity to complete.

(e). The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars ($150.00) for each hospital readmission deemed not to be medically necessary by a competent correctional healthcare physician.

(f) The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars ($150.00) for each Armor subcontractor invoice not paid within 45 days

of receipt of a clean invoice, unless the Sheriff has failed to timely pay Armor as set forth herein.

(g) The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars ($150.00) for each Inmate Mental health Assessment not completed within the required fourteen (14) days of booking. This fine will not be assessed if Armor's staff does not have reasonable access to any inmate in order to complete the history or examination.

(h) The Sheriff may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars ($150.00) for each Positive Inmate Mental Health Screen not completed within the required 1 day of booking. This fine will not be assessed if Armor's staff does not have reasonable access to any inmate in order to complete the history or examination.

10.6. Inmates from Other Jurisdictions. Medical care rendered within the Facilities to Inmates from other jurisdictions housed in the Facilities pursuant to contracts between the Sheriff and such other jurisdictions will be the responsibility of Armor. Armor will arrange medical care that cannot be rendered in the Facilities, but Armor shall have no financial responsibility for such offsite services.

10.7. Responsibility for Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that Inmates assigned to the work release program who are not housed at the Jail are personally responsible for the costs of any medical services provided to them. Armor may assist with arranging the necessary medical transportation for Inmates participating in the work release program who are not housed at the Jail to obtain medical care.

10.8. Changes in the Law. If any statute, rule or regulation is passed or any order, legal mandate or decree issued or any statute or guideline adopted which materially increases the cost to Armor of providing health care services pursuant to this Agreement, Armor and the Sheriff will agree on additional compensation to be paid by the Sheriff to Armor as a result of such changes; provided, however, that if the parties are unable to agree on appropriate compensation, Armor shall have no duty to comply with such changes until the matter has promptly been submitted to mediation according to the provisions of this Agreement and a resolution agreed upon.

ARTICLE XI: LIABILITY AND RISK MANAGEMENT

Armor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability, occurrence based (which includes board, staff, and volunteers), Automobile Liability and Professional Liability in the minimum amounts listed below.

Automobile insurance that meets the minimum limits as described in the Agreement is required for all Armor vehicles (owned, non-owned, and/or hired). In addition, if any employees of Armor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of Armor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of Armor.

Armor shall maintain Professional Liability coverage as listed below.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

Type of Coverage	**Minimum Limits**
Wisconsin Workers' Compensation or Proof of all States Coverage	Statutory
Employers' Liability	$100,000/$500,000/$100,000
Commercial General Liability Bodily Injury & Property Damage Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations	$1,000,000 – Per Occurrence $1,000,000 – General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos – Owned, Non-Owned and/or Hired	$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin Requirements
Professional Liability To include Certified/Licensed Mental Health and Licensed Physician or any Other qualified healthcare provider under Sect 655Wisconsin Patient	$1,000,000 Per Occurrence $5,000,000 Annual Aggregate As required by State Statute

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well and the Sheriff shall automatically reimburse Armor for the associated increase premium.

Milwaukee County, as its interests may appear, shall be named as an "additional insured" on Armor's Certificate of Insurance for general liability, and automobile insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement. A certificate indicating the above coverages shall be submitted to the County.

If Armor's Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. Armor shall maintain coverage for the duration of this agreement and for five (5) years following the completion of this agreement.

It is also agreed that on Claims-Made Professional Liability policies, either Armor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the County.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the contract.

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 N. 9th St.
Milwaukee, WI 53233

The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager. Changes and adjustments resulting in a change in cost to Armor shall be reimbursed by the Sheriff.

ARTICLE XII: MISCELLANEOUS

12.1. Independent Contractor Status. The parties acknowledge that Armor is an independent contractor and that all medical care decisions will be the sole responsibility of Armor. Nothing in

this Agreement is intended, nor shall they be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, joint employer or any other relationship allowing the Sheriff to exercise control or direction over the manner or method by which Armor, its employees, agents, assignees or its subcontractors perform hereunder.

12.2. Badges and/or Visitor Passes. All Armor employees will wear identification badges at all times in a visible manner. Armor shall return identification badges and/or visitor passes immediately after an employee's, subcontractor's, independent contractor's or per diem employee's resignation, removal, termination, or reassignment.

12.3. Subcontracting. Any subcontract shall include the obligations contained in this Agreement, and shall not relieve Armor of its obligation to provide the services and be bound by the requirements of this Agreement. The Sheriff and Armor each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

12.4. Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered according to this section. Delivery shall be by certified or registered mail, return receipt requested postage prepaid, and addressed to the appropriate party at the following address:

Notice to Milwaukee County	Notice to Armor
Richard Schmidt Inspector Milwaukee County Jail 949 North 9th Street Milwaukee, WI 53233	Bruce Teal, CEO and Kenneth Palombo, COO Armor Correctional Health Services Inc. 4960 S.W. 72nd Ave, Suite 400 Miami, Florida 33155

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

12.5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Wisconsin, notwithstanding any conflicts of law principles to the contrary.

12.6. Entire Agreement. This Agreement and exhibits attached hereto and specifically incorporated herein constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications

or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, requests for proposal, proposals, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

12.7. Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

12.8. Mediation of Disputes. Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Wisconsin Rules for Certified and Court-Appointed Mediators and the Wisconsin Rules of Civil Procedure, together with the rules of the American Arbitration Association or the Foundation for Dispute Resolution. The parties agree to share equally the cost of the mediation.

12.9. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

12.10. Enforcement. In the event either party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party in any proceeding hereunder shall be entitled to recover the cost of such action so incurred, including without limitation, reasonable attorney's fees. The Sheriffs obligation under this section shall be to the extent permitted by law.

12.11. Other Contracts and Third-Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

12.12. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

12.13. Force Majeure. Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by, without limitation, acts of public enemy, fire, explosion, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.

12.14. Default. Unless Armor's performance is specifically exempted by this Agreement, Sheriff shall be entitled to a credit or reimbursement for any reasonable cost the Sheriff incurs for any medical services required to be performed by Armor when and to the extent that Armor shall fail to perform and a thirty (30) day cure period has passed. The credit or reimbursement provided for in this section shall not be deemed to be the sole remedy of the Sheriff and the Sheriff is otherwise entitled to seek all other lawful remedies the Sheriff is entitled to under this Agreement, including any and all damages stemming from the failure of Armor to pay as is required under this Agreement.

12.15. Funding Sources. Both parties acknowledge that performance of this Agreement and payment for medical service to Armor pursuant to this Agreement is predicated on the continued annual appropriations by Milwaukee County to the Sheriff with specific funds allocated to meet the medical needs of the Inmates in the Jail and the Sheriffs ability to perform under this Agreement.

12.16. Permits and License. Armor acknowledges that it will maintain all relevant permits and licenses required for Armor to perform the services required by this Agreement, except those held by the Sheriff (e.g., pharmacy). This will include, but not be limited to licenses and permits for radiology (as allowed by law). Armor shall ensure that all individuals or entities performing the services required under this Agreement, including but not limited to its employees, agents, assignees, subcontractors or independent contractors shall be appropriately licensed, registered or certified as required by applicable law. Armor shall notify the Sheriff of any revocation, suspension, termination, expiration, restrictions, etc., of any required license, registration or certification of any individual or entity to perform the services herein specified.

12.17. Effect of this Agreement. This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. This Agreement may be modified only in writing that expressly references his Agreement and is executed by both of the parties hereto.

12.18. Liaison. The Sheriff or his designee (so designated in writing by the Sheriff) shall be the liaison with Armor.

12.19. Authority. Each party hereto expressly represents and warrants that the person executing this Agreement is the legal, valid and binding representative of each party.

12.20. Sheriffs Correctional Healthcare Advocate. The Sheriff may designate a Correctional Health Care Monitor who will be its representative and who shall require Armor to meet all contract requirements; monitor Armor's compliance and any corrective action to resolve areas of non-compliance or deficiencies; recommend or assess liquidated damages/penalties based on non-compliance and as set forth within this Agreement; and facilitate any dispute resolution.

12.21. Appearances. Armor's representatives shall cooperate with the Sheriff as necessary for required court appearances related to medical services at the Facilities, which Armor staff time shall be counted toward hours worked.

12.22. Civic Groups. Upon mutual agreement of the Sheriff and Armor, Armor shall discuss the services provided under this Agreement with local civic groups or visiting officials.

12.23. Sheriff's Facilities. The Sheriff may prohibit entry to any Facilities or remove from Facilities any of Armor's subcontractors, independent contractors or employees who do not perform their duties in a professional manner, who violate the security regulations and

procedures of the Sheriff, or who present a security risk or threat as determined in the sole discretion of the Sheriff. The Sheriff reserves the right to search any person, property or article entering any Facilities. Armor's employees, independent contractors, and subcontractors, their desks, lockers, personal effects, and vehicles parked in the premises are subject to search at any time. Sheriff reserves the right to require drug and alcohol testing of independent contractors or employees for due cause at the expense of the Sheriff.

12.24. Computer Security. Armor shall use its best efforts to ensure that any of its actions do not corrupt or infect any of Sheriffs computer equipment, computer software, data files, or databases. Any costs to the County for corruption and infection due to Armor's use thereof will be borne by Armor.

12.25. Media Requests. If media requests are received, Armor may be responsible for responding to the media after coordinating its response with Sheriffs Public Information Office.

12.26. Emergency Notification. Armor shall promptly notify the Sheriff of any unusual illnesses, any emergency care, any Inmate death, and any potential media concern.

12.27. Infection Control. Armor shall implement an infection control program which includes but is not limited to concurrent surveillance of staff and Inmates, prevention techniques, treatment, and reporting of infections in accordance with local, state and federal laws, OSHA and Governing Standards.

12.28. Inmate Grievances, Complaints. Inmate complaints or grievances regarding services under this Agreement shall be forwarded to the Armor's Health Services Administrator or designee who shall promptly review the complaint or grievance, gather all information concerning the complaint or grievance, and take appropriate action in accordance with the Sheriffs grievance procedures. Armor shall respond to all Inmate complaints or grievances concerning services under this Agreement within seventy-two (72) hours of Armor's receipt of such complaint or grievance.

12.29. Utilization Review. Armor shall implement and operate a Utilization Review Program for the Sheriff.

12.30. Comprehensive Quality Improvement. Armor shall develop a comprehensive quality improvement program of regularly scheduled audits of all Inmate health care services provided under the Agreement, documentation of deficiencies, and plans for correction of deficiencies. The quality improvement plan shall include a provision for program and contract monitoring (peer review) by one or more "outside" detention health care consultant(s) on an annual basis. The results of the outside consultant's review(s) shall be shared with the Sheriff and available for NCCHC review accreditation. Armor shall bear all costs associated with the outside consultants.

12.31. Medical Master Plan. Subject to the approval of the Sheriff, Armor shall maintain procedures from the start date of this Agreement for the delivery of medical services in the event of a disaster, including but not limited to, fire, tornado, hurricane, epidemic, riot, strike or mass

arrests. Such procedures shall be maintained and/or modified by Armor's Medical Director working closely with the Sheriffs staff and may include:

(a) Communications system;
(b) Recall of key staff;
(c) Assignment of health care staff;
(d) Establishment of command post;
(e) Safety and security of the patient and staff areas;
(f) Use of emergency equipment and supplies to include automatic external defibrillators (AED's);
(g) Establishment of a triage area;
(h) Triage procedures;
(i) Medical records-Identification of injured

12.32 DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

Armor shall make reasonable effort to comply with Milwaukee County Ordinance 56.30 and CFR 49 part 23, which have an overall goal of seventeen percent 17 % participation of certified disadvantaged, minority and/or women business enterprise (DBE/MBE/WBE's) on professional service contracts. In accordance with this, Armor shall ensure that D/M/WBE's have the reasonable opportunity to participate in this project. It is understood that Armor, as outlined in the proposal, is currently unable to meet this commitment.

12.33 Indemnity Armor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Sheriff and County, and their agents, officers and employees, from and against all loss or expense including costs and attorney's fees, for attorneys provided by or approved by Armor, by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Armor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

12.34 County ownership of Data Upon completion of the work or upon termination of the contract, it is understood that any reports, information and data, given to or prepared or assembled by Armor under this Contract shall not be made available to any individual or organization by Armor without the prior written approval of the Sheriff. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Armor.

12.35 Records and Audits Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, Armor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Armor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County, unless such request is unreasonable, in which case Armor shall provide a cost to comply. Any subcontracting by Armor in performing the duties described under

this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as Armor. Armor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term.

12.36 Subcontracts Assignment of any portion of the work by subcontract must have the prior written approval of County, which shall not be unreasonably withheld.

12.37 Independent Contractor Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Armor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Armor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

12.38 Assignment This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.

12.39 Prohibited practices

(a) Armor, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of County, or any person who, to the knowledge of Armor, has a conflict of interest.

(b) Armor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, an officer, or employee or his immediate family, may not solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

12.40 Christiansen Decree All terms and conditions of the Christensen Decree existing at the time of Armor's bid must be met or exceeded and maintained through the entire term of the contract and subsequent extensions.

12.41Authority This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Armor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

12.42Authorization The County has executed this Contract pursuant to action taken by its Board of Supervisors on _____ 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

MILWAUKEE COUNTY

_____ _____
Richard Schmidt, Inspector Date
Milwaukee County Sheriff's Office

ARMOR

_____ _____
Name Date

Approved as to appropriate use of a professional service contract, form and independent contractor status by Corporation Counsel.

_____ _____
By Corporation Counsel Date
Date

Reviewed and approved by County Risk Manager

_____ _____
Risk Manager

Approved with regards to County Ordinance Chapter 42

_____ _____
By Community Business Development Partner s Date

Exhibit A

Position	FTEs
Health Services Administrator	1.00
Medical Director	1.00
Physician	1.00
ARNP/PA	5.20
Director of Nursing	1.00
ADON	1.00
RN-Nurse Educator/CQI	2.00
RN Supervisor	8.40
RN	26.40
LPN	22.50
CMA	5.60
Administrative Assistant	3.00
Medical Records Supervisor	1.00
Medical Records Clerk	9.60
Mental Health Administrator	1.00
Psychiatrist	2.00
Psych ARNP	2.00
Mental Health Professional	13.00
Discharge Planner	2.00
LPN	2.00
Dentist	1.00
Dental Assistant	1.00
Total	**112.70**

DATE: October 2, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Mary Kowal
Date of incident: May 24, 2012
Date claim filed: August 15, 2012

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of $667.82 to Mary Kowal to settle in full her claim against Milwaukee County.

This accident occurred on May 24, 2012 around 12pm while the claimant was traveling north on Lake Drive, St. Francis, WI.

The claimant was traveling northbound on Lake Drive when she passed by a mower which was mowing the lawn of Bay View Park across from the Cousins Center entrance, 3500 N. Lake Drive. At this time she heard some debris hit the right side of her 2006 Ford Taurus.

Mary Kowal pulled over and noticed a few dents and paint chips on the rear passenger door. She then flagged down the mower operator and explained to him what had occurred.

The claimant's vehicle is a 2006 Ford Taurus. Damage was located on the right rear door. The estimate prepared by Ewalds Collision Center, Cudahy, WI is in the amount of $667.82. This appears to be in line with the necessary repairs and the stated hours of repair.

The adjustor and the County insurer recommend a total payment of $667.82 to Mary Kowal to settle her property damage claim. Corporation Counsel has reviewed this matter and supports the recommendations to settle all claims arising out of the property damage to this vehicle.

_____
Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: October 2, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Gustavo Bonilla
Date of incident: May 24, 2012
Date claim filed: July 27, 2012

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of $1,825.00 to Gustova Bonilla to settle in full his claim against Milwaukee County.

This accident occurred on May 24, 2012 around 4:53 pm at the intersection of Blue Mound Road and 38th St., Milwaukee, WI.

The claimant's vehicle was westbound on W. Wisconsin Ave. and was attempting a left turn onto N. 38th St. when he was hit by a vehicle driven by a Milwaukee County DPW employee. The claimant had cleared both eastbound W. Wisconsin Ave. lanes when he was struck. The employee was traveling east on Bluemound Road and had a stop sign. The claimant had the right-of-way.

The claimant's vehicle is a 1993 Toyota Corolla and was being operated by Jairo Bonilla, the son of claimant Gustavo Bonilla who is the owner of the vehicle. There will be no bodily injury claim.

The claimant submitted an estimate in the amount of $3843.36. Due to the age of the vehicle and the stated amount of damage the vehicle is a total loss. The actual cash value is stated as being $2,225.83. An agreement has been reached with Gustavo Bonilla for the amount of $1,825 and allowing the claimant to keep the vehicle.

The adjustor and the County insurer recommend a total payment of $1,825.00 to Gustavo Bonilla to settle his property damage claim. Corporation Counsel has reviewed this matter and supports the recommendations to settle all claims arising out of the property damage to this vehicle.

_____
Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: October 2, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Lakeside Landscape Company
Date of incident: June 29, 2012
Date claim filed: July 16, 2012

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of $711.22 to Lakeside Landscape Company to settle in full its claim against Milwaukee County.

This accident occurred on June 29, 2012 around 915 am while the vehicle owned by Lakeside Landscape Company was parked and unoccupied on Willow Court, Fox Point, WI. A Milwaukee County DPW employee backed up and hit the front of the 2009 Ford F150.

An estimate prepared by Schmit Ford Mercury Body Shop, Thiensville, WI is in the amount of $711.22. This appears to be in line with the necessary repairs and the stated hours of repair.

The adjustor and the County insurer recommend a total payment of $711.22 to Lakeside Landscape Company to settle this property damage claim. Corporation Counsel has reviewed this matter and supports the recommendations to settle all claims arising out of the property damage to this vehicle.

_____
Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: October 4, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Matthew Keim -- REVISED
Date of incident: May 16, 2011
Date claim filed: October 6, 2011

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of $1,274.44 to Matthew Keim to settle in full his claim against Milwaukee County.

This accident took place on May 16, 2011 near the Health & Human Services Building located at 13th St. and Vliet.

A large garbage dumpster rolled into the claimant's parked vehicle. A maintenance supervisor stated that the dumpsters sat up next to the loading docks of the building. Knowing that the dumpsters could roll, they tied two dumpsters together to restrict the movement during a wind storm. This did not work during the storm on May 16, 2011 and one of the dumpsters rolled into the claimant's parked vehicle.

The claimant's vehicle is a 2001 Ford Windstar. The vehicle was repaired and State Farm Insurance submitted their subrogation documents. The total amount of damages was $1274.44.

The adjustor and the County insurer recommend a total payment of $1,274.44 to Matthew Keim to settle his property damage claim. Corporation Counsel has reviewed this matter and supports the recommendations to settle all claims arising out of the property damage to this vehicle.

_____
Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: October 2, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Craig Wiesen
Date of incident: July 5, 2012
Date claim filed: July 26, 2012

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of $1,362.91 to Craig Wiesen to settle in full his claim against Milwaukee County.

This accident took place on July 05, 2012 around 8 am in the intersection of 92nd St. and Cleveland Ave., West Allis, WI.

The claimant's vehicle was stopped behind a third party while at a red light. A Milwaukee County Parks Department employee was behind the claimant vehicle at this red light. All three vehicles were northbound on S. 92nd St. sitting at the red light. The third party vehicle started to move forward into the intersection when the light turned green. This vehicle slowed, appearing to stall. The claimant's vehicle then slowed. The employee did not slow and struck the rear of the claimant's vehicle.

The claimant's vehicle is a 2011 Chevy Traverse. The claimant has submitted an estimate written by Boucher Collision Center Waukesha in the amount of $1362.91.

The damages are located on the rear bumper and tailgate. This includes replacing the rear bumper and repairing the tailgate. There is a total of 14.4 labor hours at a rate of $54 per hour.

The adjustor and the County insurer recommend a total payment of $1,362.91 to Craig Wiesen to settle his property damage claim. Corporation Counsel has reviewed this

matter and supports the recommendations to settle all claims arising out of the property damage to this vehicle.

_____
Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: October 2, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Darlene Marasco
Date of incident: August 3, 2011
Date claim filed: August 17, 2011

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of $8,000.00 to Darlene Marasco to settle in full her claim against Milwaukee County.

This accident occurred on August 03, 2011 at approximately 7:15 pm during a Sunset Zoofari at the Milwaukee County Zoo.

A Milwaukee County Zoo employee was driving a zoo mobile and struck a support beam suddenly stopping the zoo mobile.

The claimant was a passenger in the mobile and had no opportunity to avoid the impact. She was 70 at the time of the accident.

Claimant Darlene Marasco suffered shoulder pain was from grabbing the bars on the zoo cart at the time of impact. She sought treatment with her family physician at Wheaton Franciscan on August 12, 2011 for shoulder and back pain. She was given muscle relaxers and ordered to return in two weeks. It was determined that physical therapy would be necessary.

On August 23, 2011 Darlene Marasco began physical therapy related to her shoulder pain. Treatment was two to three times per week for five weeks. A total of 12 sessions are documented over this period of time.

LIST OF DAMAGES:

Wheaton Franciscan:	$712.00
Franklin Rehabilitation:	$2694.02
TOTAL:	$3406.02

The adjustor and the County insurer recommend a total payment of $8,000.00 to Darlene Marasco to settle her personal injury claim. Corporation Counsel has reviewed this matter and supports the recommendation to settle all claims arising out of this personal injury claim.

_____
Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: October 2, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Arthur Marasco
Date of incident: August 3, 2011
Date claim filed: August 17, 2011

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of $25,000.00 to Arthur Marasco to settle in full his claim against Milwaukee County.

This accident occurred on August 03, 2011 at approximately 7:15 pm during a Sunset Zoofari at the Milwaukee County Zoo.

A Milwaukee County Zoo employee was driving a zoo mobile and struck a support beam suddenly stopping the zoo mobile.

The claimant was a passenger in the mobile and had no opportunity to avoid the impact. He was 75 at the time of the accident.

Claimant Arthur Marasco sought treatment at Wheaton Franciscan on August 15, 2011 due to some lower back pain and numbness in his toes. At this time a routine check of the claimant was completed. It was determined that physical therapy was the reasonable way to resolve the lower back pain.

On August 17, 2011 an MRI was taken of the lumbar spine region at Wheaton Franciscan-St. Francis. There was no evidence of disk herniation. The notes however do indicate that the claimant did have some disk bulging at L3 and L4. It was determined that this injury was a strain in the low back.

Physical therapy began on August 31, 2011 and ran through November 01, 2011. This took place at the Wheaton Franciscan-St. Francis facility. There were a total of 17 visits through this 8 week period. (MRI & PT $10,879.00)

LIST OF DAMAGES:

Wheaton Franciscan:	$968.00
Wheaton Franciscan-St. Francis:	$10,879.00
Radiology Specialists of Milw:	$561.00
Sports Medicine & Ortho Center:	$730.00
Aurora Health Care:	$107.25
Horizon Interventional Pain:	$223.00
TOTAL:	$13,468.25

The adjustor and the County insurer recommend a total payment of $25,000.00 to Arthur Marasco to settle his personal injury claim. Corporation Counsel has reviewed this matter and supports the recommendation to settle all claims arising out of this personal injury claim.

_____
Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

By the Committee on Judiciary, Safety and General Services

File No.

(ITEM NO.) WHEREAS, on August 15, 2011 Arthur Marasco was a passenger on the zoo mobile when it struck a support beam suddenly stopping the zoo mobile; and

WHEREAS, Mr. Marasco suffered a strain to the lower back resulting in lower back pain and numbness in his toes, which required physical therapy; and

WHEREAS, Mr. Baker incurred $13,468.25 in medical bills; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby approve the payment of $25,000.00 to Arthur Marasco and his attorney in full settlement of his claims for bodily injury when he was a passenger on a zoo mobile on August 3, 2011.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 8, 2012

Original Fiscal Note X

Substitute Fiscal Note ☐

SUBJECT: A resolution authorizing the settlement of a bodily injury claim by Arthur Marasco.

FISCAL EFFECT:

X No Direct County Fiscal Impact

Existing Staff Time Required

Increase Operating Expenditures
(If checked, check one of two boxes below)

X Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

Increase Capital Expenditures

☐ Decrease Capital Expenditures

Increase Capital Revenues

Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this Resolution will result in a payment to Arthur Marasco and his attorney in the amount of $25,000.00. This payment will be made by the Wisconsin County Mutual Insurance Corporation and applied to the County's deductible.

Department/Prepared By Corporation Counsel

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes X No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

DATE: October 8, 2012

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: **In re Notice of Claim by S.C., by her guardian Kindcare-Easter Seals**

We request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement in the above matter. Authority is requested to settle potential and threatened litigation on behalf of S.C., through her guardian Kindcare-Easter Seals, for a payment by Milwaukee County to S.C. and her attorney of $45,000.00, in return for a mutual release of all claims between the parties.

The attached Notice of Claim sets forth a version of the underlying history and sets forth the allegations being made. A settlement is proposed in order to resolve the liability claims and in order to avoid what would otherwise be substantial, uninsured defense costs that would easily exceed the cost of this settlement (claims such as this one arising out of BHD medical care are not covered by the County's policy with the Wisconsin County Mutual Insurance Corporation). The proposed payment includes any claim for attorneys' fees. It is also anticipated that as part of the settlement the parties will include an agreed-upon document setting forth undisputed and accurate historical facts. The settlement is recommended by the Office of Corporation Counsel and BHD management.

cc: Amber Moreen
Janelle Jensen
Jennifer Collins

File No.
[Journal,]

A RESOLUTION

WHEREAS, S.C. received mental health services from the Milwaukee County Department of Health and Human Services—Behavioral Health Division ("BHD") beginning on July 1, 2009; and

WHEREAS, S.C. was admitted to BHD acute care unit 43-D following an emergency detention on July 1, 2009, was transferred to BHD acute care unit 43-C on July 23, 2009 and since September 11, 2009 has resided in the Hilltop center at BHD; and

WHEREAS, S.C., through Kindcare-Easter Seals, as guardian for S.C., by their counsel, has threatened suit against Milwaukee County and its employees with respect to the constitutional sufficiency of care given to S.C. by BHD during the periods set forth above; and

WHEREAS, the costs of the defense of the threatened suit by S.C. would far exceed the cost of settlement, regardless of outcome; and

WHEREAS, the unpredictability of the admission of inadmissible and prejudicial evidence at trial could result in a substantial and uninsured judgment against Milwaukee County; and

WHEREAS, without admission of liability by either, the parties wish to settle any potential claims in order to avoid the uncertainty and costs of litigation; and

WHEREAS, the proposed settlement agreement provides for mutual release of all claims in return for a payment by Milwaukee County to the claimants and their counsel in the amount of $45,000; and

WHEREAS, the Office of Corporation Counsel recommends this settlement; and

WHEREAS the Committee on Judiciary, Safety and General Services approved this settlement at a meeting on October 18, 2012 by a vote of _____;

NOW, THEREFORE,

BE IT RESOLVED, that Milwaukee County approves a payment in the amount of $45,000.00 to the Trust Account of Pledl & Cohn S.C., on behalf of S.C. and her guardian Kindcare-Easter Seals, in settlement of all potential claims, in return for mutual releases of all potential claims.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/4/2012

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: A resolution authorizing a settlement of a Notice of Claim by Kindcare-Easter Seals, as guardian for S.C.

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	45,000	0
	Revenue	0	0
	Net Cost	45,000	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.[1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A) Kincare-Easter Seals, as guardian for S.C. has threatened litigation over the constitutional adequacy of S.C.'s treatment while a patient at BHD. A settlement is proposed, without admission of liability by either party, to resolve any potential claims in order to avoid litigation, uncertainty and costs. The proposed settlement agreement provides for mutual release of all claims in return for a payment by Milwaukee County to the claimants and their counsel in the amount of $45,000.

B) The recommended settlement payment is in the amount of $45,000 to the claimants and their attorneys Pledl & Cohn S,C, The payment will be made from BHD's budgeted funds.

C) No increase in tax levy results from these changes.

D. No assumptions/interpretations.

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Department/Prepared By Mark A. Grady, Deputy Corporation Counsel

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

RECEIVED
MILWAUKEE COUNTY CLERK

2012 MAR 15 P 2:33
JOSEPH J. CZARNEZKI
MILWAUKEE COUNTY CLERK

NOTICE OF CLAIM AND ITEMIZED STATEMENT OF RELIEF SOUGHT

To: Milwaukee County
Attn: County Clerk
901 North 9th Street
Milwaukee, WI 53233

Re: Claim by Kindcare-Easter Seals as guardian for S C , regarding inappropriate care and treatment at the Milwaukee County Behavioral Health Division that resulted in a sexual assault and pregnancy.

Circumstances of claim:

(1) S C was a patient in an acute psychiatric unit at the Milwaukee County Behavioral Health Division (BHD) from July 1, 2009 through September 11, 2009. Beginning on September 11, 2009, she was a resident on the Hilltop unit at BHD.

(2) Scott Walker, John Chianelli, Dr. Thomas Harding, Mary Kay Luzi and other unknown officials, employees and agents of Milwaukee County were responsible for the overall operation of BHD and for insuring reasonably safe conditions for patients at BHD.

(3) While at BHD, Ms. C was under the care of Dr. Mark Minko, Dr. C. Ovide, Dr. Karl Strelnick, Dr. George Lind, Sherrie Harmon and other unknown officials, employees and agents of Milwaukee County.

(4) The purpose of S C admission BHD was to provide care and treatment for her serious medical needs. She was incapable of meeting her own needs for bodily security due to her severe mental disabilities and required active intervention by BHD medical staff to protect her in order to meet these serious medical needs.

(5) The above-listed individuals and other unknown officials, employees and agents of Milwaukee County were aware that the care and treatment needs of the patients at MCBHD required intensive staffing, staff training and oversight. Despite being aware of the need for additional staff, staff training and oversight, each of these individuals knowingly failed to take appropriate steps to increase the staff training and oversight at MCBHD in order to provide appropriate care and treatment for patients such as S C

(6) The above-listed individuals and other unknown officials, employees and agents of Milwaukee County had a legal duty to provide S C with a safe environment at all times. They also had duties pursuant to Wis. Stat., §51.61 to provide Ms. C with prompt and adequate treatment, rehabilitation and educational services appropriate to her condition; and to allow Ms. C to participate in the planning of her treatment and care. They also had a duty under federal law and the United States and Wisconsin Constitutions to exercise professional judgment and take appropriate steps to properly respond to the serious medical needs of patients such as Ms. C

(7) Despite a specific request from both S C and her legal guardian, the above-listed individuals and other unknown officials, employees and agents of Milwaukee County failed to take appropriate steps to place Ms. C on contraceptives, resulting in a failure to provide a safe environment, failure to provide adequate treatment, and failure to allow Ms. C to participate in her treatment and care. These individuals also failed to provide Ms. C with a safe environment by failing to provide her with the level of supervision necessary to keep her safe from sexual assault. These individuals failed to exercise professional judgment in their care and treatment of Ms. C and were deliberately indifferent to her serious medical needs. This also constituted discrimination on the basis of gender.

(8) The above-listed individuals and other unknown officials, employees and agents of Milwaukee County failed to follow the internal policy of MCBHD by failing to perform a pregnancy test on S C six weeks after she reported sexual assault by another patient as hospital policy requires. This resulted in a failure to keep her safe, and a failure to provide her with either prompt or adequate treatment. This also constituted discrimination on the basis of gender.

(9) The above-listed individuals and other unknown officials, employees and agents of Milwaukee County were deliberately indifferent to the internal policies of MCBHD which prohibited sexual contact between patients and required a humane psychological and physical environment, resulting in the sexual assaults of patients such as S C This amounts to a failure to provide a safe environment and to provide her with adequate treatment. This also constituted discrimination on the basis of gender.

(10) The above-listed individuals and other unknown officials, employees and agents of Milwaukee County failed to follow the internal policies of MCBHD and also the requirements of guardianship law by failing to inform the legal guardians of S. C that she had been sexually assaulted, resulting in a failure to provide a safe environment.

(11) On April 29, 2010, S C gave birth to a child conceived as a result of the sexual assault. The pregnancy resulted the failure of the above-listed individuals and other unknown officials, employees and agents of Milwaukee County to provide appropriate medical care, exercise professional judgment, and provide her with a safe environment.

(12) The above-listed individuals and other unknown officials, employees and agents of Milwaukee County had actual knowledge of the events described here.

(13) S C reserves the right to seek compensatory, exemplary and punitive damages in excess of the limitations contained in Wis. Stat., §893.80 for legal claims that are not subject to a statutory limitation.

(14) S C suffered both physical and emotional pain and suffering as a result of the actions and omissions of above-listed individuals and other unknown officials, employees and agents of Milwaukee County.

Itemized Statement of Relief Sought:

Kindcare-Easter Seal as guardian for S C requests payment from Milwaukee County in the following amounts:

(1)	Physical pain and suffering, and psychological - emotional pain and suffering for common law negligence and/or patient rights violations of Wis. Stat. §51.61.	$250,000
(2)	Exemplary damages under §51.61(7)(a)	$250,000
(3)	Physical pain and suffering, and psychological - emotional pain and suffering for violations of the United States Constitution and 42 U.S.C. §1983.	$500,000
(3)	Attorneys fees pursuant to §51.61(7)(a) and 42 U.S.C. §1988 in an amount to be determined.	TBD
	TOTAL	$1,000,000

Dated: March 15, 2012

Robert Theine Pledl, State Bar No. 1007710
PLEDL & COHN, S.C.
--Attorney for Claimant S C
1110 North Old World Third Street, Suite 215
Milwaukee, WI 53203
(414) 225-8999

Interoffice Communication

DATE: October 4, 2012

TO: Ms. Marina Dimitrijevic, Chairwoman
Milwaukee County Board of Supervisors

FROM: Roy L. Williams, Principal Assistant Corporation Counsel

SUBJECT: Robert E. Baker, Jr. v. Milwaukee County
ERD No. CR200005 / EEOC No. 26G200600094C

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of $128,647.50 in back pay to Robert E. Baker, Jr. and $34,000 in attorney's fees to Lanier Law Offices, Ltd., as ordered by the Equal Rights Division ("ERD").

This case involves a discrimination complaint filed on October 17, 2005 by Robert E. Baker, Jr., an elevator mechanic. Baker alleged he was the victim of discrimination based on race and in retaliation for a previously filed complaint. The previous complaint was based on an allegation that he was not hired for a vacancy in 1996 because of racial discrimination. That complaint was settled by agreeing, among other things, to hire Baker for the next available County elevator mechanic opening. Pursuant to that agreement, Baker was ultimately hired by Milwaukee County in May of 2005. At that time, there were only two other elevator mechanics working for the County, one of whom was Jeff Yourich. Baker and Yourich had previously worked together in private employment. Baker testified that during that prior employment Yourich had called him racially derogatory names and that they had substantial conflict. When Baker was hired by the County, he was required to work with Yourich to receive training and hands-on supervision because Yourich was the most senior mechanic and serviced the Courthouse complex elevators. However, Baker did not tell management about the prior conflict between him and Yourich. Baker had experience installing new elevators, but had limited experience working on repairing old elevators. Thus, Baker needed training when he was hired by the County.

As noted, Baker's second complaint alleged that he was separated from County employment based on racial discrimination and based on retaliation for filing his prior complaint. A three-day hearing on the merits was conducted regarding Baker's complaint; the hearing ended on July 8, 2008. At the hearing, Baker testified that immediately upon starting County employment, he was called derogatory racial names by Yourich, that Yourich refused to give him proper training and refused to allow Baker to shadow Yourich, that his requests for assistance to Yourich were ignored and that Yourich told him that he would never help him, in part because of his suit against the County that resulted in his employment. He testified that his complaints to his supervisor, Dick Berndt, were largely ignored. Instead, he stated that in Berndt's documentation of performance issues that Baker had during his employment, Berndt was one-sided, often inaccurate and essentially that the documentation and Berndt's attitude was designed to ensure his failure. Based on the information he received from Berndt about Baker's performance problems, on August 15, 2005 Jack Takerian separated Baker during his probationary period. Yourich and Berndt have retired from Milwaukee County.

The parties agreed to file additional documentary evidence in 2010. Ultimately, on December 30, 2011, the ERD issued an order finding in favor of Baker, stating that he was the victim of racial and retaliatory discrimination. An amended order was issued later with the precise dollar award in favor of Baker. On August 31, 2012, the Equal Employment Opportunity Commission issued a determination adopting the findings of the ERD.

The ERD ordered that Mr. Baker receive back pay in the amount he would have earned as an employee from August 15, 2005 (the date of his termination) to September 7, 2007 (the date he obtained other employment that paid more than his Milwaukee County employment). ERD also awarded Baker his attorneys' fees. The award is for $128,647.50 in back pay to Mr. Baker and $34,000.00 in attorneys' fees to Lanier Law Offices Ltd. Milwaukee County is required to pay this award. The back pay award will be charged to the DAS – Facilities Management budget and the attorneys' fee award will be charged to and covered by the County's deductible with the Wisconsin County Mutual Insurance Corporation.

_____

Roy L. Williams

cc: Amber Moreen
Janelle M. Jensen
Jennifer Collins

From the Committee on Judiciary, Safety and General Services

File No.

(ITEM NO.) WHEREAS, Robert E. Baker, Jr., alleged that on August 15, 2005 he was wrongfully terminated from his employment as an elevator mechanic by Milwaukee County; and

WHEREAS, Mr. Baker claimed he was the victim of discrimination based on race; and

WHEREAS, Mr. Baker claimed he was the victim of discrimination based on retaliation because of the filing and settlement of a previous discrimination complaint that led to his hiring; and

WHEREAS, following a hearing, the Equal Rights Division (ERD) issued an Order on December 30, 2011, and the Equal Employment Opportunity Commission subsequently issued a Determination on August 31, 2012, that Mr. Baker was the victim of discrimination; and

WHEREAS, ERD awarded Mr. Baker back pay in the amount of $128,647.50; and

WHEREAS, ERD awarded attorney's fees in the amount of $34,000 to Lanier Law Offices, Ltd.,

WHEREAS, Milwaukee County is required to pay the award and Corporation Counsel recommends said payments; and

WHEREAS, the Committee on Judiciary, Safety and General Services at its meeting of October 18, 2012 approved payment of the award by a vote of ___ to ____;

NOW, THEREFORE

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby approve the payment of $128,647.50 to Robert E. Baker, Jr. for back pay and the payment of $34,000.00 to Lanier Law Offices Ltd. for attorneys' fees, in full compliance with the ERD and EEOC orders arising out of the discrimination against Robert E. Baker, Jr.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/4/2012

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Robert E. Baker, Jr., v. Milwaukee County

FISCAL EFFECT:

No Direct County Fiscal Impact

☐ Existing Staff Time Required

X Increase Operating Expenditures
(If checked, check one of two boxes below)

X Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	128,647.50	0
	Revenue	0	0
	Net Cost	128,647.50	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this Resolution will result in a charge being applied to the budget of DAS - Facilities Management in the amount of $128,647.50 for the backpay award and a charge being applied to Milwaukee County's deductible with Wisconsin County Mutual Insurance Corporation in the amount of $34,000.00 for attorneys' fees.

Department/Prepared By Corporation Counsel

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE

DATE: October 8, 2012

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Kimberly Walker, Corporation Counsel
Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Appeal of decision related to reimbursement of Medicare Part B premiums
WFNHP et al. v. Milwaukee County, Case No. 12-CV-1528

Please refer the attached resolution to the Committee on Judiciary, Safety and General Services.

The Wisconsin Federation of Nurses and Health Professionals (WFNHP) and the Association of Milwaukee County Attorneys (AMCA) filed suit alleging that the elimination of reimbursement of Medicare Part B premiums for retirees entitled to premium-free health coverage, who retire after December 31, 2011, is a violation of the vested benefit contract. (This change was made for nonrepresented employees for retirements on or after April 1, 2011.) Circuit Court Judge Foley has ruled in favor of WFNHP and AMCA. A copy of the judgment is attached.

An appeal is recommended. Although the decision technically only applies to members of WFNHP and AMCA, the principle of this decision would apply to all employees who are entitled to premium-free health coverage. This decision is based on an argument similar to the arguments in the other pension-related litigation.

The legal fees for outside counsel to continue to handle this case, including the appeal, are covered by the County's insurance policy.

Pursuant to §1.31, M.C.G.O., the Judiciary Committee is delegated the responsibility of making a recommendation to the County Board for such an appeal.

Attachments

cc(w/att.): Scott Manske
Amber Moreen
Janelle Jensen

File No.
(Journal,)

From the Office of Corporation Counsel, a resolution authorizing an appeal in the case of WFNHP & AMCA et al. v. Milwaukee County et al., Case No. 12-CV-1528, by adopting the following.

A RESOLUTION

WHEREAS, the Wisconsin Federation of Nurses and Health Professionals (WFNHP) and the Association of Milwaukee County Attorneys (AMCA) filed a lawsuit in Milwaukee County Circuit Court against Milwaukee County alleging that elimination of the reimbursement of Medicare Part B premiums for retirees entitled to premium-free health coverage violated the vested benefit contract of affected members of WFNHP and AMCA; and

WHEREAS, the circuit court ruled that the elimination of the reimbursement violated the vested pension benefit contract of those WFNHP and AMCA members; and

WHEREAS, the ruling of the circuit court applies to the members of WFNHP who were hired prior to September 27, 1995 and to members of AMCA who were hired prior to January 1, 2006, and who retire with at least fifteen (15) years of pension service credit; and

WHEREAS, the principle of the circuit court ruling would apply to all other employees who are otherwise entitled to premium-free health coverage in retirement and therefore would potentially impact many more employees than just members of WFNHP and AMCA; and

WHEREAS, the principle of the circuit court ruling is similar to other adverse circuit court rulings in pension cases that the County Board of Supervisors has authorized be appealed; and

WHEREAS, legal fees for retained counsel to prosecute an appeal in the Court of Appeals are covered by the Wisconsin County Mutual Insurance Corporation policy; and

NOW, THEREFORE, BE IT RESOLVED that Milwaukee County approves the filing of an appeal in the Court of Appeals of the decision in WFNHP & AMCA et al. v. Milwaukee County et al., Case No. 12-CV-1528.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 8, 2012

Original Fiscal Note X

Substitute Fiscal Note ☐

SUBJECT: Appeal of decision related to the elimination of reimbursement of Medicare Part B premiums to certain retirees.

FISCAL EFFECT:

X No Direct County Fiscal Impact

Existing Staff Time Required

Increase Operating Expenditures
(If checked, check one of two boxes below)

Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

Increase Capital Expenditures

☐ Decrease Capital Expenditures

Increase Capital Revenues

Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this Resolution will result in an appeal in the Court of Appeals and the payment of attorney fees for retained counsel. This payment for attorney fees will be made by the Wisconsin County Mutual Insurance Corporation and applied to the County's deductible.

Department/Prepared By Corporation Counsel

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes X No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

COPY

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY
CIVIL DIVISION - BRANCH 14

WISCONSIN FEDERATION OF NURSES AND HEALTH PROFESSIONALS, LOCAL 5001, AFT, AFL-CIO, ASSOCIATION OF MILWAUKEE COUNTY ATTORNEYS, SUSAN SCHWEGEL and SUSAN JASKULSKI,

Plaintiffs,

v.

MILWAUKEE COUNTY,

Defendant.

FILED
14 OCT - 1 2012 14
JOHN BARRETT
Clerk of Circuit Court

Case No. 12CV1528
Case Code 30704
Other Injunction

FINAL ORDER AND JUDGMENT

The above-entitled matter having come on for hearing on September 24, 2012, on the cross-motions of the plaintiffs and defendant Milwaukee County for summary judgment; and all parties having been represented by their respective counsel at said hearing; and the Court having considered all of the briefs, submissions, files, records and proceedings pertaining to the aforesaid motions, and having heard the argument of counsel and otherwise having been fully advised in the premises; and the Court having announced its decision on said motions in open court on September 24, 2012, with all counsel present:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The plaintiffs' motion for summary judgment is GRANTED in its entirety for the reasons stated by the Court on the record on September 24, 2012.

2. The defendant's motion for summary judgment is DENIED in its entirety for the reasons stated by the Court on the record on September 24, 2012.

3. For the reasons stated by the Court on the record on September 24, 2012, judgment is GRANTED to the plaintiffs declaring:

a. That every member of the County bargaining unit represented by plaintiff Wisconsin Federation of Nurses and Health Professionals, Local 5001, AFT, AFL-CIO (WFNHP), who began his or her County employment prior to September 27, 1995, including but not limited to plaintiff Susan Schwegel ("Affected WFNHP Member" or "Affected Member"), has a vested benefit contract requiring the County to reimburse the Medicare Part B premiums of the Affected Member and his or her spouse after the Affected Member retires and he or she or his or her spouse becomes Medicare-eligible, if, at the time said Affected Member retires, he or she has accrued fifteen (15) or more years of credited County service, notwithstanding the provisions of MCGO § 17.14(7)(ee)1);

b. That every member of the County bargaining unit represented by plaintiff Association of Milwaukee County Attorneys (AMCA), who began his or her County employment prior to January 1, 2006, including but not limited to plaintiff Susan Jaskulski ("Affected AMCA Member" or "Affected Member"), has a vested benefit contract requiring the County to reimburse the Medicare Part B premiums of the Affected Member and his or her spouse after the Affected Member retires and he or she or his or her spouse becomes Medicare-eligible, if, at the time said Affected Member retires, he or she has accrued fifteen (15) or more years of credited County service, notwithstanding the provisions of MCGO § 17.14(7)(ee)1);

c. That any refusal on the County's part to reimburse the Medicare Part B premium of an Affected Member or his or her spouse after he or she retires and

becomes Medicare eligible, even if in reliance on MCGO § 17.14(7)(ee)1), will constitute a material breach of such Affected Member's vested benefit contract, if at the time the Affected Member retires, he or she has accrued fifteen (15) or more years of credited County service; and

d. That MCGO § 17.14(7)(ee)1) is invalid and ineffective as to any Affected Member who, at the time he or she retires, has accrued fifteen (15) or more years of credited County service.

4. The County is hereby ENJOINED from enforcing or applying MCGO § 17.14(7)(ee)1) as to any Affected Member or his or her spouse and from eliminating or refusing to pay the Medicare Part B reimbursement owed to any Affected Member or his or her spouse after the Affected Member retires and he or she or his or her spouse becomes Medicare eligible, if at the time the Affected Member retires, he or she has accrued fifteen (15) or more years of credited County service;

5. The County is hereby ORDERED, as specific performance of each Affected Member's vested benefit contract, to reimburse his or her Medicare Part B premium and that of his or her spouse after the Affected Member retires and he or she or his or her spouse becomes Medicare eligible, if at the time the Affected Member retires, he or she has accrued fifteen (15) or more years of credited County service.

6. The plaintiffs are AWARDED their costs of this action.

7. The Clerk shall enter Judgment hereon forthwith.

8. This is a FINAL JUDGMENT on the merits of the entire matter in litigation as to all parties, for purposes of Wis. Stat. § 808.03(1). **THIS JUDGMENT IS FINAL FOR PURPOSES OF APPEAL.**

9. This Order and Judgment shall be stayed until the earlier of (a) the date the County's time to appeal has expired without the County having done so, or (b) the date

of the remittitur of the case to this Court by the Court of Appeals or the Supreme Court, as the case may be, following a final appellate decision affirming this Order and Judgment, or any part thereof.

Dated at Milwaukee, WI on 10/1, 2012.

BY THE COURT:

/s/ CHRISTOPHER R. FOLEY
BR. 14

The Honorable Christopher R. Foley
Circuit Court Judge, Branch 14

ORDER DRAFTED BY:

Jeffrey P. Sweetland
Wis. Bar. No. 1001737

Date: 9/28, 2012

HAWKS QUINDEL, S.C.
P.O. Box 442
Milwaukee, WI 53201-0442
(414) 271-8650
Attorneys for the Plaintiffs

APPROVED AS TO FORM:

Alan M. Levy
Wis. Bar No. 1010285

Date: 9/28, 2012

LINDNER & MARSACK, S.C.
411 East Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 273-3910
Attorneys for Milwaukee County

INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE

DATE: October 10, 2012

TO: Mark Borkowski, Chairman
Committee on Judiciary, Safety and General Services

Willie Johnson & David Cullen, Co-Chairmen
Committee on Finance, Personnel and Audit

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Status update on pending litigation

The following is a list of significant pending cases which our office is prepared to discuss with the Committees, at your discretion. New additions to the list since last month are noted in **bold**:

1. *DC48 v. Milwaukee County* (Rule of 75)
   Case No. 11-CV-16826

2. *MDSA v. Milwaukee County* (overturn arbitration award on layoffs)
   Case No. 12-CV-1984

3. *MDSA v. Clarke and Milwaukee County* (recall of deputy sheriffs)
   Case No. 12-CV-5551

4. *Hussey v. Milwaukee County* (Retiree health co-pays, deductibles, etc.)
   Case No. 11-CV-18855

5. *MDSA prohibited practice complaint* (MDSA and retiree health plan provisions)
   WERC Case No. 792 No. 71690 MP-4726

6. *Stoker v. Milwaukee County* (1.6 multiplier)
   Case No. 11-CV-16550
   AFSCME v. Milwaukee County (1.6 multiplier)
   Case No. 12-CV-9911

7. *FNHP and AMCA v. Milwaukee County* (Medicare Part B reimbursement)
   Case No. 12-CV-1528

8. *Milwaukee County v. WERC and AFSCME* (2010 bargaining; furloughs)
   Case No. 11-CV-12137

9. *MDSA v. Clarke & Milwaukee County* (G4S contract for bailiffs)
   Case No. 12-CV-3410
   MDSA WERC Prohibited Practice Complaint (G4S contract)

10. *McKenzie & Goodlette v. Milwaukee County* (captains layoffs)
    Case No. 12-CV-0079
    Rewolinski v Milwaukee County (captain layoff)
    Case No. 12-CV-0645
    Clarke v. Civil Service Commission (captains promotions and layoffs)
    Case No. 12-CV-3366

11. *DC48 v. Milwaukee County* (seniority in vacation selection under Sheriff)
    Case No. 12-CV-3944

12. *Wosinski et al. v. Advance Cast Stone et al.* (O'Donnell Park)
    Case No. 11-CV-1003 (consolidated actions)

13. *Christensen et al. v. Sullivan et al.* (Sheriff motion on medical care in jail)
    Case No. 96-CV-1835

14. *Milwaukee Riverkeeper v. Milwaukee County* (Estabrook dam)
    Case No. 11-CV-8784