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
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BRUCE M. HARVEY
District Court Administrator
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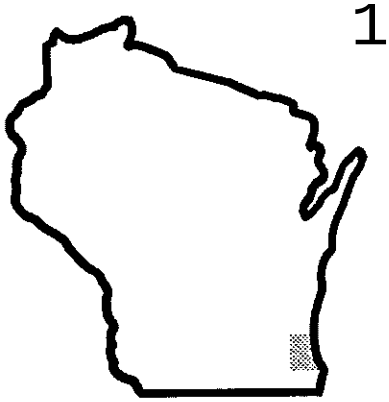
BETH BISHOP PERRIGO
Deputy District Court Administrator
Telephone: (414) 278-5025

STATE OF WISCONSIN

FIRST JUDICIAL DISTRICT

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

TELEPHONE (414) 278-5112
FAX (414) 223-1264



To: Chairwoman Marina Dimitrijevic
From: Chief Judge Jeffrey Kremers
Copy: Supervisor Mark Borkowski, Chair-Judiciary, Safety & General Services Committee

Date: February 19, 2013

RE: Item for next Judiciary, Safety & General Services Committee Meeting

---

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

- Presentation on the Milwaukee County Veteran's Treatment Initiative

Please contact me if you have any questions.

Thank you.

Jeffrey A. Kremers
Chief Judge
Milwaukee County

The Milwaukee County Veterans' Treatment Initiative (VTI) began in late 2009 as a collaborative effort between the State Public Defender, the Milwaukee County District Attorney, VA and other veterans organizations such as the Center for Veterans Issues (CVI) and Dryhootch LLC. It consisted of an ad hoc framework facilitating early identification of low risk, justice involved veterans and mandatory treatment. Successful completion was rewarded with a favorable case disposition or dismissal. Later, the program gained additional team members who could provide more intensive services and a judge who could give direct oversight. Finally in 2012, a grant from the National Drug Court Institute allowed the team to train for and plan the current VTI.

Given the influences of substance abuse, violence and mental illness, veterans often find themselves in the criminal justice system at disturbing rates. While only 7% of the US population has ever served in the military and less than 1% has served over the last 10 years, nearly 10% of all persons incarcerated were veterans.[i] Nor are things different in our community. 53,000 veterans, over 5% of its population, live in Milwaukee County.[ii] While no data exists tracking the number of Milwaukee's justice involved veterans, over the last 3 years nearly 2,200 persons booked into the County Jail reported military service.[iii]

Justice involved veterans present a dilemma for our system: how to hold veterans accountable for criminal conduct while at the same time recognizing that the effects of military service may be at its core. A nation that collectively asks veterans to put themselves in harm's way cannot in good conscience ignore the consequences. Fortunately, help has emerged in the form of veterans' treatment courts. These evidence based programs are based on the research validated drug treatment court model which relies on treatment, court monitoring and an established system of sanctions and incentives to reward participants for success and hold them accountable for setbacks. Contrary to the typical adversarial approach, the parties and judge work collaboratively with treatment providers and case managers to address participant's diverse needs.[iv] While veterans' courts are a relative newcomer, having originated in 2008, their numbers have quickly grown to over 100 programs nationwide with another 100 planned.[v] Wisconsin alone has 11 programs spanning 28 counties.[vi]

Currently, the VTI involves a number of different tracks designed for veterans with varying levels of risk and needs. It is included within Milwaukee County's larger early intervention system which assesses all non-violent offenders, and when appropriate, swiftly links them with services and programs to reduce recidivism and enhance public safety. Veterans who are booked into the jail and charged with a crime are evaluated by JusticePoint Inc., a pretrial monitoring agency. JusticePoint identifies needs and determines military service which is provided to the courts at the very first appearance. VA eligibility and access to services is determined early on and relayed to defense counsel by the Public Defender. Treatment referrals are made to VA, or if ineligible, to Milwaukee County Behavioral Health through CVI. Dryhootch provides a team of veteran mentors who give critical guidance and encouragement outside of the courtroom. A Milwaukee Police liaison addresses warrants for non-compliance or other police contact and also monitors compliance when court is not in session. Lower risk veterans follow a similar track as discussed earlier. Higher risk veterans with entrenched addiction or mental health needs participate in the veterans' track of the Milwaukee County Drug Treatment Court; a program of 12-18 months duration, more frequent court appearances and intensive monitoring by JusticePoint. Veterans convicted of misdemeanor drunk driving participate in the VTI while on probation with the State Division of Community Corrections. Successful completion allows the veterans to serve less jail time and terminate probation early. Finally, program efficacy is determined by UW-Milwaukee. While each

member has a critical role, the key to the VTI's success is their collaborative approach, their interaction with the veteran and their strong desire to help our community's heroes.

---

[i] (2007). National Prisoners Statistics Program. Bureau of Justice Statistics.

[ii] National Center for Veterans Analysis and Statistics. (2013, February 8). Retrieved February 9, 2013, from United States Department of Veterans Affairs: http://www.va.gov/vetdata/

[iii] Data provided by Milwaukee County Sheriff's Department.

[iv] Justice for Vets. The Ten Key Components of Veterans Treatment Court. The National Clearinghouse for Veterans Treatment Courts at the National Association of Drug Court Professionals.

[v] National Drug Court Institute. (n.d.). The HIstory. Retrieved January 31, 2012, from Justice for Vets: http://www.justiceforvets.org/vtc-history

[vi] For Veterans. (2013, January 7). Retrieved January 31, 2013, from Wisconsin Court System: http://www.wicourts.gov/services/veteran/index.htm

Judiciary 3

County of Milwaukee
INTEROFFICE MEMO

Referred
FEB 25 2013
County Board Chair

13-240

DATE: February 18, 2013

TO: Supervisor Dimitrijevic, County Board Chairwoman

FROM: District Attorney's Office

SUBJECT: **Capital Improvement Committee Process**

Issue

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

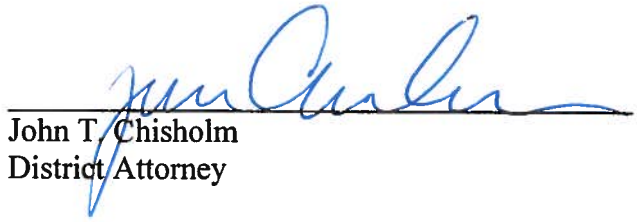
Request

The District Attorney's Office has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order.

2014

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1	n/a	Remodel 421 SB office suite to configure as a witness waiting room	$100,000	$0	$100,000	Will serve thousands of citizens who come to court as victims and witnesses by providing a safe, private waiting area. The current waiting room has been permanently closed to make room for the new Domestic Violence unit.
2	n/a	Provide security cameras for all entrances to the DA's Offices plus monitoring/recording capability	$15,000		$15,000	Will enhance physical and personnel security of DA's Office and the public by allowing live monitoring and recording of office entrances.

3	n/a	Complex-wide public address system*	$200,000		$200,000	It is essential to have a way to communicate with employees and the public in the event of a critical incident in the complex like an active shooter, a weather emergency, or a fire. There is currently no such capability. This concept has been discussed and endorsed by the Facilities and Security Committee.
					$0	
		* This request is part of the DA's Office submission as a matter of administrative convenience, but it actually belongs to DAS/Facilities as the landlord of the Courthouse, Criminal Justice Facility, and Safety Building.			$0	
					$0	
Total			$315,000	$0	$315,000	



John T. Chisholm
District Attorney

Cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit Committee
Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee
David Cullen, Co-Chair, Finance, Personnel, and Audit Committee
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
TBD, CEX Appointee #2, Capital Improvements Committee
Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller
Vince Masterson, Strategic Asset Coordinator, DAS
Chris Lindberg, CIO, IMSD
Laurie Panella, Deputy CIO, IMSD
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Gregory High, Director, AE&ES-FM-DAS

File No.
(Journal,)

(ITEM *) A resolution to authorize the attached Five Year Capital Improvements Program for the District Attorney's Office to be recommended to the Capital Improvement Committee (CIC):

A RESOLUTION

WHEREAS, the 2013 Adopted Capital Improvements Budget includes the creation of a Capital Improvements Committee (CIC); and

WHEREAS, ordinance 36.04 was also approved in 2013, which codified the creation, composition, duties, reports, and staffing of the CIC; and

WHEREAS, the purpose of the CIC is to develop a Five Year Program for the entire County and establish criteria on how each capital project will be evaluated; and

WHEREAS, the ordinance also requires Departments to submit Five Year Programs to their respective standing committees, which will then forward their recommendations to the CIC; and

WHEREAS, The District Attorney's Office has evaluated its anticipated maintenance and facility needs; and

WHEREAS, the attached Five Year Program includes the department's outstanding capital needs, listed in priority order; now, therefore,

BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended to the CIC.

Exhibit A

2014

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1	n/a	Remodel 421 SB office suite to configure as a witness waiting room	$100,000	$0	$100,000	Will serve thousands of citizens who come to court as victims and witnesses by providing a safe, private waiting area. The current waiting room has been permanently closed to make room for the new Domestic Violence unit.
2	n/a	Provide security cameras for all entrances to the DA's Offices plus monitoring/recording capability	$15,000		$15,000	Will enhance physical and personnel security of DA's Office and the public by allowing live monitoring and recording of office entrances.

3	n/a	Complex-wide public address system*	$200,000		$200,000	It is essential to have a way to communicate with employees and the public in the event of a critical incident in the complex like an active shooter, a weather emergency, or a fire. There is currently no such capability. This concept has been discussed and endorsed by the Facilities and Security Committee.
					$0	
		* This request is part of the DA's Office submission as a matter of administrative convenience, but it actually belongs to DAS/Facilities as the landlord of the Courthouse, Criminal Justice Facility, and Safety Building.			$0	
					$0	
Total			$315,000	$0	$315,000	

34

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/27/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Submission of the Milwaukee County District Attorney's Office 5 Year (2014 – 2018) Capital Improvement Program

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		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure	$0	$0
	Revenue	$0	$0
	Net Cost	$0	$0

DESCRIPTION OF FISCAL EFFECT

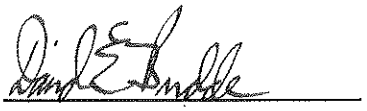
In the space below, you must provide the following information. Attach additional pages if necessary.

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.

A. Milwaukee County Ordinance 36.04 requires all Departments to submit 5 Year Capital Improvement Program requests to their respective standing committee. The standing committee shall then submit the Program along with its recommendations to the Capital Improvements Committee (CIC).
This fiscal note is for initial submission of the Milwaukee County District Attorney's Office 5 Year (2014 – 2018) Capital Improvement Program.
B. There are no direct costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
C. There are no budgetary costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
D. The projects included in the 5 Year Program are estimated based upon information that is currently available. The projects proposed and the final projects adopted as part of the 2014 Capital Budget process may vary. Refer to Items B and C for additional assumptions regarding formal appropriation of the projects proposed.

[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.
[2] Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By David E. Budde, Chief Investigator for District Attorney John Chisholm

Authorized Signature 

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

County of Milwaukee
INTEROFFICE MEMO

DATE: February 19, 2013

TO: Supervisor Dimitrijevic, County Board Chairwoman

FROM: Jim Sullivan, Director, Department of Child Support Services

SUBJECT: **Capital Improvement Committee Process**

Issue

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

Request

The Department of Child Support Services has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order. Capital project requests assume current operations.

Jim Sullivan
Director, Department of Child Support Services

Cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit Committee
Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee

David Cullen, Co-Chair, Finance Personnel, and Audit Committee
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
TBD, CEX Appointee #2, Capital Improvements Committee
Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller
Vince Masterson, Strategic Asset Coordinator, DAS
Chris Lindberg, CIO, IMSD
Laurie Panella, Deputy CIO, IMSD
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Gregory High, Director, AE&ES-FM-DAS

File No.
(Journal,)

(ITEM *) A resolution to authorize the attached Five Year Capital Improvements Program for the Department of Child Support Services to be recommended to the Capital Improvement Committee (CIC):

A RESOLUTION

WHEREAS, the 2013 Adopted Capital Improvements Budget includes the creation of a Capital Improvements Committee (CIC); and

WHEREAS, ordinance 36.04 was also approved in 2013, which codified the creation, composition, duties, reports, and staffing of the CIC; and

WHEREAS, the purpose of the CIC is to develop a Five Year Program for the entire County and establish criteria on how each capital project will be evaluated; and

WHEREAS, the ordinance also requires Departments to submit Five Year Programs to their respective standing committees, which will then forward their recommendations to the CIC; and

WHEREAS, The Department of Child Support Services has evaluated its anticipated maintenance and facility needs; and

WHEREAS, the attached Five Year Program includes the department's outstanding capital needs, listed in priority order; now, therefore,

BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended to the CIC.

Attachment A

Department of Child Support Enforcement
2014

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1		Security System (includes 8 cameras)	$16,000	$0	$16,000	Current system is not digital and will not work with new computers
2		Laptops	$2,000	$0	$2,000	Used by staff for community outreach (replace laptops per year
3		Printers	$6,000	$0	$6,000	Replace 3 printers per year
4		Copy machine (purchase)	$9,000	$0	$9,000	Replace 1 copy machine per year
Total			$33,000	$0	$33,000	

Department of Child Support Enforcement
2015

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1		Apropos (Call Center)	$500,000	$0	$500,000	County will be upgrading the phone system we are assuming that the current system will not be compatible with the new system
2		Printers	$6,000	$0	$6,000	Replace 3 printers per year
3		Copy machine (purchase)	$9,000	$0	$9,000	Replace 1 copy machines per year
Total			$515,000	$0	$515,000	

Department of Child Support Enforcement
2016

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1		Laptops	$2,000	$0	$2,000	Used by staff for community outreach (replace laptops per year
2		Printers	$6,000	$0	$6,000	Replace 3 printers per year
3		Copy machine (purchase)	$9,000	$0	$9,000	Replace 1 copy machines per year
Total			$17,000	$0	$17,000	

Department of Child Support Enforcement
2017

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1		Laptops	$2,000	$0	$2,000	Used by staff for community outreach (replace laptops per year
2		20% Computer Replacement	$33,600	$0	$33,600	Replace 20% of the computers per year we assuming that the departments will be responsible for replacing the equipment after the 2014 County purchase
3		Printers	$6,000	$0	$6,000	Replace 3 printers per year
4		Copy machine (purchase)	$9,000	$0	$9,000	Replace 1 copy machines per year
Total			$50,600	$0	$50,600	

Department of Child Support Enforcement
2018

Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1		Laptops	$2,000	$0	$2,000	Used by staff for community outreach (replace laptops per year
2		20% Computer Replacement	$33,600	$0	$33,600	Replace 20% of the computers per year we assuming that the departments will be responsible for replacing the equipment after the 2014 County purchase
3		Printers	$6,000	$0	$6,000	Replace 1 copy machines per year
4		Copy machine (purchase)	$9,000	$0	$9,000	
Total			$50,600	$0	$50,600	

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/19/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Submission of the Milwaukee County Department of Child Support Services 5 Year (2014 – 2018) Capital Improvements Program

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		
	Revenue		
	Net Cost		
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.

A. Milwaukee County Ordinance 36.04 requires all Departments to submit 5 Year Capital Improvements Program requests to their respective standing committee. The standing committee shall then submit the Program along with its recommendations to the Capital Improvements Committee (CIC).

   This fiscal note is for initial submission of the Milwaukee County Department of Health and Human Services' 5 Year (2014 – 2018) Capital Improvements Program.

B. There are no direct costs or savings associated with the 5 Yr. Capital Improvements Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.

C. There are no budgetary costs or savings associated with the 5 Yr. Capital Improvements Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.

D. The projects included in the 5 Year Program are estimated based upon information that is currently available. The projects proposed and the final projects adopted as part of the 2014 Capital Budget process may vary. Refer to Items B and C for additional assumptions regarding formal appropriation of the projects proposed.

---

[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.

[2] Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By Child Support Services/ Agnes Marcinowski

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: February 20, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM: Jim Sullivan, Director, Department of Child Support Services

SUBJECT: **AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE ONEIDA TRIBE AND WISCONSIN'S DEPARTMENT OF CHILDREN AND FAMILIES REGARDING THE TRANSFER OF CHILD SUPPORT CASES TO THE TRIBE**

The Director of the Department of Child Support Services requests authority to execute agreements, pursuant to the 2013 State/County Child Support Contract, for the Department to assist in the transfer of appropriate child support cases from Milwaukee County Circuit Court to the Oneida Tribal Court.

Background

The 2013 State/County Child Support Contract, as approved by the Board on February 7, 2013, requires Milwaukee County Child Support to follow state policy, as established by the Department of Children and Families (DCF), in the administration of the child support program in Milwaukee County. State policy recognizes that Tribes receive funding from the federal government to operate their own child support programs under Title IV-D of the federal Social Security Act (42 USC 854) – the same authorizing legislation for Wisconsin's child support program. Wisconsin's Supreme Court has recognized that circuit courts and tribal courts have concurrent jurisdiction over child support establishment and enforcement, and that tribes have the inherent authority to regulate domestic relations among their members. As a result, DCF policy requires county child support agencies to cooperate with and assist in the transfer of child support cases to tribes when appropriate under Wisconsin law, as codified in Wis. Stat. §801.54.

To assist the Department in handling the workload involved, the Oneida Tribe will reimburse the Department up to $15,000.00 over the period of the project, anticipated to be one to one and one-half years. Consistent with this, I am asking the Board to authorize the Department of Administrative Services to implement a fund transfer to increase revenue and expenditure authority for Child Support Services in the amount of $7,500 per year, for 2013 and 2014.

Recommendation

I recommend that the County Board of Supervisors authorize the execution of these agreements.

Respectfully submitted,

Jim Sullivan, Director

Department of Child Support Services

Electronic copies to:

Chris Abele, Milwaukee County Executive
Mark Borkowski, Chair, Judiciary, Safety and General Services – County Board
Amber Moreen, Chief of Staff – Milwaukee County Executive's Office
Craig Kammholz, Fiscal & Busget Administrator, DAS
Josh Fudge, Fiscal & Strategic Planning Coordinator – DAS
Jennifer Collins, Analyst - County Board
Janelle Jensen, Committee Clerk - County Board

Attachments:

Fiscal Note
Resolution

File No. _____
(Journal, _____, 2013)

(ITEM _____) From the Director, Department of Child Support Services, requesting authorization to execute agreements with the Oneida Tribe and Wisconsin's Department of Children and Families to provide assistance in the transfer of appropriate child support cases from Milwaukee County Circuit Court to the Oneida Tribal Court, by recommending the adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County and the Wisconsin Department of Children and Families have entered into a contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity and Medical Support Liability Programs under Wis. Stat. § 49.22 ; and

WHEREAS, this contract requires the Department of Child Support Services to follow state policy in regard to all aspects of its child support services; and

WHEREAS, state policy requires child support agencies to cooperate with and assist in the transfer of child support cases to tribes when appropriate under Wis. Stat. §801.54; and

WHEREAS, the Director, Child Support Services, has requested authorization to enter into agreements with the Oneida Tribe and Wisconsin's Department of Children and Families to provide these services; and

WHEREAS, the term of the contract shall be from March 1, 2013, through December 31, 2014, or whenever the case transfer project is completed, whichever occurs first; and,

WHEREAS, the Oneida Tribe will reimburse the Department for expenditures under this project up to $15,000.00; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Director of Child Support Services, or his designee, to enter into and execute agreements with the Oneida Tribe and Wisconsin's Department of Children and Families to provide assistance in the transfer of appropriate child support cases under Wis. Stat. §801.54 from Milwaukee County Circuit Court to the Oneida Tribal Court; and

BE IT FURTHER RESOLVED, that the Department of Administrative Services is authorized to implement a fund transfer to increase revenue and expenditure authority for Child Support Services in the amount of $7,500.00 per year for each year 2013 and 2014.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/21/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Request from the Director of the Department of Child Support Services for authorization to execute agreements with the Oneida Tribe and Wisconsin's Department of Children and Families regarding the transfer of child support cases to the Tribe.

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	7,500	7,500
	Revenue	7,500	7,500
	Net Cost	0	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. The Director of CSS requests authorization to execute agreements to assist in the transfer of appropriate child support cases from Milwaukee County Circuit Court to the Oneida Tribal Court .

B. The Oneida Tribe will provide reimbursement for expenditures under this project, up to $15,000. It is estimated that the project will take between one and one and one-half years, so this funding is likely to be expended partially in 2013 and partially in 2014.

C. Reimbursement will equal expenditures, so approval of this request will result in no additional levy impact. In light of this, the Director also asks that the Department of Administrative Services be authorized to implement a fund transfer to increase revenue and expenditure authority consistent with this project.

D. No further assumptions are made.

Department/Prepared By Jim Sullivan, Director, Department of Child Support Services

Authorized Signature

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

[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.
[2] Community Business Development Partners' review is required on all professional service and public work construction contracts.

MILWAUKEE COUNTY
Interoffice Memo

DATE: February 20, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM: Jim Sullivan, Director, Department of Child Support Services

RE: **AUTHORIZATION TO EXECUTE CHILDREN FIRST CONTRACTS WITH UNITED MIGRANT OPPORTUNITIES SERVICES, INC. (UMOS), CENTER FOR VETERANS ISSUES (CVI) AND MY FATHER'S HOUSE (MFH).**

The Department of Child Support is respectfully requesting authorization to execute the above listed contracts for employment assistance for unemployed or underemployed payers who are court ordered into the Children First Program.

DISCUSSION
After a competitive bid process in 2012, the Department selected the three above-mentioned agencies to provide 2013 Children First services for Milwaukee County court-ordered payers who are unemployed or underemployed. Each contractor provides case management services and activities designed to promote job readiness and financial responsibility.

FISCAL EFFECT
A fiscal note is attached, reflecting no direct county fiscal impact, as the execution of these extensions were anticipated and included in the 2013 budget, and the costs of the contracts are fully funded by the State.

RECOMMENDATION
The Department recommends that the County Board authorize the execution of the 2013 Children First contracts.

Respectfully submitted,

Jim Sullivan, Director
Department of Child Support Services

cc: Chris Abele, Milwaukee County Executive Office
Mark Borkowski. Chairman, Judiciary, Safety, and General Services Committee
Amber Moreen, Chief of Staff, Milwaukee County Executive's Office
Craig Kammholz, Fiscal & Budget Administrator, Dept. of Administrative Services
Josh Fudge, Fiscal & Strategic Planning Coordinator-DAS
Jennifer Collins, Analyst-County Board
Janelle Jensen, Committee Clerk, County Board

Attachments

From the Committee on Judiciary, Safety and General Services, reporting on:

File No. _____
(Journal,_____
2013)

From the Director, Department of Child Support Services, requesting authorization to execute Children First program contracts with United Migrant Opportunity Services, Inc (UMOS), Center for Veterans Issues (CVI) and My Father's House (MFH) for a period of January 1, 2013 through December 31, 2013, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County through the State of Wisconsin has Children First funding to assist participants in achieving self-sufficiency under Wis. Stat. §§767.55 and 49.36; and

WHEREAS, each Children First contractor site facilitates case referrals and Children First activities, including, but not limited to employability plans; and

WHEREAS, the contracts provide that contractors assist the County in collection of child support obligations with services provided to support payers; and

WHEREAS, the contractors will be entitled to payment of $400.00 per participant enrolled in the Children First Program in a 12 month period; and

WHEREAS, the term of the contract shall be from January 1, 2013 through December 31, 2013; and

WHEREAS, the contracting agencies include United Migrant Opportunities Services, Inc. (UMOS), Center for Veterans Issues (CVI) and My Father's House (MFH); now, therefore,

BE IT RESOLVED, that the Committee on Judiciary, Safety and General Services hereby authorizes the Director, Child Support Services, to enter into contracts United Migrant Opportunity Services, Inc. (UMOS), Center for Veterans Issues (CVI) and My Father's House (MFH) to provide

1 Children First case management and program activities to payers ordered
2 into the program.

From the Committee on Judiciary, Safety and General Services, reporting on:

File No. _____
(Journal,_____
2013)

From the Director, Department of Child Support Services, requesting authorization to execute Children First program contracts with United Migrant Opportunity Services, Inc (UMOS), Center for Veterans Issues (CVI) and My Father's House (MFH) for a period of January 1, 2013 through December 31, 2013, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County through the State of Wisconsin has Children First funding to assist participants in achieving self-sufficiency under Wis. Stat. §§767.55 and 49.36; and

WHEREAS, each Children First contractor site facilitates case referrals and Children First activities, including, but not limited to employability plans; and

WHEREAS, the contracts provide that contractors assist the County in collection of child support obligations with services provided to support payers; and

WHEREAS, the contractors will be entitled to payment of $400.00 per participant enrolled in the Children First Program in a 12 month period; and

WHEREAS, the term of the contract shall be from January 1, 2013 through December 31, 2013; and

WHEREAS, the Department is requesting authority to pay bills for work done prior to the contract being executed; and

WHEREAS, the contracting agencies include United Migrant Opportunities Services, Inc. (UMOS), Center for Veterans Issues (CVI) and My Father's House (MFH); now, therefore,

BE IT RESOLVED, that the Committee on Judiciary, Safety and General Services hereby authorizes the Director, Child Support Services, to

1 enter into contracts United Migrant Opportunity Services, Inc. (UMOS),
2 Center for Veterans Issues (CVI) and My Father's House (MFH) to provide
3 Children First case management and program activities to payers ordered
4 into the program.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 21, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: From the Director, Child Support Enforcement, requesting authorization to execute Children First Contracts with United Migrant Opportunity Services Inc. (UMOS), Center for Veterans Issues (CVI), and My Father's House (MFH) to provide employment services to unemployed or underemployed child support obligors.

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		
	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. The Director of Child Support Services requests the County Board's authorization, by resolution, to execute Child Support's Children First contracts with UMOS, CVI and MFH for the period January 1, 2013, through December 31, 2013.

B. There are no direct costs, savings, or anticipated revenues associated with this action in the current budget year.

C. There is no budgetary impact associated with these contracts in the current year or subsequent year, as the Department has budgeted $370,800 for these contracts in 2013, and the costs of the contracts are fully funded by the State.

D. No further assumptions are made.

Department/Prepared By Department of Child Support Services, Jim Sullivan, Director

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

[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.

[2] Community Business Development Partners' review is required on all professional service and public work construction contracts.

COUNTY OF MILWAUKEE

INTEROFFICE COMMUNICATION

DATE: December 18, 2012

TO: Marina Dimitrijevic, Chairwoman County Board of Supervisors
Mark Borkowski, Chair, Judiciary, Safety and General Services

FROM: Chris Abele, Milwaukee County Executive

SUBJECT: Request to delay transition of County Correctional Facility -- South to an appointed Superintendent

ISSUE: Due to the lawsuit filed by the Sheriff, there is a need for flexibility on the implementation date of the CCFS transition to an appointed Superintendent.

BACKGROUND: The Sheriff filed a lawsuit on December 12, 2012 in response to the Board's policy on the CCFS transition. In the lawsuit, the Sheriff alleges constitutional authority over the CCFS. Given this clear signal that neither he nor his staff will cooperate, I would like to reiterate the need for flexibility on the implementation date.

In order to recruit and plan for a transition, we need:

- Certainty regarding the date of transition that is now put into question by a lawsuit;
- Total cooperation from the Sheriff; and
- Access to the facility, staff, operations and documents.

These are critical concerns for me and the many law enforcement and corrections experts I have met with over the past month. It is my understanding that the Sheriff is unwilling to grant us such access and cooperation. In addition to the signals provided in the lawsuit, the Office of the Sheriff has communicated that they will not allow an appointed Superintendent access to the CCFS prior to April 1.

While it is my intent to work toward the transition given the policy passed by the Board, it is in the best interest of the inmates and the community to delay implementation until the Courts have given the County certainty regarding how to proceed. I have spoken with numerous law enforcement experts, including the District Attorney, who share my concern and support my call for a change in implementation date.

RECOMMENDATION: As a result, **I request that the Board clarify that implementation will not happen until at least 4 months after legal clarity is secured**. I have attached a resolution that can be used to make this clarification.

Prepared By: Approved By:

cc: Kelly Bablitch, Chief of Staff, County Board of Supervisors
Patrick Farley, Director, Department of Administrative Services
Jennifer Collins, Judiciary, Safety and General Services Research Analyst
Janelle Jensen, Judiciary, Safety and General Services
Josh Fudge, Fiscal and Budget Analyst, Dept of Admin Services

From the Committee on, Reporting on:

File No.

(ITEM NO.) A resolution to amend the start date of the 2013 Budget Amendment that transfers the County Correctional Facility -- South to a Superintendent:

A RESOLUTION

WHEREAS, the 2013 Adopted Budget transfers management of the County Correctional Facility – South (CCFS) to a Superintendent, appointed by the County Executive, effective April 1, 2013; and

WHEREAS, the Office of the Sheriff has filed a law suit alleging constitutional authority over CCFS on December 12, 2012; and

WHEREAS, there are several services that require collaboration between the Office of the Sheriff and the Superintendent in order to operate the CCFS and the County Correctional Facility – Central (CCFC) in a manner that is both safe for inmates and the public, and efficient with taxpayer resources; and

WHEREAS, access to facilities, operations and documents is not currently available to the Transition Team;

NOW, THEREFORE

BE IT RESOLVED, that Milwaukee County hereby clarifies its intent, in the event the litigation is terminated in a manner that allows the transition to occur, to transition control of CCFS from the Office of the Sheriff to an appointed Superintendent four months after the termination of the litigation filed by the Sheriff through a final decision or a dismissal of the complaint; and

BE IT FURTHER RESOLVED, the Office of the Sheriff will operate and control CCFS until the transition to the Superintendent is complete; and

36
37 BE IT FURTHER RESOLVED, in the event the litigation is terminated in a
38 manner that allows the transition to occur, the Office of the Sheriff will fully
39 cooperate with the County Executive in implementing the CCFS transition to an
40 appointed Superintendent, including leaving in place sufficient quantity and
41 quality of staff to operate the CCFS in an effective and safe manner during the
42 transition period.
43

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 1/10/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Request to Delay Transition of Management of the County Correctional Facility-Soutth (House of Correction) from the Office of the Sheriff Due to Pending Litigation

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	Unknown	0
	Revenue	0	0
	Net Cost	0	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.

The fiscal impact of this action cannot be estimated due to the unknown timeframe involved. The action requests to delay transition of management of the facility until a date four months after completion of litigation related to the transfer.

The 2013 Adopted Budget includes the creation of 5.0 FTE Positions related to the transfer: 1.0 FTE Superintendent-HOC, 1.0 FTE Assistant Superintendent-HOC, and 3.0 FTE Corrections Officer Lieutenants. The monthly salary, social security and active fringe benefit costs of these five positions is $43,048. Delaying the hiring of these positions is the only item that would have a fiscal impact. Therefore, each month that the transition is delayed, causing a delay in the hiring of these positions, would result in a cost reduction of up to $43,048.

Department/Prepared By Joshua Fudge

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.

OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

DATE: February 21, 2013

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

FROM: County Executive Chris Abele

SUBJECT: Informational Report Regarding the Progress of the Milwaukee County Human Rights Commission

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This memo is provided in response to the request for an informational report on the progress of the Milwaukee County Human Rights Commission.

The Commission has met twice, on December 19, 2012 and January 16, 2013. Members of the Commission voted to elect officers. Mr. Jason Rae was elected as President of the Commission and Ms. Martha Love as Vice President.

At the January 16th meeting of the Commission, Mr. Nelson Solar, Interim Director for Community Business Development Partners for Milwaukee County, provided an update on DBE participation and also answered any questions on his department and his vision. Mr. Rick Ceschin, Deputy Director of Human Resources, spoke regarding EEO participation within the county.

Future meetings of the Commission are set for:

- Wednesday, March 6 – 3:00-5:00 p.m.
- Wednesday, May 1 – 3:00-5:00 p.m.
- Wednesday, July 10 – 3:00-5:00 p.m.
- Wednesday, September 4 – 3:00-5:00 p.m.
- Wednesday, November 6 – 3:00-5:00 p.m.
- Wednesday, December 18 – 3:00-5:00 p.m.

Below is a list of possible future topics of discussion which were suggested by members of the Commission:

1. Milwaukee County Corrections System
    a. House of Corrections (inmate treatment, visitation policies)
    b. Huber Facilities

   c. Rehabilitation Programs
   d. Alternative Sentencing Options
   e. Juvenile Offenders

2. Jobs and the Economy

3. County Administrative Operations
   a. Employee Relations
   b. Procurement Opportunities and Awarding of Contracts
   c. EEO Participation in County
   d. Review of Job Descriptions and Hiring Policies
   e. Report on Domestic Partner Benefits

4. Mental Health
   a. Milwaukee County Mental Health Complex
   b. Treatment Options for Mental Illness
   c. AODA Treatment Programs

5. Immigration & Race Relations in Milwaukee County

6. Domestic Violence & Human Trafficking in Milwaukee County

Cc: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Janelle Jensen, Committee Clerk
Jennifer Collins, Research Analyst

County of Milwaukee
INTEROFFICE MEMO

DATE: February 15, 2013

TO: Supervisor Dimitrijevic, County Board Chairwoman

FROM: Richard Schmidt, Inspector Milwaukee County Sheriff's Office

SUBJECT: **Capital Improvement Committee Process**

Issue

Milwaukee County Ordinance 36.04 requires all Departments to submit five-year capital improvement program (Program) requests to their respective standing committees. Standing committees shall then submit Programs along with recommendations to the newly created Capital Improvements Committee (CIC).

Background

The purpose of the CIC is to develop a Program for the entire County and establish criteria on how each capital project will be evaluated. The ordinance also requires Departments to submit Programs to their respective standing committees, which will then forward their recommendations to the CIC.

Request

The Sheriff's Office has evaluated its anticipated maintenance and facility needs. The attached includes the Department's outstanding capital needs, listed in priority order.

The Sheriff's Office capital needs include technology and software upgrades (software versions are from 1998 and 1997), replacement of physical items that have exceeded their useful life and necessary plant upgrades and repairs.

Richard R. Schmidt

Richard R. Schmidt
Inspector
Milwaukee County Sheriff's Office

Cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office

Kelly Bablitch, Chief of Staff, County Board
Michael Mayo, Sr., Chair, Transportation, Public Works, and Transit Committee
Willie Johnson, Jr., Co-Chair, Finance Personnel, and Audit Committee
David Cullen, Co-Chair, Finance Personnel, and Audit Committee
TBD, Chair, Capital Improvements Committee
TBD, CEX Appointee #1, Capital Improvements Committee
TBD, CEX Appointee #2, Capital Improvements Committee
Craig Kammholz, Fiscal & Budget Director, DAS
Brian Dranzik, Interim Director, Department of Transportation
Scott Manske, Comptroller
Vince Masterson, Strategic Asset Coordinator, DAS
Chris Lindberg, CIO, IMSD
Laurie Panella, Deputy CIO, IMSD
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Gregory High, Director, AE&ES-FM-DAS

File No. 13-174

(ITEM) A resolution to authorize the attached Five Year Capital Improvements Program for the Office of the Sheriff to be recommended to the Capital Improvement Committee (CIC), by recommending the following:

A RESOLUTION

WHEREAS, the 2013 Adopted Capital Improvements Budget includes the creation of a Capital Improvements Committee (CIC); and

WHEREAS, ordinance 36.04 was also approved in 2013, which codified the creation, composition, duties, reports, and staffing of the CIC; and

WHEREAS, the purpose of the CIC is to develop a Five Year Program for the entire County and establish criteria on how each capital project will be evaluated; and

WHEREAS, the ordinance also requires Departments to submit Five Year Programs to their respective standing committees, which will then forward their recommendations to the CIC; and

WHEREAS, The Office of the Sheriff has evaluated its anticipated maintenance and facility needs; and

WHEREAS, the attached Five Year Program includes the department's outstanding capital needs, listed in priority order; now, therefore,

BE IT RESOLVED, the attached Five Year Program (Exhibit A) is recommended to the CIC.

Attachment A

Department Name	Milwaukee County Sheriff's Office					
2014						
Rank	Project Number	Project Name	Total Cost	Reimbursement Revenue	County Financing	Project Description/Annual Operating Impact
1		Replace Video Visiting System at CCFC	$1,542,170	$0	$1,542,170	The current video visiting system is very fragile. The workstation and server need to be rebooted in between visiting sessions(4 times each day) and the station equipment is unreliable. If the system permanently fails the public will not be able to visits inmates at county correctional facility central. There is no alternative method for the public to visit their loved ones that are incarcerated at CCFC.
2		Replace Positron Life Line System	$543,720		$543,720	911 system will be in operable. Citizens life safety issue.
3		HVAC in CCFS North Building including the Johnson Room	$1,600,000		$1,600,000	Currently thee is no air conditioning or ventilation system in the north building. This was approved in a previous budget but funds were re-allocated to the CCFC workstation project.
4		Replace Court Bullpen camera system	$553,808		$553,808	The camera system is from the 1990's. It is poor quality, black and white and not recorded. Safety and security of inmates, staff, and attorneys is being compromised.
5		In-Squad Camera Replacement	$401,966		$401,966	The cameras in the squads nee to be more technologically advance and their useful life has expired. The video footage from these cameras is used in court cases and needs to be of high quality.
6		Iris Scan Enrollment and Reading System	$117,659		$117,659	Biometric identification. More reliable than fingerprints and can not be counterfeited.
7		Video Court/Conferencing	$740,066		$740,066	A solution that allows for defendants to appear via a video connection. This would significantly reduce transportation costs, Bailiff's time to retrieve and return inmates.
8		Training Academy-Firing Range and Controlled Target System including upgrade to ventilation	$300,000		$300,000	MCSO Academy provides firearms training and in-service through out the year. The wear and tear on the system is extreme. Many components of the current range equipment are no longer function and need replacement.
9		CCFS Roof repairs	$500,000		$500,000	The roof at CCFS has several severe leaks. Even small amounts of rain generates leaks throughout the facility.
10		Automated License Plate Readers (ALPR)	$161,460		$161,460	ALPRs are a valuable technology that significantly improve efficiency of patrol operations and improve the clearance of offenses. It can read upwards of 3000 license plates in an eight hour period.
11		CCFS North Building Glass Block and security windows	$250,000		$250,000	The North building windows are energy deficient and a security risk. The State jail inspector for the past several years has cited the issues with the windows.
12		Replace remaining riot doors	$175,000		$175,000	The riot door project started in 2011. Approximately half of the doors were replaced. The motors on two of the remaining doors are failing.
13		CCFS Camera Licensing	$50,000		$50,000	The cameras requires a licensing fee every three years. If this is not paid, the cameras will be turned off.
14		CCFS Annual Testing of Fire Alarm devices	$24,000		$24,000	This is a new administrative fee charged by the City of Franklin.
					$0	
					$0	
Total			$6,959,849	$0	$6,959,849	

Department Name Milwaukee County Sheriff's Office
2015

Rank	Project Number	Project Name	Total Cost	Reimbursement	County Finan	Project Description
1		COURTS-Renovation of bullpens (Safety Building 502 & 506 and Courthouse 635 & 608)	$750,000		$750,000	The bullpens are not secure and desperately need to be repaired/ remodeled to prevent inmates from escaping while they wait for their court proceedings.
2		PSB Fast ID remote booking 30 units	$180,000		$180,000	Fast ID units would allow Deputies to identify and process inmates remotely.
3		CCFC-Replace existing camera system to be county compliant	$1,200,000		$1,200,000	Existing camera system is approximately 10 years old, uses coaxial technology and is not county compliant. These cameras are essential to providing a safe and secure environment.
4		CCFC-Install full body scan machine in door way from search to booking	$100,000		$100,000	Inmates utilize body parts to conceal weapons that will severely compromise the safety and security of the institution
5		CCFC-Install Key Watcher System	$300,000		$300,000	Security is the primary concern of MCSO. Keys at CCFC need to be more secure with a automated logging system as to the parties taking possession of the keys. This system uses a fingerprint of the user and only allows them access to keys they are permitted to have.
6		CCFC-Add Cameras in areas currently not under surveillance- i.e. floor control area/elevators/kitchen/linen/dish room/jail records/property room	$500,000		$500,000	There are several areas at CCFC where inmates are, money and property is received and disbursed, and confidential information needs to be secure. Cameras will deter inappropriate activities and be useful in pursuing charges.
8		CCFS-Replace cameras from legacy system	$60,000		$60,000	The existing cameras are obsolete and parts are unavailable.
9		CCFS-R,S,T,U housing units replace water closet, flush valves, sinks, urinals, and remove shower towers and replace with wall mount shower panels	$80,000		$80,000	Replace current porcelain fixtures with security grade stainless-stele fixtures. Existing fixtures are no longer in production.
10		CCFS-V,W,P,Q housing units replace water closet, flush valves, sinks, urinals, and remove shower towers and replace with wall mount shower panels	$80,000		$80,000	Replace current porcelain fixtures with security grade stainless-stele fixtures. Existing fixtures are no longer in production.
11		ADM-Training Academy Upgrade current audio/visual and teaching aids in all classrooms	$100,000		$100,000	The useful life of the hardware and software has been exceeded. The equipment is failing and not compatible with other agencies systems that utilize the facilities for teaching.
12		CCFS-L,M,N,K housing units replace water closet, flush valves, sinks, urinals, and remove shower towers and replace with wall mount shower panels	$80,000		$80,000	Replace current porcelain fixtures with security grade stainless-stele fixtures. Existing fixtures are no longer in production.
13		ADM-Radio/Battery Charger replacement (3 year)	$275,000		$275,000	Radios/ Batteries and charges have a specific life expectancy. 24/7/365 operations need to replenish worn out equipment every 3 years on a rotating basis.
14		CCFS-Replace floor in cook pit in South Kitchen	$35,000		$35,000	The 4-inch concrete floor has shifted and it is allowing water to seep into the rubber membrane below.
7		PSB Radar and Laser equipment (3 year)	$60,000		$60,000	Radar and Laser equipment must met certain performance standards. As this equipment ages the calibrations no longer are accurate and the equipment needs to be replaced.
15		ADM-Hardware and software upgrades for communications	$2,000,000		$2,000,000	Communications/dispatch requires software upgrade to be compatible with other law enforcement agencies and to improve productivity.
16		PSB- Replace Upgrade In-Squad computers (3 year project)	$75,000		$75,000	As computers exceed their useful life they need to be replaced.
17		PSB Airport Computer hardware and software upgrades	$55,000		$55,000	As computers exceed their useful life they need to be replaced.

18		PSB CID Computer hardware and software upgrades	$100,000		$100,000	As computers exceed their useful life they need to be replaced.
19		CCFC-Upgrade kitchen	$125,000		$125,000	The CCFC kitchen needs to increase its capability to prepare and serve meals. The current equipment is antiquated and insufficient to handle 1000 meals 3 times per day 24/7/365.
20		CCFC-Remodel jail records	$250,000		$250,000	Jail records is staff 24/7/365. The staff is not assigned a specific desk and may sit at a variety of desks throughout the work week. The furniture takes a beating and needs to be replaced. The area also needs to be reconfigured to allow for areas to store staff outerwear and belongings.
21		CCFC-Elevator maintenance	$75,000		$75,000	The elevators in the facility are in use 24/7/365 and are user heavy.
22		CCFC-Replace analog TV's with digital	$150,000		$150,000	90% of the Televisions in the housing units are analog. This technology was replaced by digital several years ago.
23		CCFC-Install antenna on roof for television reception	$150,000		$150,000	A television antenna would allow MCSO to eliminate cable television costs. Television reception would be free using the antenna to view local station broadcasts.
24		CCFC-Install Jail Video system for video playing of informative videos to housing units	$100,000		$100,000	This is an automatic feed to all of the televisions in the institution. The videos would be instructional as to expectations while incarcerated.
25		CCFC-Repair pneumatic tube system	$350,000		$350,000	The pneumatic tube system in the building is a great tool to expedite the delivery of paperwork throughout the facility.
26		CCFC-Implementation of On Base (Document Management System) to automate workflow and process for Booking, Warrants, & Courts Division	$800,000		$800,000	The paperwork shuffle between the courts and various divisions of the agency is needs to be managed and controlled to prevent safety and security issues from arising.
27		CCFC-New filing system for jail records and medical records	$650,000		$650,000	Both of these areas store thousands of paper records on open shelves. The records need to be secured and easy access. Both open filing systems need to be replaced.
28		CCFC-Renovate 4D sealing open grates, replace window film and install higher railings in all four sub-pods	$150,000		$150,000	4D is the maximum security area with the inmates that are the most dangerous. Higher railings will prevent inmates from jumping off the mezzanine. Sealing grates will eliminate the security risk of inmates expelling bodily fluids at passersby. The film allows officers to watch the inmates, but the inmates can not see the officers.
29		COURTS-Renovation of Courts Roll call room (new furniture, carpet, paint, projection and computer system)	$250,000		$250,000	The roll call room for the Court Deputies needs to be remodeled to accommodate over 100 people for roll call. It is also used for the Sheriff's auction. Data ports and communication lines need to be upgraded as well.
30		CCFS-EWS Renovation	$50,000	$0	$50,000	The existing work station was installed in 1998. With the addition of the exterior cameras, the controls and old video equipment needs updating.
31		CCFS Computer software and hardware upgrades	$50,000		$50,000	Advances in Computer Hardware, software and technology necessitate upgrades every three years. MCSO is still using software installed for Y2K (Office97) and equipment from the same era.
32		CCFS Replace Exterior lighting (3 years project)	$55,000		$55,000	Replace the existing fixtures with LED lighting. This would reduce future lighting and maintenance Costs.
33		CCFSUpgrade and replacement of 4020 Fire Alarm system throughout C.C.F.S	$125,000		$125,000	The fire panel in Master Control and throughout the facility is outdated and parts are no longer available.
34		CCFS Upgrade and replacement of Simplex N.A.C. panels throughout C.C.F.S	$135,000		$135,000	The security system throughout the facility is outdated and parts are unavailable.
Total			$9,495,000	$0	$9,495,000	

Department Name Milwaukee County Sheriff's Office

2016

Rank	Project Number	Project Name	Total Cost	Reimbursement	County Finan	Project Description
1		CCFS-Replacement of Damaged Roadway North of Powerhouse, East side of A.C.C. North Building, West side of North Emergency vehicle gate	$250,000		$250,000	Repair/replacement of existing roadways and resurfacing and sealing and restriping of pall parking lots.
2		CCFS Convert to low pressure boiler heat 2 year project	$750,000		$750,000	This would take the powerhouse off line. This would eliminate the need of a high pressure boiler operator.
3		ADM Training Academy-Install a recorded closed circuit camera security system.	$65,000		$65,000	This would be used for security of the premises and to monitor training exercises.
4		CCFC-Secure the dock with doors in the main hallway operating on a schlage and timer system	$95,000		$95,000	The hallway to the dock presents a escape risk for inmates working in the kitchen.
5		CCFS-Install infrastructure for computer access in F.M.L	$55,000		$55,000	Discontinue the use of Wi-Fi due to its inconsistency and replace with cat-6 wiring.
6		CCFS-POD in FML renovation	$50,000		$50,000	The existing work station was installed in 1990. With the addition of the exterior cameras, the controls and old video equipment needs updating.
7		PSB Radar and Laser equipment (3 year)	$60,000		$60,000	Radar and Laser equipment must met certain performance standards. As this equipment ages the calibrations no longer are accurate and the equipment needs to be replaced.
8		CCFS Replacement of PK Hot water heaters in 400 bed Facility	$50,000	$0	$50,000	The warranties are now expired and parts are no longer available.
9		CCFC-Computer equipment and software upgrades (3yr project)	$150,000		$150,000	Advances in Computer Hardware, software and technology necessitate upgrades every three years. MCSO is still using software installed for Y2K (Office97) and equipment from the same era.
10		CCFS Replacement of PK Hot water heaters in 600 bed facility	$50,000		$50,000	The warranties are now expired and parts are no longer available.
11		PSB- Replace Upgrade In-Squad computers (3 year project)	$75,000		$75,000	As computers exceed their useful life they need to be replaced.
12		ADM-Radio/Battery Charger replacement (3 year)	$275,000		$275,000	Radios/ Batteries and charges have a specific life expectancy. 24/7/365 operations need to replenish worn out equipment every 3 years on a rotating basis.
13		ADM-Civil Process computer software/hardware upgrades.	$75,000		$75,000	Advances in Computer Hardware, software and technology necessitate upgrades every three years. MCSO is still using software installed for Y2K (Office97) and equipment from the same era.
14		ADM Training Academy- Replace Carpeting	$47,000		$47,000	The building was opening 2002 and receives a significant amount of foot traffic. The carpeting is wearing out.
15		PSB-Wire Mesh camera network at the Lakefront& Parks	$250,000		$250,000	This camera system is necessry to monitor activities and can be tied into the city camera system.
16		CCFS-Remodel/restructure classification/records and lieutenants areas	$300,000		$300,000	To eliminate the smaller offices that are not utilized.
17		CCFS Add X-ray equipment in laundry	$27,000		$27,000	This will help to detect contraband that is entering the facility from current and future customers.

18		ADM-Communication dispatch console upgrade	$250,000		$250,000	The consoles in communications need to be upgraded to accommodate specialized equipment.
19		CCFS-Replace old Plow vehicle for snow plowing	$50,000		$50,000	The last plow that was purchased for the CCFS was in 2002. Existing fleet is experiencing failures and has exceeded its life expectancy.
20		CCFS-Remodel rear of North dining hall into high security segregated housing.	$1,500,000		$1,500,000	When the 400 and 600 building was constructed, no additional segregation cells were added.
21		CCFS-Graphics equipment upgrade	$125,000		$125,000	Upgrade equipment for continued cost savings for customers.
22		CCFS Repair or replace cooler doors South Kitchen	$35,000		$35,000	The existing cooler doors are showing signs of normal wear. Replacement will be needed to protect the contents and reduce energy costs.
23		CCFS Professional visiting renovation, create video court rooms add cameras and door controls at workstation.	$900,000		$900,000	This would cut the cost of inmate transport and would reduce the risk of an inmate escape.
24		CCFC-Build a dirty linen receiving area	$350,000		$350,000	The dirty linen for 900 inmates is currently staged in high risk for escape area and it impedes the view of the master control staff. A separate area needs to be built to house the dirty linen carts.
25		CCFC-Computer equipment and software upgrades (3yr project)	$150,000		$150,000	Advances in Computer Hardware, software and technology necessitate upgrades every three years. MCSO is still using software installed for Y2K (Office97) and equipment from the same era.
26		CCFC-Building repairs (roof, plumbing, electrical, HVAC,) cross charges (3yr project)	$750,000		$750,000	The building and its inner workings need to be maintained and replaced on a regular basis as this building is a 24/7/365 operation. 1000 plus people are utilizing the facilities every day.
27		CCFS=Replace carpeting	$75,000		$75,000	Installed in 1998, the current carpeting is showing heavy wear and irreparable damage.
Total			$6,809,000	$0	$6,809,000	

Department Name	Milwaukee County Sheriff's Office					
2017						
Rank	Project Number	Project Name	Total Cost	Reimbursement	County Finan	Project Description
1		CCFC-Remodel Booking room including the tower (2 YEAR PROJECT)	$250,000		$250,000	The recent additions to the work flow system in the booking room is greatly impeded by the design of the booking room. Screening stations are not as safe as they could be. Inmate medical screening needs more efficient space, the security tower can be removed to accommodate a redesign.
2		CCFC-Replace sally port doors	$500,000		$500,000	The sally port doors are opened and closed hundreds of times each day 24/7/365. These doors prevent prisoner escapes. They need to replaced.
3		ADM-Radio/Battery Charger replacement (3 year project)	$275,000		$275,000	Radios/ Batteries and charges have a specific life expectancy. 24/7/365 operations need to replenish worn out equipment every 3 years on a rotating basis.
4		ADM Training Academy- Replace 2 boilers systems	$75,000		$75,000	The boilers are at the end of their expected useful life.
5		CCFC-Cleaning of CCFC ventilation system	$350,000		$350,000	Air flow through this building must be clean. Regular cleaning an maintenance is necessary.
5		PSB Radar and Laser equipment (3 year)	$60,000		$60,000	Radar and Laser equipment must met certain performance standards. As this equipment ages the calibrations no longer are accurate and the equipment needs to be replaced.
6		PSB Predictive Analytics	$100,000		$100,000	Software to continue the mission of professional policing based on data and data analysis. This software helps determine where saturations is needed to prevent crime.
7		PSB- Replace Upgrade In-Squad computers (3 year project)	$75,000		$75,000	As computers exceed their useful life they need to be replaced.
8		CCFC-Computer equipment and software upgrades (3yr project)	$150,000		$150,000	Advances in Computer Hardware, software and technology necessitate upgrades every three years. MCSO is still using software installed for Y2K (Office97) and equipment from the same era.
9		COURTS-Replacement of 100 staff lockers and renovation of locker rooms	$200,000		$200,000	Lockers are is disrepair and pose a safety risk to those using them.
10		CCFC-Replace carpeting in locker rooms and roll call room	$50,000		$50,000	The carpet is the original from when the building was built in 1992 and is frayed to the point of seeing the concrete floor beneath it.
11		CCFS-Building envelope pipe insulation	$185,000		$185,000	This insulation will increase energy savings.
12		CCFS-Install occupancy sensors to control lights and temperature	$12,000		$12,000	Change the existing switches with new energy savings controls.
13		CCFS-Build air conditioned K-9 training outbuilding incl kennel area	$100,000		$100,000	This building will be used to house training equipment and a kennel for the K-9's. This building will also be used as a training area.
14		CCFS-Replace exhaust ductwork in laundry	$25,000		$25,000	The existing ductwork is rusting from combustion gases and it may allow carbon monoxide to enter the work space. There are currently carbon monoxide detectors in the laundry.
15		CCFS-Five vehicles for emergency inmate transport, bank run, commute to CCF-Central and other necessary transportation needs.	$150,000	$0	$150,000	The newest vehicle in our fleet used for inmate transport is from 2001.
					$0	
Total			$2,557,000	$0	$2,557,000	

Department Name	Milwaukee County Sheriff's Office					
2018						
Rank	Project Number	Project Name	Total Cost	Reimbursement	County Finan	Project Description
1		CCFC-Remodel Booking room including the tower (2 YEAR PROJECT)	$250,000		$250,000	The recent additions to the work flow system in the booking room is greatly impeded by the design of the booking room. Screening stations are not as safe as they could be. Inmate medical screening needs more efficient space, the security tower can be removed to accommodate a redesign.
2		ADM Training Academy- Erect a metal storage building	$65,000		$65,000	This building will be used to store the vehicles used for EVOC and other training equipment.
3		CCFS Remodel North Kitchen into dorm	$175,000		$175,000	Increase the number of housing units in the north building.
4		CCFS-Expand key card/Schlage system to North Building and FML all entrances and occupied spaces.	$125,000		$125,000	This is to improve security and accountability for the housing units in the north building and fml.
5		CCFC-Install double bunks in POD 4C	$65,000		$65,000	4C is the only housing unit that does not have double bunking in 16 of the cells. This would allow this housing unit to have the same inmate capacity as the other housing units.
6		CCFC-Build storage organization systems on public side mezzanine	$100,000		$100,000	Items are stored on the mezzanines of CCFC that are no longer needed on a daily basis but may need to be referenced on a regular basis. A racking system needs to be installed to efficiently store all old records that need to be kept on site.
7		CCFS Remodel old Admin area to house Mental Health Clinic	$200,000		$200,000	This is currently unused space that would be used for Mental Health needs.
8		CCFS Remodel current Mental Health Clinic for medical exam rooms	$25,000		$25,000	Replacement of offices into patient rooms for critical care needs.
9		Repair/Upgrade B2 Security cell doors	$260,000		$260,000	Improve security and cut down on the attempts of suicide.
					$0	
Total			$1,265,000	$0	$1,265,000	

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/18/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Submission of the Milwaukee County Office of the Sheriff 5 Year (2014 – 2018) Capital Improvement Program

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Existing Staff Time Required

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

☐ 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 Capita

☐ 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		
	Revenue		
	Net Cost		
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.

A. Milwaukee County Ordinance 36.04 requires all Departments to submit 5 Year Capital Improvement Program requests to their respective standing committee. The standing committee shall then submit the Program along with its recommendations to the Capital Improvements Committee (CIC).
This fiscal note is for initial submission of the Milwaukee County Department of Transportation's 5 Year (2014 – 2018) Capital Improvement Program.
B. There are no direct costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
C. There are no budgetary costs or savings associated with the 5 Yr. Capital Improvement Program at this time as this item is only proposed for initial policymaker consideration. Any formal appropriation related to this 5 Year Program would occur in the future as part of the 2014 Capital Budget process.
D. The projects included in the 5 Year Program are estimated based upon information that is currently available. The projects proposed and the final projects adopted as part of the 2014 Capital Budget process may vary. Refer to Items B and C for additional assumptions regarding formal appropriation of the projects proposed.

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature William R. Lethlean

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.

[2] Community Business Development Partners' review is required on all professional service and public work construction contracts.

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

County of Milwaukee

Office of the Sheriff

David A. Clarke, Jr.
Sheriff

Date: February 15, 2013

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 month to month extension of the Inmate X-Ray Service Contract with Symphony Diagnostic Services No.1 d/b/a MobilexUSA to continue to provide inmate medical health services at the County Correctional Facilities of the Office of the Sheriff.**

Pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff is requesting a referral to the appropriate County Board committee for review and disposition, authorization to execute 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.

The 2013 Budget transfers the responsibility of Inmate Medical for both Correctional Facilities to the New House of Correction effective April 1, 2013. Circumstances and litigation may delay or inhibit implementation. The X-Ray Contract/extension for services expires April 1, 2013.

The Office of the Sheriff is requesting to continue this contract on a month-to-month basis expiring April 1, 2014. Upon the resolution of all litigation, should Milwaukee County Sheriff's Office continue to be responsible for providing Inmate Medical to both Correctional Facilities, an RFP will be issued for future contract considerations.

Richard R. Schmidt

Richard Schmidt, Inspector
Milwaukee County Office of the Sheriff

cc: Chris Abele, County Executive
Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee
Kelly Bablitch, Chief of Staff
Janelle Jensen, Committee Clerk
Jennifer Collins, Research Analyst

File No. xx-xxx
(Journal, 2013)

(ITEM) From the Sheriff requesting authorization to execute a contract for x-ray services with Symphony Diagnostics Services No. 1 d/b/a MobilexUSA at the County Correctional Facilities from April 2, 2013 to April 1, 2014:

A RESOLUTION

WHEREAS, the Sheriff of Milwaukee County entered into a contract with Symphony Diagnostics Services No. 1 d/b/a MobilexUSA File No. 07-451 effective December 20, 2007 to provide inmate x-ray medical health services at the two County Correctional Facilities of the Sheriff; and

WHEREAS, the x-ray contract and extension for these services expires April 1, 2013: and

WHEREAS, Milwaukee County is currently operating under the Christensen Consent Decree, that dictates the minimum level of inmate care; and

WHEREAS, the 2013 Adopted Budget transfers the responsibility of Inmate Medical for both Correctional Facilities to the new House of Correction effective April 1, 2013, however, circumstances and litigation may delay or inhibit implementation; and

WHEREAS, due to the uncertainty of the intended budget transfer the Office of the Sheriff continues to be responsible for providing Inmate Medical Services to both Correctional Facilities and is requesting to continue this contract on a month-to-month basis expiring April 1, 2014; and

WHEREAS, the following contract is in need of approval for April 2, 2013 to April 1, 2014 to ensure that the services continue to be provided at the County Correctional Facilities; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to grant a contract with Symphony Diagnostic Services No. 1 d/b/a MobilexUSA on a month-to-month basis for the period of April 2, 2013 to April 1, 2014.

FISCAL NOTE

The 2013 Adopted Budget for the Office of the Sheriff includes funding of $75,000 for inmate medical x-ray services which will be sufficient for the contract costs for 2013.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 02/21/13

Original Fiscal Note X

Substitute Fiscal Note ☐

SUBJECT: The Sheriff of Milwaukee County requests the authority to grant a contract on a month-to-month basis to Symphony Diagnostic Services No. 1 d/b/a MobilexUSA for x-ray services at two County Correctional Facilities.

FISCAL EFFECT:

X No Direct County Fiscal Impact

X 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		
	Revenue		
	Net Cost		
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.

The Sheriff of Milwaukee County requests the authority to grant a contract on a month-to-month basis with Symphony Diagnostic Services No. 1 d/b/a MobilexUSA for the provision of x-ray services at the County Correctional Facilities for the period of April 2, 2013 to April 1, 2014. The 2013 Adopted Budget for the Office of the Sheriff includes funding of $75,000 for x-ray services which will be sufficient for the contract costs for 2013.

Department/Prepared By William Lethlean, Accounting Manager

Authorized Signature William R. Lethlean

Did DAS-Fiscal Staff Review? ☐ Yes X No

Did CBDP Review?[2] ☐ Yes X No ☐ Not Required

[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.

[2] Community Business Development Partners' review is required on all professional service and public work construction contracts.

-ADDENDUM TO CONTRACT BETWEEN
THE MILWAUKEE COUNTY SHERIFF'S OFFICE
AND SYMPHONY DIAGNOSTIC SERVICES

February 15, 2013

Pursuant to paragraph 1 of the contract between the Milwaukee County Sheriff's Office and Symphony Diagnostic Services No.1 d/b/s MobilexUSA (herein called Mobilex), which was originally dated April 1, 2008, and had an initial term of three (3) years with two options to extend by mutual agreement of the parties, the second extension of which was for an additional one (1) year period and will expire on April 1, 2013. A one (1) year extension is granted under this addendum on a month-to-month basis beginning April 1, 2013.

Should this extension be terminated, notice of such termination of this month-to-month extension will be provided by the 15th of the month prior to termination.

All provisions, services and conditions set forth in the original contract for the stated scope of services shall remain in full force except where noted below.

1) Mobilex will continue to provide services to the County Correctional Facility Central and County Correctional Facility South (referred to in the original contract as the "Milwaukee County Jail" and "Milwaukee County House of Corrections") as outlined in the original contract.

2) The July 1, 2010 fee schedule applies to this contract

Additional X-Ray services not identified by the attached fee schedule may be added to the scope of this contract upon mutual agreement of both parties. Mobilex staff will be familiar with and adhere to all MCSO rules, policies and procedures.

Milwaukee County Sheriff's Office	Date	Mobilex	Date
Corporation Counsel	Date	Risk Manager	Date

County of Milwaukee

Office of the Sheriff

David A. Clarke, Jr.
Sheriff

Date: February 19, 2013

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 month to month extension of the Telepsych Contract to continue to provide inmate 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 a referral to the appropriate County Board committee for review and disposition, authorization to execute 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.

The 2013 Budget transfers the responsibility of Inmate Medical and Mental Health for both Correctional Facilities to the New House of Correction effective March 1, 2013. Circumstances and litigation may delay or inhibit implementation. The Telepsych Contract for services expires February 28, 2013.

The Sheriff's Office has had difficulty hiring and retaining Psychiatrists for the Correctional Facilities. County Correctional Facility Central has continued the search for an on-site Psychiatrist since 2011. Telepsych, Inc provides the following functions to the Sheriff's Office:

- Inmate adult psychiatry services and medication management of mental health and additional issues including the evaluation, diagnosis and treatment of adult inmates.
- Determines the necessity for an inmate's seclusion and restraint.
- Serves as expert witness in court for Milwaukee County.
- Completion of medical records.
- Participates in quality improvements activities.

The Office of the Sheriff is requesting to continue this contract on a month-to-month basis expiring February 28, 2014. Upon the resolution of all litigation, should Milwaukee County Sheriff's Office continue to be responsible for providing Inmate Medical to both Correctional Facilities, an RFP will be issued for future contract considerations.

Richard R. Schmidt

Richard Schmidt, Inspector
Milwaukee County Office of the Sheriff

cc: Chris Abele, County Executive
Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee
Kelly Bablitch, Chief of Staff
Janelle Jensen, Committee Clerk
Jennifer Collins, Research Analyst

File No. xx-xxx
(Journal, 2013)

(ITEM) From the Sheriff requesting authorization to execute a contract for telehealth inmate psychiatric services with Telepsych, Inc. at the County Correctional Facilities from March1, 2013 to February 28, 2014:

A RESOLUTION

WHEREAS, the Sheriff of Milwaukee County entered into a contract with Telepsych, Inc. File No. 12-194 effective March 1, 2012 to February 28, 2013 to provide telehealth inmate psychiatric services at the two County Correctional Facilities of the Sheriff; and

WHEREAS, the psychiatric contract for these services expires February 28, 2013: and

WHEREAS, Milwaukee County is currently operating under the Christensen Consent Decree, that dictates the minimum level of inmate care; and

WHEREAS, the 2013 Adopted Budget transfers the responsibility of Inmate Medical for both Correctional Facilities to the new House of Correction effective April 1, 2013, however, circumstances and litigation may delay or inhibit implementation; and

WHEREAS, due to the uncertainty of the intended budget transfer the Office of the Sheriff continues to be responsible for providing Inmate Medical Services to both Correctional Facilities and is requesting to continue this contract on a month-to-month basis expiring February 28, 2014; and

WHEREAS, the following contract extension is in need of approval for March 1, 2013 to February 28, 2014 to ensure that the services continue to be provided at the County Correctional Facilities; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to grant an extension to the existing contract Telepsych, Inc. on a month-to-month basis for the period of March 1, 2013 to February 28, 2014.

FISCAL NOTE

The 2013 Adopted Budget for the Office of the Sheriff includes funding of $85,000 for inmate psychiatric services which will be sufficient for the contract costs for 2013.

File No. xx-xxx
(Journal, 2013)

(ITEM) From the Sheriff requesting authorization to execute a contract for telehealth inmate psychiatric services with Telepsych, Inc. at the County Correctional Facilities from March1, 2013 to February 28, 2014:

A RESOLUTION

WHEREAS, the Sheriff of Milwaukee County entered into a contract with Telepsych, Inc. File No. 12-194 effective March 1, 2012 to February 28, 2013 to provide telehealth inmate psychiatric services at the two County Correctional Facilities of the Sheriff; and

WHEREAS, the psychiatric contract for these services expires February 28, 2013: and

WHEREAS, Milwaukee County is currently operating under the Christensen Consent Decree, that dictates the minimum level of inmate care; and

WHEREAS, the 2013 Adopted Budget transfers the responsibility of Inmate Medical for both Correctional Facilities to the new House of Correction effective April 1, 2013, however, circumstances and litigation may delay or inhibit implementation; and

WHEREAS, due to the uncertainty of the intended budget transfer the Office of the Sheriff continues to be responsible for providing Inmate Medical Services to both Correctional Facilities and is requesting to continue this contract on a month-to-month basis expiring February 28, 2014; and

WHEREAS, the following contract extension is in need of approval for March 1, 2013 to February 28, 2014 to ensure that the services continue to be provided at the County Correctional Facilities; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to grant an extension to the existing contract Telepsych, Inc. on a month-to-month basis for the period of March 1, 2013 to February 28, 2014, and

BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to pay Telepsych, Inc. for services invoiced after the end of the previous contract and prior to the signing of the current requested extension.

FISCAL NOTE

The 2013 Adopted Budget for the Office of the Sheriff includes funding of $85,000 for inmate psychiatric services which will be sufficient for the contract costs for 2013.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 02/20/13

Original Fiscal Note X

Substitute Fiscal Note ☐

SUBJECT: The Sheriff of Milwaukee County requests the authority to grant a contract extension on a month-to-month basis to Telepsych, Inc. for inmate psychiatric services at two County Correctional Facilities.

FISCAL EFFECT:

X No Direct County Fiscal Impact

X 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		
	Revenue		
	Net Cost		
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.

The Sheriff of Milwaukee County is requesting the authority to grant a contract extension on a month-to-month basis with Telepsych, Inc. for the provision of inmate psychiatry and medication management of mental health issues through telehealth services at the County Correctional Facilities for the period of March 1, 2013 to February 28, 2014. The 2013 Adopted Budget for the Offfice of the Sheriff includes funding of $85,000 which will be sufficient for the contract costs for 2013.

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature William R. Lethlean

Did DAS-Fiscal Staff Review? ☐ Yes X No

Did CBDP Review?[2] ☐ Yes ☐ No X Not Required

[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.

[2] Community Business Development Partners' review is required on all professional service and public work construction contracts.

-ADDENDUM TO CONTRACT BETWEEN
THE MILWAUKEE COUNTY SHERIFF'S OFFICE
AND TELEPSYCH INC.

February 19, 2013

Pursuant to paragraph 1 of the contract between the Milwaukee County Sheriff's Office and Telepsych, Inc. which was originally dated March 1, 2012, and had an initial term of one (1) year with two options to extend by mutual agreement of the parties, the second extension of which was for an additional one (1) year period and will expire on February 28, 2013. A one (1) year extension is granted under this addendum on a month-to-month basis beginning March 1, 2013.

Should this extension be terminated, notice of such termination of this month-to-month extension will be provided by the 15th of the month prior to termination.

All provisions, services and conditions set forth in the original contract for the stated scope of services shall remain in full force.

1) Telepsych, Inc. will continue to provide services to the County Correctional Facility Central and County Correctional Facility South as outlined in the original contract.

2) The March 1, 2012 fee schedule applies to this contract

Milwaukee County Sheriff's Office	Date	Telepsych	Date
Corporation Counsel	Date	Risk Manager	Date

Approved with regard to County Ordnance
Chapter 42

Community Development Partners Date

INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE

DATE: February 19, 2013

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

FROM: Dr. Brian Peterson, Medical Examiner
Kimberly R. Walker, Corporation Counsel
Mark A. Grady, Deputy Corporation Counsel

SUBJECT: File No. 12-860; Medical Examiner policy

The resolution in this file requested that our two offices provide a recommendation on how suggested policy changes in the Medical Examiner's office could be codified into ordinances. The following is our response.

Chapter 979, Wis. Stats., sets forth the responsibilities of the Medical Examiner (ME). Among other things, the ME "may" order an autopsy when deemed appropriate. In some circumstances, an autopsy is required, for example, when a person in the custody of the State Department of Corrections dies in a correctional facility. See §979.025, Stats. In most circumstances, the ME has the discretion to determine when to conduct an autopsy. Consequently, it is not appropriate for a County Board of Supervisors to attempt to place requirements on the ME that conflict with the discretion given to the ME by statute. We also believe that it is inappropriate to attempt to dictate how the ME exercises his professional judgment concerning how to perform an autopsy by dictating, for example, what tests to run, what environmental factors to consider, etc.

Nevertheless, we believe many of the policies suggested in the resolution would not limit the ME's discretion inappropriately. The following language is suggested as a possible ordinance for the Board's consideration:

Chapter ___ Medical Examiner

(1) The Medical Examiner has the discretion under state statute, with certain exceptions, to determine whether to conduct an autopsy. In making the determination whether to conduct an autopsy or, after deciding to conduct an autopsy, when making the determination of the cause and manner of death, the

Medical Examiner shall utilize all information of whatever kind that a reasonable Medical Examiner would utilize under the same or similar circumstances.

(2) (a) In order to fulfill the responsibility set forth in paragraph (1), the Medical Examiner shall request any and all reports available from known or involved agencies or persons, including any and all relevant and available video or audio recordings.

(b) The Medical Examiner shall maintain a written record of all such requests and any responses to such requests.

(3) The Medical Examiner shall review and approve all death certificates signed by assistant medical examiners in cases where the autopsy was performed following the death of an individual in the custody of any governmental entity or agency.

(4) The Medical Examiner shall maintain written policies setting forth the obligations of members of his office to fulfill the terms of this ordinance.

One of the policies suggested by the resolution is that a final autopsy report not be issued until all documentation referenced above has been received. The ME agrees that it is generally appropriate to receive as much information as possible before issuing an autopsy report. However, this suggestion is not always practical. For example, in the recent Sikh temple shooting, records have been requested from the FBI. However, an FBI report has not been received and may not be received for some time. Nevertheless, there is no reason to postpone the issuance of an autopsy report in these cases until such a report is received. Therefore, the suggested policy is not appropriate as a rule.

INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE

DATE: February 20, 2013

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

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

SUBJECT: 2013 Adopted Budget provision regarding outside counsel usage

The adopted 2013 Budget directs the Office of Corporation Counsel to develop a procedure related to this office's process of retaining outside counsel. The following responds to that directive.

It should be noted that the resolution directs actions for professional service contracts that are not contained in section 56.30 of the ordinances. Thus, the resolution does not affect the direct retention of outside counsel by county departments separately from this office. In addition, because the directive is not included in the ordinances, the resolution may not be binding.

Notification of County Board

One of the directives of the budget provision is the creation of a procedure for "an immediate notification of all County Board Supervisors whenever outside legal counsel is retained, accompanied by a written statement from Corporation Counsel why the case is not expected to exceed $50,000."

Preliminarily, we want to make it clear that outside counsel are retained by this office only through the authority of the Corporation Counsel or the Deputy Corporation Counsel in the absence of the Corporation Counsel. No other employees of the office are authorized to retain outside counsel.

We also want to make it clear that the County's insurance policy with the Wisconsin County Mutual Insurance Company gives to WCMIC the authority to retain counsel to defend suits covered by the policy. Thus, although our office works collaboratively with the Mutual on those decisions, those decisions legally belong to the Mutual. Our office does not interpret the budget provision to address the retention of outside counsel by the Mutual under the insurance policy.

Further, as noted previously, reporting and approval requirements already exist in ordinance. Under §56.30(4)(b)(3)(b), County Board approval is required for a

professional services contract in excess of $50,000. However, an exception to this requirement exists that quite often applies to our office's retention of outside counsel. That exception states that when "immediate action is required to preserve property or protect life, health and welfare of persons, county board approval may be waived, provided such action shall be reported, in writing, within forty-eight (48) hours after initial emergency action, to the county board, the county executive and department of administration." This office's retention of outside counsel is required when this office has a conflict of interest or does not have the expertise or resources to address a particular legal issue. Those circumstances usually arise only upon the receipt of a lawsuit. Typically, the lawsuit must be answered within twenty (20) days of service of the suit. Prior to the receipt of the suit, our office is usually unaware of the suit or of the need for the retention of counsel. Thus, there is insufficient time to seek Board approval or to conduct an RFP process to retain counsel to answer and handle the suit. In those cases, notification is made by our office to the Board and others pursuant to the exception in the ordinance.

As set forth in our previous report to the Board on usage of outside counsel in 2012, our office retains outside counsel infrequently in situations not already addressed by the ordinance requirements or by the insurance policy. Consequently, as directed in the budget provision, we will provide notification of the retention of outside counsel in all instances where reporting is not already required by §56.30. We will explain the rationale for retaining outside counsel and will provide an explanation for why we do not expect the contract to exceed $50,000.

Last, the budget directs that a notification by provided to all County Board supervisors. However, we believe that it is more appropriate to provide this notification consistent with the oversight of our office by the Committee on Judiciary, Safety and General Services under §1.11 of the ordinances. Therefore, we propose to provide the required notification to members of the Judiciary Committee and to the County Board chairperson.

Fee Cap

The other directive of the budget provision is the creation of "a maximum hourly fee cap and/or a process to obtain approval from the County Board for a waiver of the cap."

We share the Board's concern expressed in the budget provision to be as fiscally efficient as possible with the retention of outside counsel, just as with our office's entire budget. However, as noted above, our office typically only utilizes outside counsel where special expertise or greater resources are required. As with any expertise, the more specialized it is, the more expensive it is. Thus, in the legal profession, there are many more lawyers in the market to handle suits and legal issues that recur frequently, but where a legal issue is not common or requires substantial resources, that expertise is quite frequently, although not always, found only in larger firms that can afford to retain such specialized lawyers or such large attorney and support staffs. The overhead for large firms to do so causes them to require higher fees than are required or can be demanded in the market by a solo or small firm practitioner. Some legal services are so specialized that there are attorneys in

Milwaukee able to command hourly rates that periodically approach $1000 per hour. The fundamental point is that outside counsel is usually only required by our office in situations where the higher fee rates are necessary.

In addition, because our usage is infrequent, we are unlikely to be able to negotiate a discount in rates in return for a larger volume of work. Such a discount is common for insurance companies like WCMIC (see below).

In order to assess the establishment of a maximum fee cap, we did informal research into rates charged by law firms in the area. There is a very limited amount of public data on the fee rates of private firms. We made inquiries of some of the large firms in the area, reviewed case decisions involving attorney fee awards and obtained some general fee information from WCMIC. Firms classify and structure their rates differently, so it is difficult to make direct comparisons.

Based on information received from several of the larger firms in the area, we believe that their hourly rate ranges are as follows:

Paralegal:	$135 – 200
Junior Associate:	185 – 295
Senior Associate:	250 – 395
Shareholders:	265 – 515

Most of the contracts that we have entered into recently have contained rates that are discounted for the County from firm's standard rates, quite often 10% or more.

WMCIC has indicated that the rates it pays are substantially lower than standard rates because of the volume of work they provide to the various firms. The rates they pay for the work of firm associates typically ranges from $145 – 170 and the rate they pay for shareholders typically ranges from $135 – 250.

Case decisions that have awarded attorney fees under statutes that allow for the recovery of attorney fees discuss market rates for various legal issues. We have reviewed recent cases involving the Truth in Lending and the Truth in Leasing Acts where fees were awarded at rates ranging from $200 to 350. We have reviewed civil rights cases where fees were awarded at rates ranging from $175 to 250, Debt Collections Act cases where fees were awarded at rates ranging from $175 to 394, ERISA (employee benefits) cases where fees were awarded at rates ranging from $205 to 375, and a business litigation case involving a large local firm where fees were awarded at the rate of $485.

It is difficult to assign a maximum hourly rate that cannot be exceeded without specific approval by the Board. We do not believe the maximum rate should be a routine rate. However, taking into account the information above, we would suggest a maximum hourly rate for 2013 of $400 per hour. This rate will serve only as the absolute maximum rate that can be utilized without prior approval of the County Board. All of our contracts

to date have been less than this rate and usually substantially less than this rate. This rate will require adjustment in the future for inflation and changes in the market.

In the event we believe a contract requires a higher rate than the maximum, we will request approval of the contract and rate by the County Board, prior to execution of the agreement, and we will explain the rationale for exceeding the maximum rate.

Summary

Our office will provide notification to the County Board Chair and to the members of the Judiciary Committee whenever our office retains outside counsel and we are not already required to do so. We will provide an explanation of the need for outside counsel and an explanation of why our office does not expect the contract to exceed $50,000. We will not approve any contract with an hourly rate in excess of $400 without obtaining prior approval of the County Board.

David A. Clarke Jr.
Sheriff

County of Milwaukee

Office of the Sheriff

Date: February 20, 2013

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 of 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. Staffing for inmate medical and mental health services for 2013 was projected to be 121.3 FTE. Currently, there are 114 filled positions excluding hourly or pool employees. Dr. Ronald Shansky, the court appointed medical monitor for the Christensen Consent Decree, in his report to the County on January 26, 2013, now mandates 131.5 full time employees to meet his perception of the staffing that is needed to be in compliance with the *Christensen Consent Decree.*

The Office of the Sheriff has encountered severe difficulties in hiring and retaining Medical Doctors and Psychiatrists for the inmate medical unit. In the attempt to meet the mandated requirements of the consent decree, the Sheriff's Office has entered into multiple contracts for the provision of these services in the past few years, but the contractual personnel have 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.

Service to the Community Since 1835
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414-278-4766 • http://www.mkesheriff.org

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 provide a new updated Electronic Medical Record (EMR) system, and its commitment to meeting or exceeding all requirements of the *Christensen Consent Decree* and obtaining National Commission on Correctional Health Care (NCCHC) certification within twelve months, the Office of the Sheriff is requesting to enter into a contact with Armor Correctional Health Services effective April 1, 2013.

Projected costs for the Inmate Medical and Mental Health unit for 2013 totaled $17,599,836 if the inmate medical and mental health services remained status quo with the current staffing plan of 121.3 positions after vacancy and turnover. The costs did not include a new Electronic Medical Records system, which would need to 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 would cost.

The Department of Health and Human Services (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 was not determined.

The Office of the Sheriff is proposing the outsourcing of inmate medical and mental health services with Armor Correctional Health Services, Inc. at an annual contractual cost of $16,217,380. The cost includes use of Armor Correctional Health Services, Inc.'s Electronic Medical Record system. In addition, there are the following remaining county costs included in the 2013 budget request: legacy costs of $4,999,050, cross charges of $979,741 and revenue of $40,000 for a total 2013 projected cost of $22,156,171. 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		Job Title	FTE
Adm Asst	-2.0		Asst Nursing Dir. Sheriff	-1.0
Adm Asst NR	-1.0		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..48
Health Care Plan Spec 2	-1.0		Staff Psychiatrist	-1.0
Med Asst	-6.0		Staff Psychiatrist Hrly	-1.0
LPN Sheriff	-21.5		Med Director MH	-1.0
RN1	-37.5		Med Dir Detention Serv	-1.0
RN Pool	-2.49		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		ExDir1 Nursing Director Sheriff	-1.0
Shift Sup Hourly	-0.56		ExDir2-Med &MH Prg Admns	-1.0
Nurse Pract Pool	-1.0			

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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 131.5 positions compared to the 121.3 that the Office of the Sheriff included in its 2013 cost comparison.

Armor Proposed Staffing is identical to that mandated by Dr. Shansky as of January, 2013.

Total Hours and FTEs by Position		
POSITION	Hrs/Wk	FTE
Health Services Administrator	40	1.00
Medical Director	40	1.00
Physician	60	1.50
ARNP	480	12.00
Director of Nursing	40	1.00
Assistant Director of Nursing	40	1.00
RN-Quality Assurance	40	1.00
RN-Infection Control	40	1.00
RN-Staff Development	80	2.00
RN-Supervisor	260	6.50
RN	1,240	31.00
LPN	1,040	26.00
CMA	240	6.00
Unit Clerk	200	5.00
Administrative Assistant	80	2.00
Medical Records Supervisor	40	1.00
Medical Records Clerk	360	9.00
Chief Psychiatrist	40	1.00
Psychiatrist	60	1.50
Director of Mental Health Services	40	1.00
Psychologist	40	1.00
Psychiatric Social Worker	480	12.00
Case Management	120	3.00
RN-MH	80	2.00
Dentist	40	1.00
Dental Assistant	40	1.00
Total Hours / FTE	5,260	131.50

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 April 1, 2013. It is a two-year contract with four additional one-year terms.

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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.

In addition to providing an updated Electronic Medical Record, Armor Correctional Health Services, Inc., Armor will meet or exceed all requirements of the Christensen Consent Decree and will obtain National Commission on Correction Health Care (NCCHC) certification within twelve months.

Dr. Shansky's report dated January 26, 2013, states that the County is **non-compliant** with the Christensen Consent Decree. The Sheriff's Office has recommended a feasible solution for the past two years that would provide the mandated new staffing plan by Dr. Shansky. Those recommendations have been rejected for implementation by the County Board, believing that the County's Human Resource Department would be able to find acceptable candidates for the Medical Director, Lead Psychiatrist and Health Service Administrator. That belief has not been realized. Now, the County's Human Resource Department has begun talks with a local medical college that have been attempted in the past, which resulted in untenable fiscal repercussions, and no promise of being able to fill the mandated positions in the consent decree. The continued pursuit of another venue to meet the mandates of the consent decree further delays the County's responsibility to comply with the decree.

Once again, the Sheriff's Office has provided the only known solution to the multi-year issue of getting the County in compliance with the Christensen Consent Decree.

The Decree further states in Part 1, Section 1, Part I, ***"The County Board will approve costs associated with compliance." (Attached)*** It is therefore requested that the County approve the Armor Contract, which is the only known remedy for the County to achieve compliance for the requirements set forth in the *Christensen Consent Decree*.

Richard R. Schmidt

Richard R. Schmidt, Inspector
Milwaukee County Office of the Sheriff

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

File No.
(Journal, 2013)

(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 1966, Milwaukee County became a defendant in litigation (Milton Christensen, et all 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 114 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 transfers the responsibility of Inmate Medical for both Correctional Facilities to the new House of Correction effective April 1, 2013, however, circumstances and litigation may delay or inhibit implementation; and

WHEREAS, due to the uncertainty of the intended budget transfer the Office of the Sheriff continues to be responsible for providing Inmate Medical Services to both Correctional Facilities; 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 $16,217,380, based upon the proposed staffing of Dr. Shansky and including the 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 $4,999,050, crosscharges of $979,741 and revenue of $40,000 for a total 2013 projected cost of $22,156,171; and

WHEREAS, the term of the contract is two years from April 1, 2013 to March 31, 2015 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 from April 1, 2013 to March 31, 2015 with four additional one year renewal options.

Fiscal Note: The 2013 anticipated costs of the contract with Armor Correctional Health Services, Inc. totals $16,217,380. 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 $4,999,050, crosscharges of $979,741 and revenue of $40,000 for a total 2013 projected cost of $22,156,171.

In addition to providing a 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 $17,599,836 if the service was continued to be provided by Office of the Sheriff personnel utilizing its current staffing plan of 121.3 positions after vacancy and turnover.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 02/20/13

Original Fiscal Note X

Substitute Fiscal Note ☐

SUBJECT: The Sheriff of Milwaukee County requests the authority to execute a contract for inmate health services at the County Correctional Facilities.

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		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure	4,556,335	
	Revenue		
	Net Cost	4,556,335	

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 of Milwaukee County 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.

In 2013, the Office of the Sheriff was budgeted to expend $17,599,836 on inmate medical and psychiatric services assuming full staffing of 121.3 FTE determined by the Department of Administrative Fiscal and Strategic Services.

The annual anticipated costs of the contract with Armor Correctional Health Services, Inc. totals $16,217,380. The cost includes use of Armor Correctional Health Services, Inc's EMR (Electronic Medical Records) system. In addition, there are the following remaining county costs included in the 2013 budget request: legacy costs of $4,999,050, crosscharges of $979,741 and revenue of $40,000 for a total 2013 projected cost of $22,156,171.

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 total $17,599,836 if the service was continued to be provided by the Office of the Sheriff personnel utilizing its current staffing plan of 121.3 positions after vacancy and turnover.

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[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.

[2] Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature William R. Lethlean

Did DAS-Fiscal Staff Review? ☐ Yes X No

Did CBDP Review?[2] ☐ Yes X No ☐ Not Required

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 _____ 2013. Services under this Agreement shall commence on the ____ day of _____ 2013, and shall continue until _____ It may be extended thereafter upon mutual agreement of the parties.

WITNESSETH

WHEREAS, the Sheriff is charged with the responsibility for obtaining and providing reasonably necessary health care (including medical, dental and mental health services) for 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 one of 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 commences once an 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. While Armor has no financial obligation for individuals booked offsite, if the Sheriff notifies a duly appointed member of the on-site Armor staff of any booking performed outside the Facilities, Armor will use reasonable efforts to manage offsite

care and 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 or arrange for 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, regularly scheduled sick call, nursing care, general physician and dentist visits, hospitalization, medical specialty services as outlined below, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services, including 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 preliminary 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, to determine whether the individual's physical condition is reasonably able to be accommodated within the Facility. 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.

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., Orthopedics) 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 coordinate with the Sheriff for the Sheriff to provide non-emergency transportation of an Inmate to and from offsite care.

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. Subject to the limits set forth herein, Armor will be responsible for all Inmate costs associated with hospitalization, off-site and on-site specialty services, inclusive of diagnostic procedures, and emergency transportation services incurred subsequent to becoming an Inmate.

(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 Sheriff's inmate health care program.

(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 care costs in excess of $800,000.00 during any twelve (12) month contract period shall be managed and paid by Armor, but shall be promptly reimbursed to Armor by Sheriff, as set forth below.

(3) Should the total hospitalization, emergency transportation, and off-site and specialty medical care 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 documentation showing the amount Armor has paid for hospitalization, emergency transportation, and off-site and specialty medical care during the past 12 month contract period. Any amount under or over the $800,000.00 shall be invoiced/credited as set forth below. Armor will provide supporting documentation along with an invoice/credit. Because Armor can't always control when third party providers bill for services, once this initial documentation has been provided, Armor shall thereafter submit quarterly additional documentation showing any additional amounts paid for the ended 12 month period, along with an invoice/credit to be paid/credited as set forth below. 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, this $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 any individual prior to becoming an Inmate as defined in Section 1.1, above.

(a) Armor shall not be financially responsible for significant increased costs associated with changes in Inmate movement, facility layout, changes in applicable standards in the delivery of healthcare (e.g., NCCHC, ...), court orders, directives of court monitors, changes in treatment standards which are not FDA approved at the start date of this Agreement or are not part of Armor's written medical protocols. 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 1% of the annual base compensation for the then current 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 of 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.

1.7. 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.

1.8. 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 shall be reviewed and approved by the Sheriff prior to the provision of such services.

1.9. 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 provide such transportation as reasonably available. When medically necessary, Armor shall arrange all emergency ambulance transportation of Inmates in accordance with this Agreement.

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

1.11. 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, subject to the total annual pharmacy limit set forth below.

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 $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. Continuation of Care. Armor will use reasonable effort to facilitate continuation of care and facilitate placement in the community upon release for inmates with diagnosed mental health issues, when security provides reasonable advance notice of release.

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 showing the staffing Armor will use 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, or fall below 2400, for three consecutive monthly averages, then both parties agree to review staffing. If staffing changes are required to properly care for the changed population, the Sheriff and Armor shall agree upon revised compensation required to provide the revised 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 paid monthly full time equivalents (FTE's) falls 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 95% of 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.

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 Facilities at any time for such personnel. Such access will not unreasonably be withheld by Sheriff. 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 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 a reasonable time 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 and clinical oversight, 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 the disputing party's responsibility to show that armor has not met all such requirements.
>
> 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, except any fees incurred due to non-armor failures.

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 directed 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) if requested by Sheriff. Armor will provide customized EMR software of its choosing that incorporates Armor's policies in use at the Facilities, server, terminals, printers, scanners and interfaces. Sheriff will provide the cabling, routers and connections needed in the Facilities to connect the EMR. Amor and Sheriff shall work together to toward the successful preparation and installation of the EMR. 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, if Sheriff desires to retain the

EMR. The EMR will be customized with Armor forms, policies and procedures. The Sheriff may continue to use such forms, policies and procedures, but hereby acknowledges such are proprietary; therefore, the Sheriff shall keep such forms, policies and procedures exclusively within the Sheriff's Office and associated County departments that have a need to know.

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, to the extent required by law, 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 shall 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 due to acts or omissions of the Sheriff, 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 or care plan 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 $500

purchase price) within the Facilities 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 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 _____, 2013, 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, Armor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Armor 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 than 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 shall pay to Armor the base price sum of $16,217,380.00 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 $1.44. For each Inmate below 2400 average daily inmate resident population, Armor shall credit Sheriff a per diem of $1.44.

(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 following commencement of services under this Agreement.
(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 facility limitations, strikes or labor disputes, inmate disturbances, acts of God, failure of 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 after the 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.
(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.

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 (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 as required by State Statute	$1,000,000 Per Occurrence $5,000,000 Annual Aggregate

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 overnight courier or certified or registered mail, return receipt requested postage prepaid, and addressed to the appropriate party at the following address:

Notice to Milwaukee County

Richard Schmidt
Inspector
Milwaukee County Jail
949 North 9th Street
Milwaukee, WI 53233

Notice to Armor

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 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 nature, 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. Emergency 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 qualified D/M/WBE's have the reasonable opportunity to participate in this project. It is understood and agreed 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 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, unless such Decree is terminated earlier.

12.41 Authority 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.

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

_____

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

MILWAUKEE COUNTY ARMOR

_____ _____ _____ _____

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

_____ _____ _____ _____

By Corporate Counsel Date Name Date

Approved with regards to County Ordinance
Chapter 42

_____ _____

By Community Business Development Partner s Date

Exhibit A

Tota Hours and FTEs by Position		
POSITION	Hrs/Wk	FTE
Health Services Administrator	40	1.00
Medical Director	40	1.00
Physician	60	1.50
ARNP	480	12.00
Director of Nursing	40	1.00
Assistant Director of Nursing	40	1.00
RN-Quality Assurance	40	1.00
RN-Infection Control	40	1.00
RN-Staff Development	80	2.00
RN-Supervisor	260	6.50
RN	1,240	31.00
LPN	1,040	26.00
CMA	240	6.00
Unit Clerk	200	5.00
Administrative Assistant	80	2.00
Medical Records Supervisor	40	1.00
Medical Records Clerk	360	9.00
Chief Psychiatrist	40	1.00
Psychiatrist	60	1.50
Director of Mental Health Services	40	1.00
Psychologist	40	1.00
Psychiatric Social Worker	480	12.00
Case Management	120	3.00
RN-MH	80	2.00
Dentist	40	1.00
Dental Assistant	40	1.00
Total Hours / FTE	5,260	131.50

INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE

DATE: February 19, 2013

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. New information and additions to the list since the last committee meetings are noted in **bold.** However, our office is prepared to discuss any pending litigation or claim involving Milwaukee County, at your discretion.

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

2. *MDSA v. Milwaukee County* (overturn arbitration award on 2012 deputy layoffs)
   Case No. 12-CV-1984

3. Retiree health plan (co-pays, deductibles, etc.) cases:
   Hussey v. Milwaukee County (Retiree health)
   Case No. 12-C-73 (U.S. District Court, appealed by Hussey to U.S. Seventh Circuit Court of Appeals)
   MDSA prohibited practice complaint
   WERC Case No. 792 No. 71690 MP-4726
   Rieder & MDSA v. Milwaukee County
   Case No. 12-CV-12978
   DC48 prohibited practice complaint
   WERC Case No. 762 No. 70685 MP-4657
   DC48 et al. v. Milwaukee County et al.
   Case No. 12-CV-13612 (stayed pending outcome of *Hussey* case)

4. Medicare Part B premium reimbursement cases:
   FNHP and AMCA v. Milwaukee County
   Case No. 12-CV-1528 (appealed to WI Court of Appeals by Milwaukee County)
   DC48 et al. v. Milwaukee County et al.
   Case No. 12-CV-13612 (stayed pending outcome of cases above)

5. 1.6% Pension Multiplier cases:
Stoker & FNHP v. Milwaukee County
Case No. 11-CV-16550 (appealed to WI Court of Appeals by Milwaukee County)
AFSCME v. Milwaukee County
Case No. 12-CV-9911 (stayed pending above appeal)
Brillowski & Trades v. Milwaukee County
Case No. 12-CV-13343 (stayed pending outcome of *Stoker* above)

6. *Milwaukee County v. WERC and AFSCME* (2010 bargaining; furloughs)
Case No. 11-CV-12137 (appealed by AFSCME to Court of Appeals)(stayed pending furlough payments being made)

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

8. Sheriff Captain Lay-off cases:
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 **(Commission affirmed)**

9. *DC48 v. Milwaukee County* (seniority in vacation selection and CO1 transfer rights under Sheriff)
Case No. 12-CV-3944

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

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

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

13. *Milwaukee County v. Federal National Mortgage Ass'n. et al.* (transfer taxes)
Case No. 12-C-732 (U.S. District Court)

14. *Midwest Development Corporation v. Milwaukee County* (Crystal Ridge)
Case No. 12-CV-11071

15. *MDSA grievance arbitration* (overtime opportunities)
Milwaukee County v. MDSA (overturn arbitration award for MDSA on overtime)
Case No. 12-CV-8411

16. Retirement sick allowance payment for employees not represented at retirement, but previously represented
Pasko v. Milwaukee County
Case No. 11-CV-2577 (appealed to WI Court of Appeals by Milwaukee County)
Porth v. Milwaukee County
Case No. 11-CV-4908 (consolidated with Pasko case, appealed to WI Court of Appeals by Milwaukee County)
Koehn v. Milwaukee County
Case No. 12-CV-1402 (stayed in circuit court pending appeal of other cases)
Marchewka v. Milwaukee County
Case No. 13-CV-969

17. *Clarke v. Milwaukee County* (House of Correction transition)
Case No. 12-CV-13388

18. *Calderon v. Milwaukee County*
Case No. 12-C-1043 (U.S. District Ct.)(deputy assault of person in custody)