



OFFICE OF THE COUNTY EXECUTIVE

# Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: March 15, 2013  
To: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors  
From: Chris Abele, Milwaukee County Executive  
Subject: Appointment of Mr. Paul Menches to the Local Emergency Planning Committee

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in Title III of the Superfund Amendment and Reauthorization Act of 1986, Resolution File 88-788, I am hereby appointing Mr. Paul Menches, Chief - Airport Fire Department, to serve on the Milwaukee County Local Emergency Planning Committee as the HazMat Team representative.

Chief Paul Menches's resume is attached for your review.

Your consideration and confirmation would be appreciated

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

Chris Abele  
Milwaukee County Executive

Cc: Mark Borkowski Chair Judiciary, Safety and General Services Committee  
Kelly Bablitch, Chief of Staff, County Board  
Carl Stenbol, Director of Local Emergency Planning Committee  
Janelle Jensen, Committee Clerk  
Jennifer Collins, Research Analyst  
Chief Paul Menches



OFFICE OF THE COUNTY EXECUTIVE

REVISED

# *Milwaukee County*

CHRIS ABELE • COUNTY EXECUTIVE

Date: March 15, 2013

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

From: Chris Abele, Milwaukee County Executive

Subject: Appointment of Mr. Paul Menches to the Local Emergency Planning Committee

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in Title III of the Superfund Amendment and Reauthorization Act of 1986, Resolution File 88-788, I am hereby appointing Mr. Paul Menches, Chief - Airport Fire Department, to serve on the Milwaukee County Local Emergency Planning Committee as the GMIA Fire Department representative.

Chief Paul Menches's resume is attached for your review.

Your consideration and confirmation would be appreciated

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

Chris Abele  
Milwaukee County Executive

Cc: Mark Borkowski Chair Judiciary, Safety and General Services Committee  
Kelly Bablitch, Chief of Staff, County Board  
Carl Stenbol, Director of Local Emergency Planning Committee  
Janelle Jensen, Committee Clerk  
Jennifer Collins, Research Analyst  
Chief Paul Menches

# PAUL J. MENCHES

---

1445 E. Meadowview Drive  
Oak Creek, WI 53154

CP: (512) 743-7649  
[pmenches@mitchellairport.com](mailto:pmenches@mitchellairport.com)

## OBJECTIVE AND STRENGTHS

Pursuing an executive position within public safety in need of a team leader who's fiscal responsible and possesses excellent communication and interpersonal skills. Strong motivator who leads by example, is self-disciplined, and has the ability to excel in a fast-paced and dynamic environment. One who interacts well with labor, management, and the community by drawing upon the values of trust, teamwork, and continuous improvement.

## EDUCATION AND CERTIFICATIONS

**Executive Fire Officer (EFO) Graduate:** National Fire Academy; Emmitsburg, Maryland, 2006

**M.A. in Administration:** University of The Incarnate Word; San Antonio, Texas, 1997

**B.S. in Fire Science Management:** Southern Illinois University; Illinois, 1990

**A.A.S. in Instructor Technology:** Community College of the Air Force; Air University, Alabama, 1987

**A.A.S. in Fire Science:** Community College of the Air Force; Air University, Alabama, 1981

**Emergency Medical Technician Basic:** National Registry of Emergency Medical Technicians; Columbus, Ohio

**Fire Fighter I-II, Airport Firefighter (ARFF), Driver Operator, Fire Instructor I-III, and Fire Officer I-III:** International Fire Service Accreditation Congress (IFSAC); Oklahoma State University, Stillwater, Oklahoma

**Firefighter I-II, Airport Firefighter (ARFF), Fire Instructor II, and Fire Officer II:** Wisconsin Technical College System Board Fire Service Certification; Madison, Wisconsin

**Firefighter Basic, Intermediate, Advanced, and Master; ARFF Basic, Intermediate, Advanced, and Master; Driver Operator; Fire Instructor I-III; and Fire Officer I-III:** Texas Commission on Fire Protection; Austin, Texas

## PROFESSIONAL EXPERIENCE

**Chief of Airport Rescue and Firefighting, Milwaukee County Fire Department, General Mitchell International Airport (2010-Present);** Responsible for the leadership of 5 Assistant Chiefs and 18 Firefighters/Driver Operators.

**Department Chair of Fire Protection Technology, Austin Community College (ACC), Austin Texas (2006-2010);** Responsible for the management of the Fire Protection Technology Degree and Academy programs involving 500 emergency response professionals located throughout five counties in central Texas.

- Redesigned of degree program increased enrollment by 20% and graduation rate by 25% over a 3 year period
- Developed and implemented the strategic plan to move the college's fire academy program to the City of Austin
- Established a cost effective, long-term equipment replacement program which procured over 400K of equipment

**Fire Chief/Emergency Management Director, City of Onalaska, Onalaska Wisconsin (2003-2006);** pop. 20,000; Responsible for the leadership and supervision of 10 full-time and 30 paid-on-call firefighters who provided Fire Prevention, Public Education, Emergency Response, and Medical Services to three local communities.

- Developed a 2010 strategic staffing and facility plan to support the City's Comprehensive Growth Plan
- Implemented 25 Prevention Codes into city ordinances to address commercial and residential growth needs
- Drafted the City's Emergency Operation Plan and designed the City's Emergency Operation Center

**Deputy Fire Chief, Truax Field and Dane County Regional Airport, Madison Wisconsin (2001-2003);** Responsible for the leadership and supervision of 25 career firefighters who provided structural, crash rescue, emergency medical, and fire prevention services to both the Air National Guard and Dane County Regional Airport.

- Instrumental in the plan design and review of the major renovation of the flight line headquarters station
- Provided command during Dane County's 2002 Weapons of Mass Destruction full-scale exercise
- Elected to Chair the Strategic Planning Committee for the Dane County Fire Chiefs' Association

**Executive Officer, Pleasantview Fire Protection District, LaGrange Highlands Illinois (1999-2001);** pop. 35,000; Responsible for the planning, organizing, and directing of emergency and non-emergency support functions for 60 full-time and 20 paid-on-call personnel who provided services to four communities.

- Strategic Planning Team facilitator, responsible for formulating data and proposing strategic recommendations
- Participated in a futuristic 5-year plan outlining the district's strategic direction, vision, mission, values, and goals
- Organized the district's Awards, Public Information, and Candidate Physical Agility Test (CPAT) programs

**Fire Science and Aviation Field Representative, Southern Illinois University (SIU), Chicago Illinois (1998-1999);** Responsible for the marketing, recruitment, and management of Fire Science and Aviation undergraduate programs involving 200 career professionals at the Chicago Fire Academy and O'Hare International Airport.

- Reengineered degree's marketing strategy which was instrumental in increasing enrollment by 20 percent
- Improved customer service by implementing a highly efficient and cost effective mobile field concept
- Efforts were instrumental in elevating program to one of the top five of the University's fifty workforce programs

**Fulltime Graduate Student, San Antonio Texas (1995-1997);** Major emphasis in Strategic Planning, Organizational Development, Financial Management, and Team Building. University highly ranked by U.S. News and World Report for providing professional programs that lead to careers of service and leadership.

- Facilitation of organizational interventions was praised by the executive staff of an international company
- Recruited as a consultant for the Fire Prevention/Evacuation Plan for the \$10 million library renovation
- Selected as the University's College of Professional Studies 1997 Outstanding Graduate Student

**Deputy Fire Chief, Shaw Air Force Base, South Carolina (1992-1995);** Responsible for the leadership and supervision of 65 personnel. Managed fire protection resources supporting 100 aircraft, 1,704 housing units and 5.3 million square feet of real property encompassing a 20-square mile area.

- Total Quality Management was recognized at the federal level for providing the highest customer service
- Organized the inaugural Department of Defense, National Fire Protection Association Certification Symposium
- Organization was awarded the "Best in the United States Air Force" for 1994

**Fire Chief, Shemya Air Force Base, Alaska (1991-1992);** Responsible for the leadership and supervision of 48 personnel. Managed fire protection resources supporting over 100 facilities encompassing 10 square miles, in direct support of aircraft assets valued at \$3.5 billion.

- Developed and implemented standard operating procedures for the Incident Command System
- Organized a seven day emergency water operation responsible for shuttling 35,000 gallons of water per day
- Restructured the Fire Prevention Bureau in order to accommodate \$300 million of new construction

**Chief, Basic and Advanced Courses, Department of Defense Fire Academy, Chanute Air Force Base, Illinois (1988-1991);** Responsible for the leadership and supervision of 100 instructors who facilitated an entry level fire academy concept along with ten advanced courses for all four branches of the United States military.

- Courses included Hazardous Materials, Fire Investigation, Advanced Rescue, and Incident Command
- Leadership was instrumental in maintaining an attrition rate of only 5% with an annual student load of 3,400
- Performance as the lead designer and evaluator on the Base Exercise Evaluation Team was rated outstanding

#### **Additional Career Progression (1975-1988)**

- |                                   |  |
|-----------------------------------|--|
| ◦ 1975-1978: Firefighter/Engineer | 1981-1984: Assistant Chief of Operations |
| ◦ 1978-1981: Company Fire Officer | 1984-1988: Academy Course Supervisor     |

### **PROFESSIONAL AWARDS, ORGANIZATIONS, AND PROJECTS**

- Awarded 14K Innovation Grant (2008-2010) to convert degree program into a Hybrid Distance Learning format
- Recipient of the Professional Fire Fighters of Wisconsin Fire Chief of the Year Award for 2006
- Directly responsible for procuring \$300,000 in federal, state, and corporate grants in 2003-2006
- Hand selected to the La Crosse County, Wisconsin Public Safety Advisory Board
- Active member of the Western Technical College and Madison Area Technical College Advisory Boards
- As a member of the La Crosse County Fire Officers Association, Wisconsin, selected project officer for communication interoperability and Mutual Aid Box Alarm System (MABAS) for eight county departments
- As a member of the Wisconsin State Fire Chiefs Association (WSFCA), represented and supported state fire protection interests – efforts were instrumental in the state mandating three building codes

A life-long learner and world traveler, who values diversity and what it can bring to an organization. Hobbies include world history, college football, and reading professional journals and books on organizational leadership.

## PROFESSIONAL, EXECUTIVE, AND GRADUATE LEVEL COURSES

### United States Air Force Fire Protection

1. Fire Protection Specialist: 317 hours (December 1975)
2. Fire Fighter Rescue: 148 hours (August 1977)
3. Fire Protection Munitions: 56 hours (January 1980)
4. Fire Protection Inspector: 120 hours (May 1981)
5. Fire Apparatus Operation: 142 hours (March/June 1985)
6. On-Scene Commander: 24 hours (June 1993)
7. Hazardous Materials First Responder Awareness and Operations: 24 hours (October 1993)

### United States Air Force Instructional Technology

1. Technical Training Instructor: 216 hours (November 1984)
2. Basic Counseling: 40 hours (May 1985)
3. Training Supervisor: 48 hours (April 1986)
4. On-The-Job Supervisor's Familiarization: 30 hours (April 1986)
5. Test and Measurement: 40 hours (October 1986)
6. Instructional System Development: 40 hours (December 1986)
7. Master Instructor Certification: (March 1987)

### Emergency Management

1. Critical Incident Management – Initial Response: 24 hours (February 2003)
2. Incident Response to Terrorist Bombings Awareness Training Course: 4 hours (October 2003)
3. Chemical Terrorism Preparedness: Building Partnerships for Response: 6 hours (November 2003)
4. Emergency Response to Domestic Biological Incidents Operations Level: 24 hours (February 2004)
5. Evacuation Planning Course: 16 hours (March 2004)
6. Homeland Security Weapons of Mass Destruction Incident Command Course: 24 hours (December 2004)
7. Disaster Response and Recovery Operations: 16 hours (January 2005)
8. Multi-Hazard Emergency Planning for Schools: 16 hours (January 2005)
9. All Hazards Mitigation Planning Workshop: 8 hours (April 2005)
10. Responding to Waterborne Contamination Events: 6 hours (August 2005)
11. Homeland Security School Crisis Preparedness Conference: 8 hours (August 2005)
12. Homeland Security Exercise Design and Evaluation: 32 hours (February 2006)
13. FEMA IS 100, 120, 200, 700, 703 and 800 NRP/NIMS/ICS On-Line Courses: 32 hours (April 2005 - June 2006)
14. FEMA IS 139, 230, 235, 240, 241, 242 and 244 Emergency Management Institute Professional Development Series On-Line Courses: 48 hours (September - October 2006)
15. EMI Emergency Operation Center/Incident Management Team Interface: 32 hours (October 2009)

### National Fire Academy

1. Fire Service Planning Concepts for the 21<sup>st</sup> Century: 48 hours (August 2000)
2. Executive Planning: 80 hours (June 2001)
3. Executive Development: 80 hours (August 2002)
4. Leading Community Risk Reduction: 80 hours (September 2003)
5. Executive Analysis of Fire Service Operations in Emergency Management: 80 hours (April 2004)
6. Command and Control of Fire Department Operations at Target Hazards: 40 hours (October 2004)
7. Executive Leadership: 80 hours (May 2005)
8. Command and Control of Incident Operations: 48 hours (April 2006)
9. Fire Service Supervision On-Line Course: 16 hours (September 2007)
10. Executive Fire Officer Symposium: 72 hours (April 2007; March 2008; and April 2009)

### Graduate Level (January 1996 thru June 1997)

1. Strategic Planning and Policy
2. Integrative Analysis of Administration
3. Management Concepts and Issues
4. Public Personnel Management
5. Behavioral Concepts and Issues
6. Foundations of Organizational Development
7. Organizational Development Interventions/Practices
8. Adult Learning and Development
9. Working with Adult Groups
10. Basic Management Information Systems
11. Advanced Management Information Systems
12. Financial Management
13. Accounting Concepts and Issues
14. Administrative Law and Process

## REFERENCES

Jim Bialecki  
City Administrator, City of Tomah  
819 Superior Avenue  
Tomah, WI 54660  
608-374-7422

Mary Anderson  
President, Police and Fire Commission (retired)  
415 Main Street  
Onalaska, WI 54650  
608-781-4194

Fred Buehler  
Finance Director, City of Onalaska  
415 Main Street  
Onalaska, WI 54650  
608-781-9530

Bill Riddle  
Fire Chief, City of Sycamore  
535 DeKalb Avenue  
Sycamore, IL 60178  
815-895-4514

Keith Butler  
Emergency Management Director, La Crosse County  
333 Vine Street  
La Crosse, WI 54601  
608-789-4811

Alan Freitag  
Deputy Chief, Dane County Regional Airport/Truax Field  
3110 Mitchell Street  
Madison, WI 53704  
608-245-4443

Mike Kopp  
Fire Chief, City of Elmhurst  
209 N. York Street  
Elmhurst, IL 60126  
630-530-3090

Dr. Gary Hampton  
Dean; Applied Technology, Multimedia, & Public Service  
ACC Riverside Campus 1020 Grove Blvd.  
Austin, TX 78741  
512-223-6085/6076



OFFICE OF THE COUNTY EXECUTIVE

3

# Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: March 15, 2013  
To: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors  
From: Chris Abele, Milwaukee County Executive  
Subject: Appointment of Mr. Thomas Rosandich to the Local Emergency Planning Committee

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in Title III of the Superfund Amendment and Reauthorization Act of 1986, Resolution File 88-788, I am hereby appointing Mr. Thomas Rosandich, Chief – Oak Creek Fire Department, to serve on the Milwaukee County Local Emergency Planning Committee as the HazMat Team representative.

Chief Thomas Rosandich's resume is attached for your review.

Your consideration and confirmation would be appreciated

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

Chris Abele  
Milwaukee County Executive

Cc: Mark Borkowski Chair Judiciary, Safety and General Services Committee  
Kelly Bablitch, Chief of Staff, County Board  
Carl Stenbol, Director of Local Emergency Planning Committee  
Janelle Jensen, Committee Clerk  
Jennifer Collins, Research Analyst  
Chief Thomas Rosandich



OFFICE OF THE COUNTY EXECUTIVE

REVISED

# Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

Date: March 15, 2013

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

From: Chris Abele, Milwaukee County Executive

Subject: Appointment of Mr. Thomas Rosandich to the Local Emergency Planning Committee

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in Title III of the Superfund Amendment and Reauthorization Act of 1986, Resolution File 88-788, I am hereby appointing Mr. Thomas Rosandich, Chief – Oak Creek Fire Department, to serve on the Milwaukee County Local Emergency Planning Committee as the County Fire Chiefs Representative.

Chief Thomas Rosandich's resume is attached for your review.

Your consideration and confirmation would be appreciated

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

Chris Abele  
Milwaukee County Executive

Cc: Mark Borkowski Chair Judiciary, Safety and General Services Committee  
Kelly Bablitch, Chief of Staff, County Board  
Carl Stenbol, Director of Local Emergency Planning Committee  
Janelle Jensen, Committee Clerk  
Jennifer Collins, Research Analyst  
Chief Thomas Rosandich

Fire Chief

Thomas A. Rosandich

901 W. Walbrook Drive Oak Creek, WI 53154

(414) -764-2170-Home

(414)-349-4566-Cell

March 14, 2013

## **Objective**

My goals are to lead and create value as Fire Chief for the City of Oak Creek. This will be done by developing and improving partnerships within Oak Creek citizens, local city departments, and collaboration with other entities which share in our quest to serve and provide the best fire and EMS service in the region. I will market our department in a respectful and focused manner meeting all citizens' needs that request our service. We will provide an "all-hazards" approach to our city that has a variety of risk factors and respond and mitigate appropriately. We will also further educate our personnel and citizens in emergency situations to give prompt and proper care when an emergency arises. We will enhance the community with proper fire protection in new and existing buildings meeting the fire codes established by ordinance and law. Under the guise of Homeland Security be prepared for anything that comes our way foreign or domestic.

## **Educational Background**

### *Formal Education*

**November 2010 to May 2012 -Masters in Emergency Preparedness and Executive Fire Service Leadership** –Grand Canyon University, Phoenix, AZ-3.9 Graduated May 2012

**August 1998-May2002 -Graduated Bachelor Degree in Public Administration-** University of Upper Iowa-West Allis, WI

**January 1978 to May1980 -Graduated Associate Degree in Fire Science-**Milwaukee Area Technical College- With honors

**September 1977 to January 1978-University Of Wisconsin Milwaukee-**pursued core classes for degree in Architecture Fall 1977

**September 1974-June 1977** –Graduated Oak Creek High School in upper 15% of class

### *Certifications*

Certificate University of Wisconsin -Fire service portion of the Certified Public Manager Program 2009

FEMA incident command and management requirements for National Incident Management System-*see transcript*

State Certified Fire instructor since 1994 F06479

State Driver operator instructor-original class 1992

State Certified Company Officer (1993) J06479

State certified Firefighter II-B06479 (replaced I and II in 2002) B06479

State license Emergency Medical Technician since 1979 (23002)

Weapons of Mass Destruction Instructor July 22, 1998

Emergency Response to Hazmat incidents-2005 US Environmental Protection Agency (meets and exceeds State HAZMAT Technician)-Milwaukee Fire Department host 29 CFR1910.120

### **Continuing Education**

#### **Management**

Education methodology-1991 National Fire Academy

Conducting performance evaluations-American Management Association-2000

Assessment Centers what you need to know-2000 Resource Management Associates

Wisconsin State Fire Chiefs Association-Chiefing 101-2001

Basics of Workers compensation 2002-CVMIC

Ethics in the Firehouse-2003 FDIC

Open records laws-2005 CVMIC

Grant writing for the Fire Service-2005 The Idea Bank

Project Management-Career Track-2006

Legal updates-Mutual Aid agreements 2007-CVMIC

Fire Management-2008 CVMIC

Hiring practices-2008 CVMIC

Progressive Leadership 2008-FDIC

Work zone traffic safety 2008-CVMIC

Managing today's Fire Service 2010-Milwaukee County Fire Chiefs

#### **Fire/EMS**

Building Construction for the Fire Service-1989-Franics Brannigan MATC

Firefighter safety and the company officers responsibility-National fire Academy 1989

Company Officer 1993-Oklahoma State-IFSTA

Fire/Arson Detection-National Fire Academy 1994

Conducting basic fire inspections-National Fire Academy 1994

Aerial apparatus maintenance and failures-1997 Milwaukee Area Technical College

Critical incident Management initial Response 3 day course April 2001-Bowmac

Wisconsin State Fire chief-Pitfalls of Specialized Rescue June 21, 2001

Fire alarm Installation methods-National Training School-2002

Sprinklers from homes to high rise-National Fire Sprinkler Association-2002

Inspection, testing, and maintenance of water based fire protection systems-NFSA-2002

Fire investigation-Wisconsin Department of Justice 2002

Command control, communications of fire -Fire Dept Instructors Conference (FDIC) 2003

Excavation and trenching competent person-2004 CVMIC

Calling the MAYDAY-National Fire Academy 2005

Assuming Command-2005 FDIC

Managing Major fires-2005-FDIC  
National Fire Academy-Incident Safety Officer-2007  
Improving all hazards response through standardization, interoperability, and compatibility 2008-  
Fire department Instructors conference (FDIC)

Emergency Operations

Multiple Death disaster Managemnt-1995 Oklahoma city bombing-Wisconsin EM Domestic  
Preparedness Training -Weapons of Mass Destruction 1999 Milwaukee Cty EM  
Terrorism Planning -State of Wisconsin 2003  
State of Wisconsin Public Information training 2003  
Office of Justice-Homeland Security School Crisis Preparedness-2005  
Incident response to Terrorist bombings-New Mexico Tech-2007  
Prevention and Response to Suicide bombings-New Mexico Tech 2007  
State of Wisconsin -Incident Command interface with Emergency Operation Centers- 2007  
St. Petersburg college-Planning considerations for terrorism Response-2007-16 hours  
State of Wisconsin-Emergency Operations Center operations-2004  
Rutgers University-Public Transportation Emergency Preparedness 2010

Hazardous Materials

Liquefied Natural gas (LNG) 1990 Wisconsin Natural Gas  
Containment and recovery of oil spills in waterway 1999 Wisconsin DNR  
Advanced HAZMAT Certified- Emergency Response Railroad Tank Cars Training Pueblo  
Colorado 2000  
Law Enforcement Response to WMD 2001-Louisiana University (16 hours)  
Chemical, biological, Radiation terrorism response-2003 Lake County Illinois/Baltimore BC  
Melton  
Improvised Explosive Device Recognition-2003 Homeland Security and Milwaukee County  
sheriffs  
Pipeline Safety 2004 The Pipeline Group Indiana  
Weapons of Mass Destruction response-National Emergency Response & US Air force 2004

*Copies can be provided upon request*

**COUNTY OF MILWAUKEE**  
**Inter-Office Communication**

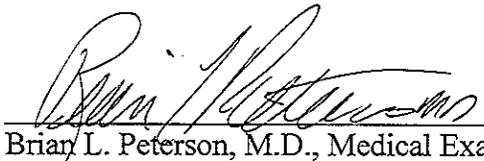
Date: March 29, 2012  
To: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors  
From: Brian L. Peterson, M.D., Medical Examiner  
Subject: **Request to apply for and accept grant money in the amount of \$66,200**

The Medical Examiner's Office requests the approval to apply for and accept Wisconsin Hospital Emergency Preparedness Program (WHEPP) grant money to assist with enhancing Milwaukee County's response to a mass fatality incident. The money will be used to purchase the following:

- Mobile morgue trailer (to be housed at General Mitchell Airport)
- Autopsy supplies
- Investigative supplies/personal protection equipment

The grant is administered by WHEPP as a sub grantee of the US Department of Health and Human Services, Health Resources and Services Administration for the National Bioterrorism Hospital Preparedness Program.

An appropriation transfer request will be submitted for consideration, once the grant is awarded, to the Committee on Finance and Audit to recognize the grant revenue and establish expenditure authority of \$66,200. There is no local match to the funding and therefore, no tax levy impact.



---

Brian L. Peterson, M.D., Medical Examiner

cc: Willie Johnson, Jr., Chair, Judiciary, Safety and General Services Committee  
Don Tyler, Director, Department of Administration  
Craig Kammholz, Fiscal and Budget Administrator  
Carol Mueller, Committee Clerk, County Board  
Cynthia Pahl, Assistant Fiscal and Budget Administrator

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

(ITEM ) , from the Milwaukee County Medical Examiner's Office requesting to apply for and accept a grant from the Wisconsin Hospital Emergency Preparedness Program (WHEPP) in the amount of \$66,200:

**A RESOLUTION**

WHEREAS, the Milwaukee County Medical Examiner's Office is charged with investigating all mass fatalities in Milwaukee County, and

WHEREAS the Wisconsin Hospital Emergency Preparedness Program (WHEPP) through a grant from the US Department of Health and Human Services, Health Resources and Services Administration for the National Bioterrorism Hospital Preparedness Program has made available \$66,200 to the Milwaukee County Medical Examiner's Office; and

WHEREAS, The Medical Examiner's Office has evaluated its anticipated mass fatality needs and determined the purchase of a mobile morgue trailer, autopsy supplies and investigative supplies/personal protection equipment would best meet the needs of the office in the event of a mass fatality incident; now, therefore,

BE IT RESOLVED, The Milwaukee County Medical Examiner's Office is hereby authorized to apply for and accept grant monies in the amount of \$66,200 from WHEPP to enhance the Medical Examiner's Office response to mass fatality events.

**FISCAL NOTE**

There is no local match to the funding and therefore, no tax levy impact.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 03/29/2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Grant money from the Wisconsin Hospital Emergency Preparedness Program (WHEPP).

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact   | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required   | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget  | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget  |  |
| <input type="checkbox"/> Decrease Operating Expenditures  | <input type="checkbox"/> Use of contingent funds       |
| <input checked="" type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues  |  |

*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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	\$66,200	0
	Revenue	\$66,200	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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.<sup>1</sup> 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 Medical Examiner's Office requests authorization to accept and spend grant money in the amount of \$66,200 from WHEPP to assist with enhancing Milwaukee County's response to a mass fatality incident. The monies will be used to purchase the following:

- Mobile morgue trailer
- Autopsy supplies
- Investigative supplies/personal protection equipment.

There is no local match to the funding and therefore, no tax levy impact.

Department/Prepared By Karen Domagalski

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.

**INTEROFFICE COMMUNICATION  
COUNTY OF MILWAUKEE**

DATE: March 22, 2013

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Kimberly R. Walker, Corporation Counsel *KRW*  
Mark A. Grady, Deputy Corporation Counsel *MAG*

SUBJECT: Medical Examiner's Office Policies

We request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of the attached resolution and ordinance creation.

In October of 2012 (File No. 12-860), the Milwaukee County Board of Supervisors adopted a resolution authorizing and directing the Medical Examiner, together with Corporation Counsel, to develop and implement a detailed policy outlining the process of investigating all cases of death in law enforcement custody. The resolution also requested a report recommending how such policy changes could be codified into the Milwaukee County Code of General Ordinances in a manner which would not conflict with the duties enumerated to the Medical Examiner in Wisconsin state statutes.

At the March 11, 2013 meeting of the Committee on Judiciary, Safety and General Services (hereafter, "the Committee"), the Medical Examiner and Corporation Counsel presented an informational report (File No. 13-192), in response to the directive set forth in File No. 12-860, which contained recommended language which could be codified into the ordinances. The Committee referred the report back to Corporation Counsel with a request that Corporation Counsel return to the Board with an ordinance amendment for adoption in the April 2013 County Board Meeting Cycle. The attached resolution and ordinance amendment contains the language suggested in the report.

cc: Dr. Brian Peterson  
Amber Moreen  
Kelly Bablitch  
Janelle Jensen  
Jennifer Collins  
Raisa Koltun

1 From Corporation Counsel, pursuant to directions in File No. 13-192,  
2 recommending an ordinance pertaining to policies of the Medical Examiner's  
3 Office.

5 File No. 13-

8 **A RESOLUTION/ORDINANCE**

10 WHEREAS, in October 2012, the Milwaukee County Board of Supervisors  
11 adopted File No. 12-860, a resolution relating to a new policy with respect to  
12 action by the Medical Examiner in cases involving a death of a person in law  
13 enforcement custody; and

15 WHEREAS, the aforementioned resolution authorized and directed the  
16 Medical Examiner to develop and implement a detailed policy outlining the  
17 process of investigating all cases of death in law enforcement custody; and

19 WHEREAS, File No. 12-860 also requested that the Medical Examiner work  
20 with Corporation Counsel to prepare a report recommending how such changes  
21 could be codified into the Milwaukee County Code of General Ordinances in  
22 such a manner which would not conflict with the duties enumerated to the  
23 Medical Examiner in Wisconsin State Statutes; and

25 WHEREAS, at the March 2013 meeting of the Committee on Judiciary,  
26 Safety and General Services (hereafter, "the Committee"), the Medical Examiner  
27 and Corporation Counsel presented an informational report (File No. 13-192) in  
28 response to the directive set forth in File No. 12-860, which contained  
29 recommended language, which could be codified into the ordinances; and

31 WHEREAS, the Committee referred the report back to Corporation  
32 Counsel with a request that Corporation Counsel return to the Board with an  
33 action report, incorporating their suggestions into the ordinances, in the April  
34 2013 County Board Meeting Cycle; and

35

36 WHEREAS, the following ordinance reflects the suggested language  
37 included in the aforementioned report; now, therefore

38

39 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby  
40 amends the Milwaukee County Code of General Ordinances by adopting the  
41 following:

42

43

**AN ORDINANCE**

44

45 The County Board of Supervisors of the County of Milwaukee does ordain  
46 as follows:

47

48 **SECTION 1: Chapter 96 of the General Ordinances of Milwaukee County is**  
49 **created as follows:**

50

51 **Chapter 96. Office of the Medical Examiner; Policies.**

52

53 (1) The Medical Examiner has the discretion under state statute, with certain  
54 exceptions, to determine whether to conduct an autopsy. In making the  
55 determination whether to conduct an autopsy or, after deciding to  
56 conduct an autopsy, when making the determination of the cause and  
57 manner of death, the Medical Examiner shall utilize all information of  
58 whatever kind that a reasonable Medical Examiner would utilize under the  
59 same or similar circumstances.

60

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

65

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

68

69 (3) The Medical Examiner shall review and approve all death certificates  
70 signed by assistant medical examiners in cases where the autopsy was

71 performed following the death of an individual in the custody of any  
72 governmental entity or agency.

73

74 (4) The Medical Examiner shall maintain written policies setting forth the  
75 obligations of members of his office to fulfill the provisions of this  
76 Chapter.

77

78

79

80 **SECTION 2:** This ordinance shall become effective upon passage and  
81 publication.

82

83

84

85

86

## MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: March 22, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A resolution and ordinance creating Chapter 96 related to policies of the Office of the Medical Examiner.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><br><input checked="" type="checkbox"/> Existing Staff Time Required<br><br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><br><input type="checkbox"/> Decrease Operating Expenditures<br><br><input type="checkbox"/> Increase Operating Revenues<br><br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><br><input type="checkbox"/> Decrease Capital Expenditures<br><br><input type="checkbox"/> Increase Capital Revenues<br><br><input type="checkbox"/> Decrease Capital Revenues<br><br><input type="checkbox"/> 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.*

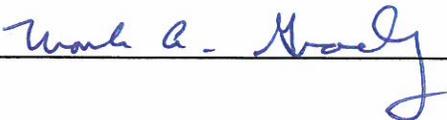
	Expenditure or Revenue Category	Current Year	Subsequent Year
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## 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.<sup>1</sup> 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. An ordinance creating Chapter 96 to adopt policies governing the Office of the Medical Examiner.
  - B and C. The ordinance will require staff time for the Office of the Medical Examiner to implement the policy changes and to monitor the record requests set forth in the ordinance, but the ordinance has no direct costs or budgetary impacts.

Department/Prepared By Corporation Counsel

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.



David A. Clarke, Jr.  
Sheriff

County of Milwaukee  
**Office of the Sheriff**

---

**DATE:** April 3, 2013

**TO:** Supervisor Mark Borkowski, 11<sup>th</sup> District  
Chairman, Judiciary, Safety and General Services

**FROM:** Edward H. Bailey, Inspector, Milwaukee County Office of the Sheriff

**SUBJECT:** **From the Office of the Sheriff, providing a report related to Federal Forfeiture expenditures in compliance with the County FY2013 Budget, and updating the response to the audit entitled *Milwaukee County Office of the Sheriff's Federal Asset Forfeiture Fund Expenditures Comply with Program Criteria but Improvement Needed in Reporting Accuracy, Compliance with County Procurement Procedures.* (INFORMATIONAL ONLY)**

**BACKGROUND:** In 2012, the MCSO participated in the audit and subsequent reporting on the Milwaukee County Office of the Comptroller Audit Services Division's review of Milwaukee County Office of the Sheriff's Use of Federal Asset Forfeiture Program Funds. The subsequent report, *Milwaukee County Office of the Sheriff's Federal Asset Forfeiture Fund Expenditures Comply with Program Criteria but Improvement Needed in Reporting Accuracy, Compliance with County Procurement Procedures*, was then presented to the Committee. In that process, the MCSO provided responses to recommendations by the Audit Services Division. Included in these responses, the MCSO agreed to implement a system whereby travel costs charged to the Forfeiture Fund can be clearly identified and properly supported; Comply with Federal Forfeiture Fund guidelines by following all applicable County laws, rules, regulations and orders governing the use of public fund; and comply with the purchasing requirements as set forth in Chapter 32.20 of the County Ordinances when making purchases involving Forfeiture Funds. In a related action, under an amendment approved in the FY2013 Budget the board replaced language in such a manner as to request that the MCSO report to the Committee on Judiciary, Safety and General Services no later than April 2013, regarding Forfeiture funds compliance with Milwaukee County procurement rules.

*Service to the Community Since 1835*

821 West State Street • Milwaukee, Wisconsin 53233-1488  
414-278-4766 • <http://www.mksheriff.org>

**STATUS: Milwaukee County FFF / 2013 YTD**

The Office of the Sheriff has implemented a new tracking and control system for all travel within the Office of the Sheriff. This system complies with county travel rules in that it clearly identifies and supports travel costs charged to the Federal Forfeiture Fund. The system continues the prior practice of reporting on expenses based upon the travel documentation and receipts submitted with expense reports. Final expense reports and supporting documentation are retained in regular and federal forfeiture travel files by the month expensed for easy access and expense verification. In addition, all Federal Forfeiture travel expenses charged to County travel credit cards are now reimbursed quarterly eliminating the need for expense accruals at year end which had been problematic.

In 2013 to date, the only expenditures from the FFF fund have been related to training, and reimbursement to the County Treasurer related to 2011 and 2012 travel identified in the audit:

**01/2013**

Transfer to Treasurer related to 2011 travel	\$20951.74
Transfer to Treasurer related to 2012 travel	\$ 7240.69

**03/2013**

HubieFit	\$150
----------	-------

YTD, the MCSO has not had occasion to conduct goods / services purchasing through County Procurement. Moving forward, it does intend to use those processes as levels / situations warrant.

**S:// Edward H. Bailey, I7**

Edward H. Bailey, Inspector  
Milwaukee County Office of the Sheriff

*Service to the Community Since 1835*

821 West State Street • Milwaukee, Wisconsin 53233-1488  
414-278-4766 • <http://www.mksheriff.org>



David A. Clarke Jr.  
Sheriff

County of Milwaukee  
**Office of the Sheriff**

---

**Date:** March 12, 2013

**To:** County Executive Chris Abele  
Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors  
Director Don Tyler, Department of Administrative Services

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

**Subject:** **Notification of Emergency Purchase of Psychiatric Services Contract**

Pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff has entered into an emergency one (1) year contract to provide mandated psychiatric services for the 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 Christensen lawsuit agreement requires the Sheriff's Office to provide the full time equivalent of 1.7 psychiatric positions in the Medical Unit of Detention Services. The Sheriff has been trying unsuccessfully to hire psychiatrists to fill these positions based on approved rates of compensation (\$125/hr) for the past four to five years. The last psychiatrist on our payroll was part time and left July 2011.

Immediate action is required to preserve and protect the psychiatric health and welfare of our correctional inmates. We have been able to engage the psychiatric services of a full time psychiatrist by contracting with Armor Correctional Health Services, Inc. Armor Correctional Health Services, Inc. is a physician and minority-owned enterprise that provides comprehensive medical, dental and mental health services for approximately 12 correctional systems. Armor will provide the Sheriff a full time onsite certified professional at a contracted rate of \$150/hr plus a one-time recruitment fee of \$12,000.

### Program Effect

This contract allows us to provide expanded psychiatric services at the Community Correctional Facility Central and Community Correctional Facility South. The court monitor, Dr. Shansky, is closely following our provision of psychiatric services to inmates and the addition of this contracted service helps us towards fulfilling the mandated services of 1.7 FTE.

### Fiscal Effect

The 2013 Budget transfers the responsibility of Inmate Medical and Mental Health for both Correctional Facilities to the New House of Correction effective July 31, 2013. Circumstances and litigation may delay or inhibit implementation. The 2013 Budget prepared for the New House of Correction provided only 1 full-time staff psychiatrist at a salary of \$182,154 (excluding benefits). This one (1) year contract with Armor Correctional Health Services, Inc. fulfills an immediate need for a full-time psychiatrist at a rate of \$150/hr and guarantees daily staffing including holidays.



Richard Schmidt, Inspector  
Milwaukee County Office of the Sheriff

cc: Josh Fudge, Fiscal Management Analyst, Dept of Administrative Services – Fiscal & Strategic  
Mark Borkowski, Chairperson, Judiciary, Safety and General Services Committee  
Janelle Jensen, Chief Committee Clerk, Judiciary, Safety and General Services Committee  
Jennifer Collins, Research Analyst, Judiciary, Safety and General Services Committee  
David Cullen, Co-Chairperson, Finance, Personnel and Audit Committee  
Willie Johnson, Jr., Chairperson, Finance, Personnel and Audit Committee  
Carol Mueller, Chief Committee Clerk, Finance, Personnel and Audit Committee  
Steve Cady, Research Analyst, Finance, Personnel and Audit Committee  
Nelson Soler, Director, Community Business Development Partners  
Cynthia VanPelt, Executive Director, Risk Management  
Kimberly Walker, Corporation Counsel  
Richard Schmidt, Inspector, Sheriff's Office  
Edward Bailey, Inspector, Sheriff's Office  
Debra Burmeister, Major, Sheriff's Office  
Bill Lethlean, Accounting Manager, Sheriff's Office

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this 12<sup>th</sup> day of March, 2013 by and between Armor Correctional Health Services, Inc. having their offices at 4960 S.W. 72<sup>nd</sup> Avenue, Suite 400, Miami, FL 33155 (hereinafter "Contractor"), and Milwaukee County, by Sheriff David A. Clarke Jr., (hereinafter referred to as "County"). In consideration of the mutual promises contained in this agreement, County will pay Contractor no more than \$327,000.00 to provide Psychiatric Services at Milwaukee County Correctional Facility Central and Correctional Facility South. At such time as the fees for such professional services approach the \$327,000.00 amount, Contractor and County will discuss entering into a further extension or amendment of this agreement. Contractor shall commence services as soon as this Agreement is executed and continue thereafter as determined by Sheriff David A. Clarke Jr., in his capacity as a Sheriff of Milwaukee County.

Contractor and County agree that services will be provided at a rate of \$150 per hour plus \$12,000 for recruitment and placement of an onsite psychiatrist. Contractor shall provide the County with invoices that include the name of the individual psychiatrist who performed services, the actual hours worked, the task(s) performed, and any out-of-pocket expenses as may be authorized in advance by the County. Contractor's psychiatrist shall work 40 hours each week, Monday through Friday.

### **Term**

This agreement shall become effective upon the date it is fully executed and continue for one (1) year.

### **Provisions**

Nothing contained in this Agreement shall constitute, or be construed to create a partnership or joint venture between the County and Contractor. In entering into this Agreement and in performing the services required under it, Contractor will be acting at all times as an independent contractor.

Contractor shall indemnify Milwaukee County for, and hold it harmless from all liability claims and demands on account of injuries, loss or damage of any kind whatsoever, including worker's compensation claims, which arise out of, or are in any manner connected with the performance of the Agreement, based on injury or damage being caused by negligence or other fault of the Contractor, its subcontractors, if any, or the agents or employees of either. Contractor shall, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such liability, damage, loss, claims, demands and actions.

Contractor agrees to permit authorized representatives of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all records relating to the carrying out of this Agreement for a period of up to three years after completion of the Agreement. Contractor further understands that oral and written communication with Milwaukee County regarding the professional psychiatric services provided on behalf of the County are confidential. No aspect of Contractor's representation may be discussed with any individual other than Sheriff David A. Clarke Jr., or an individual designated by Sheriff David A. Clarke Jr., unless Contractor receives prior written authorization for such discussion.

All reports, correspondence, data and other material provided furnished, or assembled by Contractor for the purpose of legal representation to the County shall be the exclusive property of the County. No portion of the work covered by this Agreement may be assigned or subcontracted out without the prior written consent of the County.

Contractor hereby attests that it is familiar with, and agrees to abide by Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his

immediate family, may 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."

### **Indemnity**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all liability, including, but not limited to, costs and attorney's fees, all claims and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with any of the activities covered by this Contract. Notwithstanding the forgoing, because Contractor will be working under the direction of Milwaukee County personnel, Contractor shall not be liable and shall be defended and indemnified by Milwaukee County from and against any and all liability, including, but not limited to, costs and attorney's fees, all claims and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Milwaukee County to the extent such arise out of or relate to Contract personnel following direction of Milwaukee County personnel.

### **Insurance**

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as set forth below. Should Milwaukee request additional amounts, Contractor shall use reasonable effort to obtain such and Milwaukee shall reimburse County the actual cost associated therewith. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commencing under this Agreement.

Contractor shall provide evidence of the following coverages and minimum amounts.

It is understood and agreed that Contractor shall obtain information on the professional liability coverages of all sub-consultants and/or subcontractors in the same form as specified above for review of the County.

Type of Coverage	Minimum Limits
<b>Wisconsin Workers' Compensation</b>	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
<b>Employer's Liability</b>	\$100,000/\$500,000/\$100,000
<b>Commercial Or Comprehensive General Liability</b>	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
<b>Professional Liability</b>	
Errors & Omissions	\$1,000,000 Per Occurrence
<b>Automobile Liability</b>	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned	
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County, as its interests appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. Disclosure must be made of any non

standard or restrictive additional insured endorsement, and any use of non standard or restrictive additional insured endorsement will not be acceptable, a thirty (30) day written notice of cancellation, nonrenewal, or material change shall be afforded to the County.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used. Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Agreement. A copy of this Agreement shall be binding and regarded as if signed in the original. Notices to Milwaukee County provided for in this Agreement shall be sufficient if sent by mail, postage prepaid, addressed to:

Milwaukee County Office of the Sheriff,  
Sheriff David A. Clarke, Jr.,  
821 West State Street, Room 107,  
Milwaukee, WI 53233-1488,

and notices to Contractor shall be sufficient if sent by mail to:

Armor Correctional Health Services, Inc.,  
Attention Law Department,  
4960 S. W. 72<sup>nd</sup> Avenue, Suite 400,  
Miami, FL 33155.

#### **TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this contract upon the failure of the County to pay any amount which may become due hereunder for a period of thirty (30) days following submissions of appropriate billing and support documentation. Upon said termination, contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

### **TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR**

If Contractor fails to fulfill its obligations under this contract in a timely and proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall be terminated if, upon receipt of the notice, contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by contractor for use in completing this contract.

### **UNRESTRICTED RIGHT OF TERMINATION**

Both party reserves the right to terminate this contract at any time for any reason by giving the other party thirty (30) days written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate monies required for the completion of the contract. If Contractor exercises their unrestricted right of termination the \$12,000 fee will be refunded to County on a prorated basis at a rate of \$1,000 per month of unfulfilled services.

If Contractor's Psychiatrist quits or is terminated for cause, Contractor will use reasonable efforts to locate a replacement, but given that Contractor is not in the business of leasing employees, Contractor may, without penalty, opt to immediately terminate this Agreement, and shall refund a prorated portion of the \$12,000 fee at a rate of \$1,000 per month of unfulfilled services. It is understood by both parties that Contractor is leasing the psychiatrist under this Agreement as an accommodation to the County.

MISCELLANEOUS

Upon termination, Contractor shall cease providing professional psychiatric services and shall turn over all work product to the County.

During the period of this Agreement, Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of Contractor, has a conflict of interest. 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 hereunder in compliance with all applicable state, local, or federal laws, rules, regulations and orders.

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

Milwaukee County

Kevin A. Clarke Jr.  
Sheriff's Office Date

Contractor

[Signature]  
Chief Operating Officer Date 3/12/2013

Approved as to appropriate use  
of form and independent contractor status

Deputy Wade A. Moody 3/12/13  
Corporation Counsel Date

Reviewed by Risk Management

[Signature] 3/12/13  
Risk Manager Date  
Approved as to insurance requirements

Approved with regards to Chapter 42  
County General Ordinances:

[Signature] 3-12-13  
CDBG Director Date

**-COUNTY OF MILWAUKEE-**  
INTEROFFICE COMMUNICATION

DATE: March 28, 2013

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

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

SUBJECT: Fiscal Analysis of the Sheriff's Proposal to Contract with Armor Correctional Health Services, Inc. to Provide Inmate Medical and Mental Health Services at County Correctional Facilities

**REQUEST**

The Judiciary, Safety and General Services Committee has requested a fiscal analysis of the Sheriff's proposal to contract with Armor Correctional Health Services, Inc. (Armor) to provide inmate medical and mental health services at the County correctional facilities.

**BACKGROUND**

The Office of the Sheriff is requesting authorization to enter into a contract with Armor to provide all inmate medical and mental health services at the County's correctional facilities, with an initial two year term with four additional one-year renewal options. According to the Sheriff's request, this contract would provide these services at a level sufficient to achieve compliance with the Christensen Consent Decree. The proposed staffing level has been reviewed and approved by the Court Monitor assigned to review the provision of inmate medical and mental health services.

**2013 Impact**

The proposed contract would cost \$16,217,380 in the first year, which would have begun on April 1 and ended March 31, 2014 had the contract been approved during the March Board cycle. For the purpose of this analysis it is assumed that if the contract is approved in the April cycle, the first year will begin May 1 and end on April 30, 2014.

The 2013 Adopted Budget provides a total of \$17,568,372 in expenditures and \$40,000 in revenues, for a net tax levy cost of \$17,528,372 to operate the program. In addition, there is a capital project that would create an electronic medical records (EMR) system for the unit that has a cost of \$2,000,000, which is

funded entirely by tax levy. This brings the total tax levy cost of the program in 2013 to \$19,528,372.

Included in the adopted operating budget for the program is \$2,249,120 in legacy fringe benefit costs and \$979,741 in internal crosscharges that would not be "saved" as a result of the privatization of this service. These costs would be re-allocated across the County. This reallocation would result in a slight levy savings as additional costs are allocated to revenue-supported programs such as the Airport. However this reallocation would take place in the 2014 budget, so no tax levy reduction would be realized in 2013.

On a pro-rated basis, the 8-month operating cost for the program (not including the EMR capital project), net of revenues, legacy fringe benefits, and internal crosscharges is estimated at \$9,533,007

<b>2013 Adopted Operating Net Tax Levy</b>	<b>\$17,528,372</b>
<i>Less Legacy Fringe</i>	<i>(\$2,249,120)</i>
<i>Less Internal Crosscharges</i>	<i>(\$979,741)</i>
<b><u>Savable Tax Levy (12 Months)</u></b>	<b><u>\$14,299,511</u></b>
<b>Pro-Rated Savable Tax Levy - 8 Months</b>	<b>\$9,533,007</b>

In addition to the \$9.5 million in net operating levy, the entire cost of the EMR capital project would be saved in 2013, as no action has yet been taken to implement the project. This brings the total tax levy savings to \$11,533,007.

The pro-rated cost of the Armor Contract is estimated at \$10,811,587. Additionally, all current employees in the unit would be paid for their current holiday, vacation, personal time at 100% of their current salary rate, and for a portion of their sick balances. As of March 15, these employees have a total balance of approximately 10,900 hours of vacation, holiday and personal time; and approximately 19,800 hours of sick time. Based on current rates of pay, the estimated cost of the vacation, personal and holiday time is approximately \$289,535. It is assumed a small amount of sick time would be paid out to those who retire.

In addition, while Armor has indicated it will make an effort to retain the existing County employees, it should be assumed that some unemployment compensation costs will be realized. Only ten of the current 112 employees are eligible to retire. In 2010, when 28 Security Workers received back pay as a result of an arbitration case, their unemployment compensation totaled approximately \$99,000. Assuming a very large number of the current inmate medical and mental health employees find employment with Armor or in other areas, the estimated unemployment costs in 2013 total \$75,000. It should be noted that costs could be higher if individuals are not placed in other employment quickly.

The net impact of these items in 2013 is an estimated tax levy reduction of \$356,885, as shown in the table below.

<b>Estimated 2013 Impact, May 1 Implementation</b>	
Elimination of Net Operating Expenses, May 1 - December 31	(\$9,533,007)
Elimination of EMR Capital Project WO444	(\$2,000,000)
Pro-Rated Contract Cost	\$10,811,587
Estimated Unemployment Compensation Costs	\$75,000
Estimated Sick/Vacation/Holiday/Personal Payouts	\$289,535
<b>Net Tax Levy Cost/(Savings), 2013</b>	<b>(\$356,885)</b>

It should be noted that, if not for inclusion of the one-time cost of the EMR capital project, the net tax levy cost would be \$1,643,115 in 2013.

This analysis is based on the "base compensation" terms of the contract in comparison with the 2013 Adopted Operating and Capital Budgets. However, there are other terms of the proposed contract that would have an impact in 2013 and in subsequent years:

1. Section 1.5(c) of the contract, relating to limitations on medical services, provides a cap of \$800,000 on Armor's liability for outside medical services, mainly including hospitalization, emergency transportation, off-site and specialty medical costs. The proposed contract indicates that Armor will provide many of the specialized services for which the Sheriff currently contracts (radiology, laboratory, dentistry, psychiatry), so it is assumed the \$800,000 cap would mostly apply to hospitalization costs. The 2013 Adopted Budget for this service is \$1 million. Hospitalization and transportation costs, mainly provided by a contract with Wisconsin Physicians Service, totaled approximate \$1 million in 2010, \$956,000 in 2011, and \$842,925 in 2012. If Armor is unable to reduce outside hospitalizations to below \$800,000, the impact to the County could be as high as \$200,000 annually.

2. Section 1.11 of the contract, relating to pharmacy costs, provides a cap of \$990,000 on Armor's liability for drug costs. Total expenses on drugs were \$900,000 in 2010, \$1,065,000 in 2011, and \$920,000 in 2012. If drug expenses spike as they did in 2011, the impact to the County could be as high as \$75,000 annually.

3. Section 8.3 of the contract, related to equipment maintenance and replacement, provides that the Sheriff will be responsible for replacement costs of all equipment with a per-unit cost of \$501 or higher. No estimate exists for possible costs of this equipment.

4. Article 10, related to compensation, provides that the base rate will apply so long as the monthly average daily population (ADP) at both facilities remains between 2,400 and 2,600. If the ADP falls below 2,400, Armor would credit the County \$1.44 per inmate per day. If the ADP rises above 2,600, the County would pay Armor a per diem cost of \$1.44 per inmate per day. Data indicates that inmate population has remained within this range in recent months. However, if crime rises or other policy changes result in a higher ADP, this could have a significant impact on the County. The contract also requires, in section 3.1, that if the ADP is out of this range for an extended period of time, the staffing levels shall be adjusted, which would have a positive or negative impact on the base rate. According to data provided by the Circuit Courts, the average total population over a three-week period was 2,437.

#### **Subsequent Year Impact**

An analysis of the subsequent year impacts is difficult because the proposed contract does not include a set increase rate. Section 10.3 requires Armor and the Sheriff to come to a "mutual written agreement" on compensation for the subsequent 12-month periods.

Assuming the contract is adopted in the April cycle, the base rate would remain unchanged through April 30, 2014. After that point, assuming no significant change in the ADP, the contract would presumably rise by some inflationary amount to account for rising employee and medical treatment costs. The most recent CPI increase in the Milwaukee region was 1.9 percent in 2012. Because personnel costs and medical equipment/service costs traditionally increase at a rate higher than CPI, a 3.5 percent increase will be assumed.

Based on these assumptions, the Armor contract would cost a total of \$16,595,786 in 2014. In comparison, total operating costs for the program would be \$14,886,886, not including legacy fringe costs or internal service charges (since these costs could not be saved). In addition to these operating costs, based on experience with the EMR project at the Behavioral Health Division, it is assumed that approximately \$700,000 in consulting and licensing costs would be required in 2014 to implement the project in the second half of the year (as no progress has yet been made on the project and it is unclear when implementation might begin), or \$1.4 million on an annualized basis.

Based on these assumptions, it is estimated that the Armor contract would result in a net tax levy increase of \$1,248,900 in 2014. If, however, the cost of the contract remained flat in 2014, the net tax levy increase would be \$870,494.

These estimates do not include any possible impacts of the caps on outside hospitalization, drugs, or changes related to the ADP, or additional one-time costs needed to fund the implementation of the EMR capital project.

<b>Estimated 2014 Impact</b>				
<b>Item</b>	<b>Jan 1 - April 30</b>	<b>May 1 - December 31</b>	<b>Annual Total</b>	<b>Assumption</b>
Armor (Estimated)	\$5,405,793	\$11,189,992	\$16,595,786	3.5% Increase Effective May 1, 2014
County Personnel (Active Salary & Fringe)	\$3,831,624	\$7,663,249	\$11,494,873	5% increase in Active Costs
Operating Costs	\$1,130,671	\$2,261,342	\$3,392,013	Flat - No Increase
Consulting/Licensing - EMR Project	\$0	\$700,000	\$700,000	BHD Experience (1/2 Year)
Less: Revenues	(\$13,333)	(\$26,667)	(\$40,000)	Flat - No Increase
<b>TOTAL County Costs</b>	<b>\$4,948,962</b>	<b>\$10,397,924</b>	<b>\$15,346,886</b>	
<b>Cost/(Savings)</b>	<b>\$456,831</b>	<b>\$592,068</b>	<b>\$1,048,900</b>	

**Additional Considerations**

It should be noted that the proposed contract with Armor has been approved by the Christensen Consent Decree Court Monitor as a way to achieve compliance. It is possible that rejecting this proposed contract could lead to a finding of contempt by the Courts, which could have an unknown financial impact.

**Medical College of Wisconsin Proposal**

At the direction of the judge overseeing the legal action brought by the Sheriff related to the Christiansen Consent Decree, the County has been in contact with the Medical College of Wisconsin (MCW) to determine if an alternative arrangement can be implemented. County staff have met with representatives from the MCW and have been informed that MCW is not presently interested in providing these services for the County.

**RECOMMENDATION**

This report is for informational purposes only. No action is recommended.

**Prepared by:** Josh Fudge, Fiscal and Strategic Planning Analyst, Department of Administrative Services



---

Craig Kammholz  
Fiscal and Budget Administrator  
Department of Administrative Services

cc: Chris Abele, Milwaukee County Executive  
Marina Dimitrijevic, Chair, Milwaukee County Board of Supervisors  
David A. Clarke Jr., Milwaukee County Sheriff  
Kerry Mitchell, Director, Department of Human Resources  
Richard Schmidt, Inspector, Office of the Milwaukee County Sheriff  
Jennifer Collins, Research Analyst, Milwaukee 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.

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		

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.

<b>Total Hours and FTEs by Position</b>		
<b>POSITION</b>	<b>Hrs/Wk</b>	<b>FTE</b>
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
<b>Total Hours / FTE</b>	<b>5,260</b>	<b>131.50</b>

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.

## 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, 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

1  
2  
3 (ITEM ) From the Sheriff requesting to execute a Contract with Armor Correctional  
4 Health Services, Inc. to provide inmate medical and mental health  
5 services at the County Correctional Facilities of the Office of the  
6 Sheriff:

7 A RESOLUTION

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

12  
13 WHEREAS, in 1966, Milwaukee County became a defendant in litigation  
14 (Milton Christensen, et all vs. Michael J. Sullivan, et al) regarding Jail overcrowding  
15 and health care services and after extended negotiations in the class action lawsuit,  
16 a consent decree was entered into by Milwaukee County in 2001; and

17  
18 WHEREAS, one portion of the consent decree was the establishment of  
19 standards of medical and mental health care for inmates housed and a court  
20 appointed monitor who is currently Dr. Shansky; and

21  
22 WHEREAS, currently, there are 114 filled positions excluding hourly or pool  
23 employees and the Sheriff has encountered severe difficulties in hiring and retaining  
24 Medical Doctors and Psychiatrists for the inmate medical unit and to attempt to  
25 remain in compliance with the consent decree, the Sheriff has entered into multiple  
26 contracts for the provision of these services in the past few years but the contractual  
27 personnel have also been difficult to retain which has resulted in the Medical and  
28 Mental Health unit operating with vacant positions that should be filled in order for  
29 the Office of the Sheriff to be in compliance with the Christensen Consent Decree;  
30 and

31  
32 WHEREAS, the 2013 Requested Budget transfers the responsibility of Inmate  
33 Medical for both Correctional Facilities to the new House of Correction effective April  
34 1, 2013, however, circumstances and litigation may delay or inhibit implementation;  
35 and

36  
37 WHEREAS, due to the uncertainty of the intended budget transfer the Office  
38 of the Sheriff continues to be responsible for providing Inmate Medical Services to  
39 both Correctional Facilities; and

40  
41 WHEREAS, the Office of the Sheriff is proposing the outsourcing of the unit  
42 with Armor Correctional Health Services, Inc. at an annual contractual cost of  
43 \$16,217,380, based upon the proposed staffing of Dr. Shansky and including the  
44 use of Armor Correctional Health Services, Inc.'s EMR system and in addition, there  
45 are the following remaining county costs included in the 2013 budget request:  
46 legacy costs of \$4,999,050, crosscharges of \$979,741 and revenue of \$40,000 for a  
47 total 2013 projected cost of \$22,156,171; and

49 WHEREAS, the term of the contract is two years from April 1, 2013 to March  
50 31, 2015 and contains four one year renewals for a total contract term of 6 years;  
51 now, therefore,

52

53 BE IT RESOLVED, the Sheriff is hereby authorized to execute a contract for  
54 inmate medical and mental health services with Armor Correctional Health Services,  
55 Inc. at the County Correctional Facilities of the Office of the Sheriff for two years  
56 from April 1, 2013 to March 31, 2015 with four additional one year renewal options.

57

58 **Fiscal Note:** The 2013 anticipated costs of the contract with Armor  
59 Correctional Health Services, Inc. totals \$16,217,380. The cost  
60 includes use of Armor Correctional Health Services, Inc.'s EMR  
61 system. In addition, there are the following remaining county costs  
62 included in the 2013 budget request: legacy costs of \$4,999,050,  
63 crosscharges of \$979,741 and revenue of \$40,000 for a total 2013  
64 projected cost of \$22,156,171.

65

66 In addition to providing a updated EMR, Armor Correctional Health  
67 Services, Inc. will meet or exceed all requirements of the Christensen  
68 Consent Decree and will obtain NCCHC certification within twelve  
69 months. Projected costs for the inmate Medical and Mental Health unit  
70 for 2013 totaled \$17,599,836 if the service was continued to be  
71 provided by Office of the Sheriff personnel utilizing its current staffing  
72 plan of 121.3 positions after vacancy and turnover.

73

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 02/20/13

Original Fiscal Note     

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:**

- |   |  |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact                         | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required                           | <input type="checkbox"/> Decrease Capital Expenditures |
| X Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| X Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget                    |  |
| <input type="checkbox"/> Decrease Operating Expenditures                        | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues                            |  |
| <input type="checkbox"/> Decrease Operating Revenues                            |  |

*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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure		
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	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.<sup>1</sup> 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.

---

<sup>1</sup> 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.

<sup>2</sup> 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  No

Did CBDP Review?<sup>2</sup>  Yes  No  Not Required

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 2/20/13

Original Fiscal Note

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
- 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
<b>Operating Budget</b>	Expenditure	4,556,335	
	Revenue	0	
	Net Cost	4,556,335	
<b>Capital Improvement Budget</b>	Expenditure	0	
	Revenue		
	Net Cost	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.<sup>1</sup> 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.

---

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

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature *William R. Lethlean*

Did DAS-Fiscal Staff Review?  Yes  No

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

THIS HEALTH SERVICES AGREEMENT ("Agreement") between the Milwaukee County Sheriff's Office (hereinafter referred to as the "Sheriff"), and Armor Correctional Health Services, Inc., a Florida corporation, (hereinafter referred to as "Armor" or "Contractor"), is dated for reference purposes as of the \_\_\_\_ day of \_\_\_\_ 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

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

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.

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

(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.

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

(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,

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

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 Sheriff's 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**

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

**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

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

(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 aforesaid 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

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

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

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

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. Sheriff's 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, Sheriff's 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.

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

**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 extent 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

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

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 Sheriff's 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

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

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.

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

(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

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

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.

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

**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**  
**Wisconsin Workers' Compensation**  
or Proof of all States Coverage

**Minimum Limits**  
Statutory

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

<b><u>Employers' Liability</u></b>	\$100,000/\$500,000/\$100,000
<b><u>Commercial General Liability</u></b>	
Bodily Injury & Property Damage	\$1,000,000 – Per Occurrence
Incl. Personal Injury, Fire, Legal	
Contractual & Products/Completed	\$1,000,000 – General Aggregate
Operations	
<b><u>Automobile Liability</u></b>	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos – Owned, Non-Owned	
and/or Hired	
Uninsured Motorists	Per Wisconsin Requirements
<b><u>Professional Liability</u></b>	
To include Certified/Licensed Mental	\$1,000,000 Per Occurrence
Health and Licensed Physician or	\$5,000,000 Annual Aggregate
any other qualified healthcare provider	
as required by State Statute	

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

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

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

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

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

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

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. 9<sup>th</sup> 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:

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

Notice to Milwaukee County

Richard Schmidt  
Inspector  
Milwaukee County Jail  
949 North 9<sup>th</sup> 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 Sheriff's 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

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

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 Sheriff's 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.

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

**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. Sheriff's 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 Sheriff's 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 Sheriff's 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.

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

**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 Sheriff's 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 Sheriff's 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

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

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."



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

**Exhibit A**

<b>Tota Hours and FTEs by Position</b>		
<b>POSITION</b>	<b>Hrs/Wk</b>	<b>FTE</b>
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
<b>Total Hours / FTE</b>	<b>5,260</b>	<b>131.50</b>



## OFFICE OF CORPORATION COUNSEL

KIMBERLY R. WALKER  
Corporation Counsel

MARK A. GRADY  
Deputy Corporation Counsel

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

10

DATE: March 26, 2013

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Molly Zillig, Principal Assistant  
Milwaukee County Corporation Counsel

SUBJECT: Glenn R. Fieldbinder v.  
Milwaukee County Department of Health and Human Services  
ERD Case No. CR201102226  
EEOC Case No. 26G201101243C

Please refer this matter to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve a settlement. Mr. Fieldbinder (white male), a former Milwaukee County employee, has sued Milwaukee County alleging racial discrimination. He worked until 2011 at the Department of Health and Human Services in the Housing Division as a Housing Program Coordinator. He alleges that over the last several years there have been multiple Program Coordinators in the Housing Division doing the same job. Over the years, two of them were African American and were in a higher pay grade, 31M; Mr. Fieldbinder was in pay grade 28M. The department understands that all of the program directors have performed the same job duties and there should not be a difference in pay grade. The position itself, like many others, is under compensation study.

Settlement of this matter will result in a payment by Milwaukee County to Mr. Fieldbinder of back wages in the amount of \$17,014.40 minus appropriate payroll deductions for two (2) years of back pay considered earned in 2010 and 2011. In addition, the Employees Retirement System will recalculate his final average salary to reflect two of his final years at the 31M pay grade. This recalculation will result in an increased pension benefit in the future and a retroactive pension payment of \$2,594.51 for his increased pension benefits in 2011 - 2013.

The Office of Corporation Counsel and the Wisconsin County Mutual Insurance Corporation recommend approval of this settlement.



---

Molly J. Zillig  
Principal Assistant Corporation Counsel

MJZ/smm

cc: Amber Moreen  
Kelly Bablitch  
Jennifer Collins  
Janelle Jensen  
Ara Garcia  
James Mathy  
Raisa Koltun

1 From Corporation Counsel requesting approval of a settlement with Glen  
2 Fieldbinder.

3  
4  
5  
6  
7

File No. 13-  
(Journal, )

8 A RESOLUTION

9 WHEREAS, Glenn R. Fieldbinder, a former Milwaukee County employee,  
10 worked as a Housing and Program Coordinator from 1999 until his retirement in  
11 2011; and,

12

13 WHEREAS, Mr. Fieldbinder alleges that he suffered discrimination based on  
14 his race in that he performed the same job as African-American program  
15 coordinators in his division at a lower pay grade than they received; and,

16

17 WHEREAS, Mr. Fieldbinder claims losses of more than \$25,000.00 for lost  
18 wages, pension benefits, and compensatory damages; and,

19

20 WHEREAS, a settlement has been negotiated calling for payment by  
21 Milwaukee County to Mr. Fieldbinder of back wages in the amount of \$17,014.40  
22 minus appropriate payroll deductions for two (2) years of back pay considered  
23 earned in 2010 and 2011. In addition, the Employees Retirement System will  
24 recalculate his final average salary to reflect two of his final years at the 31M  
25 pay grade. This recalculation will result in an increased pension benefit in the  
26 future and a retroactive pension payment of \$2,594.51 for his increased pension  
27 benefits in 2011 - 2013; and,

28

29 WHEREAS, Corporation Counsel recommends said payment; and,

30

31 WHEREAS, the Committee on Judiciary, Safety and General Services at its  
32 meeting on April 11, 2013, voted in ( ) to recommend payment; now,  
33 therefore;

34

35 BE IT RESOLVED, that in return for a dismissal of his complaint and a full  
36 settlement and release of all claims arising out of the alleged discrimination, the  
37 Milwaukee County Board of Supervisors does hereby approve the payment by  
38 Milwaukee County to Mr. Fieldbinder of back wages in the amount of \$17,014.40  
39 minus appropriate payroll deductions for two (2) years of back pay considered  
40 earned in 2010 and 2011, and approves the recalculation by the Employees  
41 Retirement System of his final average salary to reflect two of his final years at  
42 the 31M pay grade, which recalculation will result in an increased pension  
43 benefit in the future and a retroactive pension payment of \$2,594.51 for his  
44 increased pension benefits in 2011 - 2013.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** March 26, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A resolution to approve the settlement of a discrimination lawsuit filed by Glenn R. Fieldbinder.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input checked="" type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><input type="checkbox"/> 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
<b>Operating Budget</b>	Expenditure	17,014.40	
	Revenue		
	Net Cost	17,014.40	
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

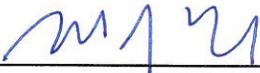
## DESCRIPTION OF FISCAL EFFECT

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

Approval of this resolution will result in the payment of \$17,014.40 in back wages less appropriate payroll deductions from the salary account budget of DHHS. In addition, the retirement system will make a retroactive pension payment of \$2,594.51.

Department/Prepared By Corporation Counsel

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No

Did CBDP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.

**INTEROFFICE COMMUNICATION  
COUNTY OF MILWAUKEE**

DATE: March 27, 2013

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: James M. Carroll, Principal Assistant Corporation Counsel

SUBJECT: Jimmy Newmy, et al. v. Milwaukee County, et al.  
Milwaukee County Case No. 2012CV005229

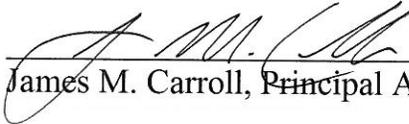
I request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement. I request authority to settle this case for the total sum of \$20,000.00, which will be paid by Wisconsin County Mutual Insurance Corporation.

This case involves two personal injury claims resulting from a March 26, 2011 motor vehicle accident. The accident occurred at approximately 10 a.m. at the intersection of Appleton Avenue and Grantosa Drive in Milwaukee. A Milwaukee County employee was driving a Milwaukee County truck with a snow plow and salting equipment attached. Plaintiff Jimmy Newmy was driving a 2001 Mercedes Benz CL500 owned by his co-plaintiff (and brother), Percy Morgan. Morgan was a rear seat passenger at the time of the accident. Patrice England, who is not a party to this action, was in the front passenger seat. Neither plaintiff was wearing a seatbelt at the time of the accident. While the plaintiffs and the defendant relate different versions of how the accident occurred, it is clear that the Milwaukee County vehicle was making a right turn when it struck the driver's side of the Newmy vehicle. Both Newmy and Morgan have filed personal injury claims. This memo and resolution pertain only to Newmy's claims; Morgan's claims have not been settled.

Newmy claims \$11,119.00 in medical expense for treatment of soft tissue injuries to his neck, back, and right shoulder. He is not claiming any permanent injury. He has a history of pre-existing back problems; specifically, a multi-level lumbar fusion surgery in 2009 that resulted from a serious auto accident. Newmy testified at his deposition that he was still impaired by his 2009 injuries at the time of the March 2011 accident. He claims that the 2011 accident aggravated his back condition. He maintains that he is still bothered by injuries to his shoulder and back sustained as a result of this accident.

Per the court's direction, the parties mediated this matter on March 22, 2013. The mediation resulted in this proposed settlement. The settlement provides that the Wisconsin County Mutual Insurance Corporation will pay to Mr. Newmy and his attorneys \$20,000.00. In return, Mr. Newmy will dismiss his suit and provide the County with a full and complete release from any liability. The payment will be applied to the County's deductible with the County Mutual.

Corporation Counsel and the Wisconsin County Mutual recommend this settlement for approval.

  
James M. Carroll, Principal Assistant Corporation Counsel

cc: Amber Moreen  
Kelly Bablitch  
Jennifer Collins  
Janelle Jensen  
Raisa Koltun

1 From Corporation Counsel recommending the adoption of a resolution to settle  
2 the personal injury claim of Jimmy Newmy

3  
4 File No. 13-  
5 (Journal, )  
6

7  
8 A RESOLUTION  
9

10 WHEREAS, on March 26, 2011 Jimmy Newmy was driving a vehicle that  
11 was involved in an auto accident with a Milwaukee County vehicle; and  
12

13 WHEREAS, as a result of said auto accident Newmy filed a lawsuit in the  
14 Circuit Court of Milwaukee County, Case No. 12-CV-5229, against Milwaukee  
15 County and seeking damages for injuries allegedly sustained in the March 26,  
16 2011, auto accident; and  
17

18 WHEREAS, Newmy claims that he suffered an aggravation of pre-existing  
19 back injuries and neck and shoulder injuries in the accident and that he incurred  
20 medical expenses attributable to the accident in the amount of \$11,119.00; and  
21

22 WHEREAS the parties engaged in court-ordered mediation; and  
23

24 WHEREAS the tentative settlement agreement provides for a release of all  
25 claims against Milwaukee County in return for a payment by the Wisconsin  
26 County Mutual Insurance Corporation in the amount of \$20,000.00 to Newmy  
27 and his attorneys; and  
28

29 WHEREAS the Office of Corporation Counsel recommends this settlement;  
30 and  
31

32 WHEREAS the Committee on Judiciary, Safety and General Services  
33 approved this settlement at its meeting on April 11, 2013 by a vote of \_\_\_\_;  
34

35 NOW, THEREFORE, BE IT RESOLVED, that the Milwaukee County Board of  
36 Supervisors approves the payment by the Wisconsin County Mutual Insurance  
37 Corporation of \$20,000.00 to Newmy and his attorneys in exchange for dismissal  
38 of his suit and a full and complete release of all claims against Milwaukee  
39 County.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** March 27, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A RESOLUTION to approve a settlement agreement related to personal injury claims by Jimmy Newmy

**FISCAL EFFECT:**

- |  |   |
|--|---|
| <p><input checked="" type="checkbox"/> No Direct County Fiscal Impact</p> <p><input type="checkbox"/> Existing Staff Time Required</p> <p>Increase Operating Expenditures<br/>(If checked, check one of two boxes below)</p> <p style="padding-left: 40px;"><input type="checkbox"/> Absorbed Within Agency's Budget</p> <p style="padding-left: 40px;"><input type="checkbox"/> Not Absorbed Within Agency's Budget</p> <p><input type="checkbox"/> Decrease Operating Expenditures</p> <p><input type="checkbox"/> Increase Operating Revenues</p> <p><input type="checkbox"/> Decrease Operating Revenues</p> | <p><input type="checkbox"/> Increase Capital Expenditures</p> <p><input type="checkbox"/> Decrease Capital Expenditures</p> <p><input type="checkbox"/> Increase Capital Revenues</p> <p><input type="checkbox"/> Decrease Capital Revenues</p> <p><input type="checkbox"/> Use of contingent funds</p> |
|--|---|

*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
<b>Operating Budget</b>	Expenditure	0	
	Revenue		
	Net Cost	0	
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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 County is proposing a settlement to Jimmy Newmy, who was involved in an auto accident with a Milwaukee County vehicle driven by a Milwaukee County employee. Adoption of this settlement will result in a payment to Jimmy Newmy of \$20,000.00 by the Wisconsin County Mutual Insurance Corporation.
  - B. Approval of this Resolution authorizes a payment of \$20,000.00 to Jimmy Newmy by Wisconsin County Mutual Insurance Corporation. The \$20,000.00 payment will be applied to the County's deductible.

Department/Prepared By Corporation Counsel

Authorized Signature



Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.



## MILWAUKEE COUNTY

### **OFFICE OF CORPORATION COUNSEL** INTER-OFFICE COMMUNICATION

KIMBERLY R. WALKER  
Corporation Counsel

MARK A. GRADY  
Deputy Corporation Counsel

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

12

DATE: March 25, 2013

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

FROM: Roy L. Williams, Principal Assistant Corporation Counsel

SUBJECT: Independent Journeys, Inc. v. Milwaukee County  
Case No. 10CV019296

I request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement.

This case involves a lawsuit filed by Independent Journeys, Inc., which provided supportive home care services for a client whose initials are G.H. G.H. is a disabled individual who was eligible for services under a Medicaid waiver program administered locally by the Milwaukee County Department of Health and Human Services. The Wisconsin Department of Health and Family Services (now Health Services) approved a rate of \$615.47 per day for services. When G.H. reached the age of 60 in November of 2008, he applied for and was found eligible for Family Care. Family Care determined that his needs did not require the level of services previously provided by DHHS. Family Care declined to pay \$615.47 per day to care for G.H., but set the reimbursement for services at a lower rate of \$170.66. Family Care paid this rate from February 2009 through July 2009. Ultimately, G.H. dis-enrolled from Family Care.

In this lawsuit, Independent Journeys alleged G.H. required the higher level of services and sought the difference between the amount previously paid by DHHS (\$615.47) for the care of G.H. and the amount Milwaukee County Family Care paid (\$170.66). The difference in rates resulted in a potential total claim against Milwaukee County for \$80,065.80. In addition to the dispute over the appropriate level of services for G.H., defense of the suit was made difficult by the fact that a key witness for Milwaukee County retired prior to trial and moved out of state. We were unable to obtain his cooperation. In light of the risks of losing at trial, which would potentially result in a judgment for the full amount of the claim, plus attorney's fees and costs, and the difficulty with the key witness, a compromise was reached. Independent Journeys agrees to accept \$34,000 in order to resolve the case. Payment will be made from Family Care funds and has no tax levy impact.

Ms. Marina Dimitrijevic, Chairwoman  
Milwaukee County Board of Supervisors  
March 25, 2013  
Page 2

The Wisconsin County Mutual Insurance Company is aware of the settlement and agrees with it. Further, the Office of Corporation Counsel agrees with this settlement. If approved, payment will be made by Family Care to Independent Journeys in return for a dismissal of the suit and a release of all claims related to this matter.

  
RLW/rf

cc: Janelle Jensen, Committee Clerk  
Amber Moreen, County Executive's Office  
Kelly Bablitch, County Board Chief of Staff  
Jennifer Collins, Research Analyst  
Maria Ledger, Family Care

1 From Corporation Counsel requesting approval of a settlement with  
2 Independent Journeys Inc.

3  
4 File No. 12-  
5 (Journal, )  
6

7  
8 A RESOLUTION  
9

10  
11 WHEREAS, Independent Journeys, Inc. filed a lawsuit against Milwaukee  
12 County involving supportive home care services for a disabled client, known as  
13 G.H., who was eligible for services under a Medicaid waiver program  
14 administered locally by the Milwaukee County Department of Health and  
15 Human Services (DHHS), and,  
16

17 WHEREAS, The Wisconsin Department of Health and Family Services (now  
18 Health Services) approved a rate of \$615.47 per day for services, and,  
19

20 WHEREAS, when G.H. reached the age of 60 in November of 2008, he  
21 applied for and was found eligible for Family Care. Family Care determined  
22 that his needs did not require that level of services and could be met in a less  
23 expensive manner, and,  
24

25 WHEREAS, Family Care determined that the level of services necessary to  
26 care for G.H. required a payment of \$170.66 per day, and,  
27

28 WHEREAS, Family Care paid this rate from February 2009 through July 2009,  
29 when G.H. dis-enrolled from Family Care, and,  
30

31 WHEREAS, Independent Journeys alleged that G.H. required the higher  
32 level of services and sought the difference between the amount previously  
33 provided by DHHS (\$615.47) for the care of G.H. and the amount Milwaukee  
34 County Family Care paid (\$170.66), and,  
35

36 WHEREAS, the difference in rates resulted in a potential total claim against  
37 Milwaukee County for \$80,065.80, and,  
38

39 WHEREAS, after engaging in settlement negotiations, Independent  
40 Journeys has agreed to accept \$34,000 in order to resolve the case, with  
41 payment to be made from Family Care funds, and,  
42

43           WHEREAS, the Office of Corporation Counsel and the Wisconsin County  
44 Mutual Insurance Corporation recommend approval of the proposed  
45 settlement; and  
46

47           WHEREAS, the Committee on Judiciary, Safety and General Services, at its  
48 meeting of April 11, 2013, recommended approval of the payment; (vote  
49 ); now, therefore;  
50

51           BE IT RESOLVED, that Milwaukee County Family Care is hereby authorized  
52 to pay Independent Journeys, Inc. the sum of \$34,000 in return for a dismissal of  
53 the pending suit and a full release of all claims arising out of the lawsuit.  
54

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 3/25/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** The Department of Family Care is requesting authorization to settle the lawsuit filed by Independent Journey's, Inc., Case No. 10-CV-019296.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact  | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required   | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget  | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget  |  |
| <input type="checkbox"/> Decrease Operating Expenditures  | <input type="checkbox"/> Use of contingent funds       |
| <input checked="" type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues  |  |

*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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	\$34,000	
	Revenue		
	Net Cost	(\$34,000)	
<b>Capital Improvement Budget</b>	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.<sup>1</sup> 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.

Corporation counsel has been representing the Milwaukee County Department of Family Care (MCDFC) in a lawsuit filed by the plaintiff Independent Journey's, Inc., a supportive home care provider who provided services to a MCDFC member who enrolled into the Family Care program. Prior to the member's enrollment into Family Care the provider Independent Journeys had received a Medicaid rate of \$616.47 per day. Upon the member's enrollment into Family Care MCDFC was able to identify a less expensive alternative at a rate of \$170.66 per day. Independent Journeys, Inc. is seeking restitution for services provided at the higher rate in the amount of \$80,065.80. A key witness for MCDFC has since retired and is not responding to numerous efforts made by corporation counsel to cooperate on behalf of MCDFC. Corporation Counsel has been successful in reaching a tentative agreement to settle the matter and is recommending settlement in light of the inability to gain cooperation from the key witness.

Settlement of the requested action would require MCDFC to pay the sum of \$34,000 from its current year operating budget which is substantially lower than the plaintiff seeks of \$80,065.80. Based on initial operating results for 2013 MCDFC is operating with a small surplus and has the funding available within its 2013 operating budget. In addition, MCDFC receives no incremental tax levy to fund the Family Care program so the requested authorization to pay the sum of \$34,000 would not impact the Milwaukee County General Fund and current year operating budget. In the event, MCDFC's 2013 operating results do not meet budget, MCDFC would still have the funding available through the department's working capital reserve a requirement by the Wisconsin Department of Health Services and Office of Commissioner of Insurance

---

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

Department/Prepared By: Jim Hodson

Authorized Signature

Ray G. Williams

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

---

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.



## OFFICE OF CORPORATION COUNSEL

---

KIMBERLY R. WALKER  
Corporation Counsel

13

MARK A. GRADY  
Deputy Corporation Counsel

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

DATE: March 26, 2013  
TO: Marina Dimitrijevic, County Board Chairwoman  
FROM: Mark A. Grady, Deputy Corporation Counsel  
SUBJECT: Claim filed by Erin Wozney (f/k/a Bartes)  
Date of incident: January 2, 2010  
Date claim filed: March 8, 2010

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of \$54,000 to Erin Wozney (f/k/a Bartes) to settle in full her claim against Milwaukee County.

This incident occurred on January 2, 2010 at approximately 12:20 am in the south bound lanes of I-43. A Deputy Sheriff made an arrest of claimant Erin Bartes on suspicion of OWI around 12:20 am on January 2, 2010. He placed her in the rear of the squad while handcuffed and buckled.

The deputy then noticed another vehicle attempting to enter I43 down an off ramp. He observed the vehicle stop, back up and head back onto S. 60<sup>th</sup> St. He drove behind the vehicle to investigate. The deputy stopped the other vehicle and pulled up behind it. He pulled too close to the vehicle, so he proceeded to back up his squad prior to getting out. After getting out of the squad he realized that the squad was rolling backwards. It rolled backwards across the lanes of I43 and then down the hill adjacent to the S. 84<sup>th</sup> Street ramp, where it hit the cement barrier wall. The vehicle came to a rest with the rear bumper against the wall.

After the incident, the claimant, Erin Bartes, was transported to the substation to be interviewed and tested. While there, she complained of pain in her right wrist. She was taken to Froedtert Memorial Hospital for a medical evaluation. An X-ray of her right wrist was taken and was interpreted as showing no acute fracture or dislocation. She was discharged and instructed to use ibuprofen for pain.

She then made an appointment with her physician at ProHealth Care who recommended an MRI which she had on January 7, 2010. The findings were a

nondisplaced scaphoid wrist fracture. Tearing of any ligaments could also not be excluded. She was then referred for follow-up care.

Her physician recommended a cast be placed onto her right wrist for about one month. When the cast was removed, she had some swelling and still complained of pain. An X-ray was taken and showed a small cortical defect radially. She was again placed into a short arm thumb spica cast for one month. On March 4, 2010, her symptoms had not changed. At this time a splint immobilization was placed on the right hand/wrist. Due to soreness with the movement of the thumb, an injection of the first dorsal compartment was performed.

After two more visits with the physician, on June 9, 2010 he noted that the MRI showed a partial tear of the triangular fibrocartilage and that surgery was an option. The claimant chose to work on strengthening exercises instead. In December 2010, additional x-rays of the wrist were taken and showed healing of the fracture.

A second MRI was performed in June, 2011 and showed a decrease in edema. However, it appeared that she was developing a partial tear in the extensor carpi ulnaris tendinopathy, also known as, carpal tunnel syndrome.

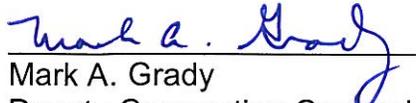
In October of 2011, she started to see a hand specialist. After a third MRI, he performed an arthroscopy of the wrist on August 30, 2012. During the surgery, a grade 4 instability of the scapholunate ligament was addressed.

Claimant lost approximately 90 work hours at two places of employment due to appointments as well as the surgery. She incurred medical expenses as follows:

**SPECIALS:**

Froedert Hospital:	\$651.21
Medical College of WI:	\$480.00
Waukesha Memorial:	\$1862.53
Radiology Waukesha:	\$486.00
ProHealth Care Med Assoc:	\$121.00
Orthopedic Assoc. of WI:	\$1598.00
Quad Med/Sussex:	\$264.00
Wheaton Franciscan HC:	\$4658.00
Dr. Jacqueline S. Misna:	\$344.00
Milwaukee Hand Specialist:	\$4243.00
PDI Radiology:	\$1764.00
Wheaton Franciscan Elmbrook:	\$16,195.50
Brookfield Anesthesiology:	\$1815.00
Lost Wages:	\$2029.92
<hr/>	
Total:	\$36,512.16

The adjustor for the Wisconsin County Mutual Insurance Corporation negotiated a settlement with claimant's attorneys, Samster, Konkel & Safran, S.C. The Mutual recommends a total payment of \$54,000.00 to Erin Wozney to settle her personal injury claim. Corporation Counsel has reviewed this matter and supports the recommendation to settle this personal injury claim. Payment will come from the County's deductible with the Mutual.

  
Mark A. Grady  
Deputy Corporation Counsel

c: Amber Moreen  
Kelly Bablitch  
Janelle Jensen  
Jennifer Collins  
Raisa Koltun  
Richard Schmidt

1 From Corporation Counsel recommending a settlement of the claim of Erin  
2 Bartes n/k/a Wozney.

3  
4 File No. 13-  
5 (Journal, )  
6

7 A RESOLUTION  
8

9 WHEREAS, on January 2, 2010, a Milwaukee County Deputy Sheriff  
10 arrested claimant Erin Wozney (f/k/a Bartes) for suspicion of OWI; and  
11

12 WHEREAS, the Deputy Sheriff made another traffic stop after placing  
13 claimant in handcuffs and belted into his squad; and  
14

15 WHEREAS, when the Deputy pulled behind the second vehicle, he pulled  
16 too close to the vehicle so he proceeded to back up his squad. Once he exited  
17 his squad, he realized the squad was rolling backwards and it rolled across three  
18 lanes of I-43, down a hill next to a ramp, struck a barrier wall and came to rest  
19 with the rear bumper against the barrier wall; and  
20

21 WHEREAS, Ms. Wozney underwent extended treatment for a right wrist  
22 injury, including casts, an injection and surgery and incurred medical bills and  
23 lost wages totalling \$36,512.16; and  
24

25 WHEREAS, Ms. Wozney filed a notice of claim and is represented by  
26 Samster, Konkell and Safran; and,  
27

28 WHEREAS, Wisconsin County Mutual Insurance Corporation (WCMIC) has  
29 reached a tentative settlement with Ms. Wozney for the total amount of  
30 \$54,000.00; and  
31

32 WHEREAS, WCMIC and Corporation Counsel recommend this settlement,  
33 and,  
34

35 WHEREAS, the Committee on Judiciary, Safety and General Services at its  
36 meeting on April 11, 2013, voted (\_\_\_\_\_) to recommend the payment as  
37 proposed; now, therefore,  
38

39 BE IT RESOLVED, that Milwaukee County approves the payment by  
40 WCMIC of \$54,000.00 to Erin Wozney and her attorneys in return for a full release  
41 of all personal injury claims, including subrogation claims, arising out of the  
42 January 2, 2010 accident.  
43

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** March 26, 2013

Original Fiscal Note     

Substitute Fiscal Note     

**SUBJECT:** A resolution approving the settlement of a claim filed by Erin Wozney (f/k/a Bartes)\_\_\_\_\_

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact                                     | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

*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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure		
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	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.<sup>1</sup> 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.

Department/Prepared By Corporation Counsel

Authorized Signature

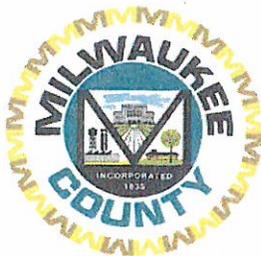
Mark A. Brady

Did DAS-Fiscal Staff Review?  Yes  No

Did CBDP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.



## MILWAUKEE COUNTY

### OFFICE OF CORPORATION COUNSEL INTER-OFFICE COMMUNICATION

14

KIMBERLY R. WALKER  
Corporation Counsel

MARK A. GRADY  
Deputy Corporation Counsel

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

DATE: March 25, 2013

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

FROM: Roy L. Williams, Principal Assistant Corporation Counsel

SUBJECT: Midwest Development Corporation v. Milwaukee County  
Case No. 12-CV-11071

On October 9, 2012, Midwest Development Corporation (“Midwest”) filed a lawsuit against Milwaukee County (“the County”). In 1983, Milwaukee County entered into an agreement with Midwest in which the company leased Crystal Ridge. The agreement allowed Midwest to lease Crystal Ridge for the purpose of filling the landfill and using it for athletic activities. The agreement stated that Midwest could fill on the land at a rate of \$70.00 per truck. The County was to get half of the money. In 2006, Midwest and the County entered into an agreement to cap the east portion of the land. The agreement also included plans for the installation of athletic fields after the cap was completed. Midwest instead used the land for other purposes including motorized activities. In 2008, the lease ended. At that time, Midwest became a hold-over tenant.

Near the end of 2011, the County entered into an agreement with Rock Sports Complex, LLC to take over Crystal Ridge. This prompted Midwest to file a lawsuit against Milwaukee County in which it alleges that the County constructively evicted the company. Midwest seeks to recover \$10,000 in rent, money for the buildings it added, and up to \$4,000,000 for improvements.

The Office of Corporation Counsel seeks permission from the Milwaukee County Board of Supervisors to file a counter-claim against Midwest for the substantial amount of environmental work which must be done to the land. This work was to be done by Midwest, but the company failed to perform the work. Specifically, a slope stabilization study was done by Himalayan Consultants (“Himalayan”). Himalayan recommends repairs be done to Magen Woods, the access road, and the slopes in order to prevent continued erosion and damage to the surrounding facilities. Himalayan’s recommended plan will cost \$750,000 and \$1,100,000. In light of the fact that much of this damage was caused by Midwest, the Office of Corporation Counsel believes it is appropriate to file a counter-claim against Midwest.

Please forward this matter to the Judiciary Committee so that it may be placed on the agenda for the next meeting at which we will seek approval to file a counter-claim against Midwest Development Corporation.

  
RLW/rf

cc: Amber Moreen  
Kelly Bablitch  
Jennifer Collins  
Janelle Jensen  
Raisa Koltun  
Jim Keegan

1 From Corporation Counsel requesting approval of a resolution authorizing  
2 Corporation Counsel to file a counterclaim or a separate suit against Midwest  
3 Development Corporation.

4  
5 File No. 12-  
6 (Journal, )  
7

8  
9 A RESOLUTION

10  
11  
12 WHEREAS, On October 9, 2012, Midwest Development Corporation  
13 ("Midwest") filed a lawsuit against Milwaukee County ("the County"), and,  
14

15 WHEREAS, in 1983, Milwaukee County entered into an agreement with  
16 Midwest in which the company leased Crystal Ridge. The agreement allowed  
17 Midwest to use Crystal Ridge as a landfill. The agreement stated that Midwest  
18 could fill on the land at a rate of \$70.00 per truck. The County was to get half of  
19 the money. Midwest went from filling the land to installing a ski hill and various  
20 buildings, and,  
21

22 WHEREAS, in 2006, the Department of Natural Resources informed Midwest  
23 and the County that the cap over the filled area was not sufficient. At that time,  
24 there was an agreement with Midwest to cap the east portion of the land. The  
25 agreement also included plans for the installation of athletic fields after the cap  
26 was completed. Midwest instead used the land for other purposes including  
27 motorized activities, and,  
28

29 WHEREAS, In 2008, the lease ended and Midwest became a hold-over  
30 tenant, and,  
31

32 WHEREAS, the County entered into an agreement with Rock Sports  
33 Complex, LLC. to take over Crystal Ridge. This prompted Midwest to file a  
34 lawsuit against Milwaukee County in which it alleges that the County  
35 constructively evicted the company and that the County violated the lease  
36 terms. Midwest seeks to recover \$10,000 in rent, damages for the buildings it  
37 added to the site, and up to \$4,000,000 for various site improvements. And  
38

39 WHEREAS, Milwaukee County denies liability to Midwest and is defending  
40 the suit, and,  
41

42 WHEREAS, The Office of Corporation Counsel seeks permission from the  
43 Milwaukee County Board of Supervisors, pursuant to section 1.11(c)(4), to file a  
44 counter-claim (or separate suit) against Midwest for the substantial amount of

45 environmental work which must be done to the land. This work was to be done  
46 by Midwest, but the company failed to perform the work, and,

47

48 WHEREAS, a slope stabilization study was done for Milwaukee County by  
49 Himalayan Consultants ("Himalayan"). Himalayan recommends repairs be  
50 done to Magen Woods, the access road, and the slopes in order to prevent  
51 continued erosion and damage to the surrounding facilities. Himalayan's  
52 recommended plan will cost approximately \$1,650,000, and,

53

54 WHEREAS, much of this damage was either caused by Midwest or was not  
55 remediated as required by Midwest's lease, and

56

57 WHEREAS, the Office of Corporation Counsel recommends filing a  
58 counter-claim or separate suite against Midwest, and,

59

60 WHEREAS, approval of the resolution will potentially result in a recovery of  
61 approximately \$1,650,000 against Midwest or an offset of that amount against  
62 the claims asserted by Midwest, and,

63

64 WHEREAS, the Committee on Judiciary, Safety and General  
65 Services, at its meeting of April 11, 2013, recommended approval of the filing;  
66 (vote ); now, therefore;

67

68 BE IT RESOLVED, that Milwaukee County authorizes Corporation Counsel to  
69 sue Midwest Development Corporation for the claims set forth above by filing a  
70 counterclaim or a separate suit.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** March 25, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Midwest Development Corporation v. Milwaukee County  
 Case No. 12-CV-11071  
 Corporation Counsel to file a counterclaim or a separate suit against Midwest  
 Development Corporation

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact                                     | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

*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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure		
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	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.<sup>1</sup> 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.

At this point, the potential fiscal effect will be what will only occur if a jury or judge find against Milwaukee County. Also, there is a potential for a positive fiscal effect because Milwaukee County is filing a counterclaim against the plaintiff for significant damages.

Department/Prepared By \_\_\_\_\_

Authorized Signature \_\_\_\_\_



Did DAS-Fiscal Staff Review?  Yes  No

Did CBDP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> 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.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.

**INTEROFFICE COMMUNICATION  
COUNTY OF MILWAUKEE**

DATE: April 3, 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 some of the significant pending cases that we believe may be of interest to the Committees. 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 (temporary stay of case until May 10, 2013)
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)(**Case is now dismissed and will be removed from list**)
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)(**trial: October 7, 2013, six weeks**)
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

Memo to Mark Borkowski, Chairman

3/28/2013

Page 3 of 3

15. *MDSA grievance arbitration* (overtime opportunities)  
*Milwaukee County v. MDSA* (overturn arbitration award for MDSA on overtime)  
Case No. 12-CV-8411 (damages hearing April 3 - 4, 2013)
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)
19. Froedtert Hospital petition to disturb burial sites
20. **FNHP, AMCA & AFSCME v. Milwaukee County and ERS (backdrop modification)**  
**Case No. 13-CV-3134**