

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

MILTON CHRISTENSEN, *et al.*

v.

Case No. 96-CV-1835

SULLIVAN, *et al.*

**ORDER DIRECTING DEFENDANT MILWAUKEE
COUNTY TO ENTER INTO CONTRACT WITH
ARMOR CORRECTIONAL HEALTH SERVICES, INC.**

WHEREAS:

1. The above-captioned matter came before this Court, the Honorable William W. Brash III, presiding, for hearings on May 3, 2013, at 4:00 p.m. and again on May 7, 2013, at 3:00 p.m.

2. Plaintiffs appeared by the Legal Aid Society by Attorney Peter M. Koneazny and ACLU of Wisconsin Foundation by Attorney Laurence J. Dupuis; County of Milwaukee appeared by Milwaukee County Corporation Counsel Kimberly R. Walker, Milwaukee County Deputy Corporation Counsel Mark Grady and Gonzalez Saggio & Harlan LLP by Attorney Ronald S. Stadler; all defendants appeared by Whyte Hirschboeck Dudek, S.C., by Attorney Charles H. Bohl; and Sheriff David A. Clarke, Jr. appeared by Attorney Michael A.I. Whitcomb; and non-party Roeschen's Omnicare Pharmacy appeared by Kravit, Hovel & Krawczyk, S.C., by C.J. Krawczyk. The Court heard from counsel in chambers and on the record on matters relevant to this Order.

3. In an oral ruling rendered on December 4, 2012, and by written order dated January 27, 2013, this Court denied Defendant Clarke's motion seeking a declaration that he had sole constitutional authority to provide and to contract for medical services to inmates of the Milwaukee County Jail and House of Correction and denied Defendant Clarke's motion to dismiss the medical provisions of the Consent Decree, but held in abeyance Plaintiffs' motion to hold Defendant Clarke in contempt for failure to comply with essential terms of the Consent Decree. The Court also ordered the parties to attempt to resolve their differences and fill the vacant medical director, program administrator and chief psychiatrist positions required by the Consent Decree.

4. On March 26, 2013, Defendant Milwaukee County filed a Motion to enforce the order and to require Defendant Clarke to provide the Medical College of Wisconsin (MCW) with access to information and facilities to permit MCW to submit a proposal to provide inmate health care. That motion was set for hearing on May 28, 2013.

5. After attempts by Milwaukee County to fill the vacant medical leadership positions failed, Defendant Clarke filed a motion on March 29, 2013, seeking an order that Milwaukee County enter into a proposed contract with Armor Correctional Health Services, Inc. (Armor), to provide medical, mental health and dental services to inmates at the Jail and House of Correction.

6. On or about May 2, 2013, Defendant Clarke learned that the part-time physician who has been providing oversight to nurse practitioners at the Jail and House of

Correction and who was the only physician on staff with proper authorization from the U.S. Drug Enforcement Agency to dispense "controlled substances" had tendered his resignation effective May 10, 2013. This departure will make delivery of adequate medical care to a significant number of inmates impossible.

7. The Court ascertained from the parties that there is no current alternative to Armor to fill the medical leadership vacancies at the heart of the current controversy.

8. The Court contacted MCW to determine whether it could provide the services of a physician to the Jail and House of Correction while details of a contract between Armor and Milwaukee County were negotiated. MCW provided the Court a proposed contract under which it would provide such interim medical backup.

9. In chambers and in open court, the Court informed the parties of MCW's availability to provide interim physician services. The parties had no objections to the Court's efforts in this regard.

10. The Court advised the parties that it did not view the record as sufficiently developed to support a finding of contempt of court under Wis. Stat. Ch. 785. The parties agreed, without withdrawing their contempt motions, that further factual hearings may be required for contempt, and that any such hearings could not be held in time to resolve the immediate need to fill the impending physician vacancy.

11. The Court clarified that this order was intended neither to determine the scope of the Sheriff's or the County's duties to provide inmate health care nor to abrogate any other contractual relationships between the defendants and other health care service

providers.

WHEREFORE, IT IS HEREBY ORDERED THAT:

1. Defendant Milwaukee County shall, as soon as possible, enter into a contract with Armor Correctional Health Services, Inc., to provide health care services to inmates of the Milwaukee County Jail and House of Correction.

2. If, for any reason, Armor is unable to deliver physician services by May 11, 2013, Defendant Milwaukee County shall enter into an interim contract with the Medical College of Wisconsin to ensure uninterrupted health care services at the Jail and House of Correction.

3. The parties shall cooperate fully to ensure that inmate access to medical care is not impeded.

4. The hearing on Defendant Milwaukee County's March 26 motion to enforce that is currently scheduled for May 28, 2013, at 9:00 am, is converted to a status/scheduling conference on all pending matters.

Entered this 21st day of May, 2013.

BY THE COURT:

Honorable William W. Brash III
Circuit Court Judge

