

EXHIBIT A:

Copy of Christensen Consent Decree

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STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

MILTON CHRISTENSEN, ALISA JAMIESON,
ERIKA HENDERSON, WILLIAM NOGGLE,
TROY BRIGGS, and all others similarly
situated,

Plaintiffs,

vs.

Case No. 96-CV-001835

MICHAEL J. SULLIVAN (Secretary, Wisconsin
Dept. of Corrections), LEV BALDWIN (Milwaukee
County Sheriff) and MILWAUKEE COUNTY
(a political body corporate),

Defendants.

SETTLEMENT AGREEMENT

The plaintiff class, consisting of all persons who are now or in the future will be confined in the Milwaukee County Criminal Justice Facility (jail -or- MCJ), and the County defendants, Lev Baldwin, Sheriff of Milwaukee County and Milwaukee County, agree that the following consent decree shall be submitted for approval by the Court to resolve the issues being litigated in Case No. 96CV001835. The parties herein agree to the provisions contained as follows:

Part I. Population Limits

- I. Population Agreement.
 - A. This agreement is entered into to resolve existing disputes between the parties concerning conditions of confinement at the jail. Nothing in this consent decree shall be used as evidence of a constitutional violation in any other matter.

- B. This Court has held that it has jurisdiction of this action. Plaintiffs' causes of action arise under Article I, sec. 1 (due process and equal protection) and Article I, sec. 6 (cruel and inhuman punishment) of the Wisconsin State constitution.
- C. The case was certified as a class action in August, 1996. The plaintiff class consists of all persons who are now or in the future will be confined in the Milwaukee County Criminal Justice Facility (jail). The Legal Aid Society of Milwaukee, Inc. and the ACLU of Wisconsin are counsel for the plaintiff class.
- D. Defendants are the individuals named in the complaint and their successors, including Lev Baldwin, the Milwaukee County Sheriff, Milwaukee County (a political body corporate) and Jon Litscher, the Secretary of Wisconsin's Department of Corrections. The Sheriff and Milwaukee County are referred to herein as County defendants. This agreement is between the County defendants and the plaintiff class.
- E. Plaintiffs have alleged that they have been deprived of the constitutionally required basic necessities of life including access to care for serious medical and mental health needs, that crowded living conditions in the jail have caused risk of serious harm, and that as a result of such conditions, plaintiff class has been punished without justification.
- F. County defendants deny that they failed to meet constitutional requirements toward any plaintiff herein, but nevertheless agree to prevent the occurrence of constitutional violations in the future. This agreement does not constitute an adjudication, finding or admission of any present or past unlawful practice by defendants, it being fully understood that defendants deny unlawful acts or practices exist or have occurred. The parties have entered into this agreement as a means of ending these controversies and of avoiding the costs and risks of continued litigation.
- G. Plaintiffs have brought summary judgment motions in connection with their allegations and County defendants have responded in opposition to plaintiffs' summary judgment motions. The parties agree and the court consents to withhold any decision upon such summary judgment motions and hold the action in abeyance pending the successful conclusion of this agreement.

- H. County defendants agree to operate the jail in a manner consistent with the terms of this agreement which the parties agree meets constitutional requirements. The parties have entered into this consent decree in order to resolve these controversies, and to avoid the costs, time and risks which litigation would involve for all parties. Execution and implementation of this consent decree is not dependent upon any filing or resolution of plaintiffs' petition for attorneys' fees and costs.
- I. For purposes of this lawsuit only, and in order to settle this matter, the parties mutually agree that the prospective relief in this decree is designed to meet the nature and substance of the harm that plaintiffs have alleged in this action they suffered, but which defendants have denied. Further, the terms of the consent decree have been narrowly drawn to remove the court from the decision making process of Milwaukee County and the Milwaukee County Sheriff. The County Board will approve costs associated with compliance. No master will be appointed to oversee compliance with population limits agreed to herein. The consent decree will not place this court in the position of an architect, a gatekeeper, an accountant or an appropriating body for the jail. Instead, the proposed decree limits the court's role in enforcing its terms. In these ways, then, the relief set forth herein is fashioned to meet, in the least intrusive manner necessary, the nature and substance of violations plaintiffs' have alleged¹. County defendants will not challenge the validity of this consent decree at any stage of the proceedings (e.g., the approval, party monitoring, compliance enforcement, contempt and appeal stages), and will oppose the efforts of other persons who may challenge its validity. County defendants retain and reserve to themselves the right to dispute the circumstances alleged by plaintiffs as giving rise to the need for compliance enforcement, contempt and appeal proceedings, but only to the extent that such disputations do not challenge the underlying validity of this agreement. If a court at any stage of the proceedings should determine that this consent decree is not valid, then and in that event, this court may proceed to decide the summary judgment motion pending in this action, according to paragraph I.G., supra. These parties further agree that the terms of the judgment will not have an adverse impact on public safety or the operation of the criminal justice system.

II. CONDITIONS OF CONFINEMENT: POPULATION AND OVERCROWDING

¹ Insofar as and to the extent agreed to by the parties

- A. As of _____, 2000, and thereafter, County defendants and their employees, agents and successors are ordered to maintain the jail population at or below 1100 (within the exceptions and procedures set forth below). The calculation and monitoring of this cap shall be the correct figure of all persons in custody in the jail at 11:59 p.m. daily and as posted as Average Daily Population (ADP) on the so-called "Daily Census Reports" also sometimes called the "11:59" jail report form.
- B. County defendants agree to maintain the population levels in and at the jail in accordance with the resolution of the Milwaukee County Board signed by the Milwaukee County Executive attached hereto and incorporated by reference as exhibit "A." County defendants will use their best efforts to consider other alternatives for reducing the population, including an impact study and utilization review to streamline pre-booking and release procedures, more efficient triage practices and procedures, diversion of persons with mental illness and the development of other pre-booking alternatives, before constructing additional jail space. County defendants agree to provide sufficient resources to accommodate inmates whose conditions of confinement will be modified to such alternatives as electronic bracelets, the in-house detention program, the day reporting center; and in the event they do not, the court may order County defendants to comply with the terms of the consent decree.
- C. As of _____, and thereafter, no jail inmate shall be required to sleep on a mattress on the jail floor or on the jail floor. There shall be no inmate in the jail for longer than 30 hours without being assigned to a bed approved by regulations of the Wisconsin Department of Corrections for overnight housing (see ¶D, next following).
- D. Best efforts shall be made to assure that there will be no more than 110 inmates in booking at the midnight count. If the number exceeds 110, there shall be a plan for adequate emergency staffing in the booking room. The plan shall limit the number of inmates in the locked rooms surrounding the open waiting area in the booking room and shall specify how often those side rooms are checked. The maximum permanent population limit for the jail shall be 1100 at the midnight, "11:59," count (according to the so-called "Daily Census Reports"). The 1100 permanent capacity limit on the jail assumes that there will be a reasonable number of

persons held on a short-term basis in the booking area. Since there are no beds in the booking room, a number of inmates may be placed there for not more than thirty hours. County defendants will exercise best efforts to limit any inmate's stay in booking - open waiting to twenty-four hours.

- E. Classification screening shall be done in accordance with time limits now in place. If classifications are modified to improve the timeliness of classification, the new guidelines may be implemented.
- F. Staffing; Throughout the life of this consent decree, County defendants shall maintain or enhance the present staffing levels at the jail and shall assure adequate training and supervision. Nothing in this agreement shall, however, restrict Milwaukee County from implementing cost-effective alternatives to staffing as it presently exists, like contracting for outside services, such as for example, what was done regarding medical records.

III. ENFORCEMENT AND COMPLIANCE

- A. The Court shall retain jurisdiction for purposes of enforcing this consent decree until it determines that there is substantial compliance. Nothing stated herein shall prevent plaintiffs from moving the Court for enforcement or contempt upon a claim of non-compliance.
- B. The injunctive provisions of this decree shall take effect immediately upon the preliminary approval date and shall remain in effect until the court determines that there is substantial compliance with the terms, provisions and purposes of the decree and that there is no longer a need for the court's involvement to prevent future overcrowding. Substantial compliance shall be measured by the following factors: 1) having maintained the jail at or below capacity without the need for court intervention for two years; and 2) the number of days the jail was run at the maximum limit; and 3) increased use of other temporary jail facilities to house inmates. These factors are to be considered in a manner that primary consideration is given to factor #1 (maintaining the jail at or below capacity); factors #2 (number of days at maximum) and #3 (use of other facilities) would be carry additional weight toward the end of the two year period as a means of gauging whether County defendants have achieved substantial compliance. In that connection, seasonal peaks and cyclical pressures may be

considered in determining whether substantial compliance has been achieved. After two years next following the commencement of this agreement, either party may apply to the Court for an order dismissing the overcrowding provisions of this case. Plaintiffs retain the right to oppose the application if they contend County defendants have failed to comply with any population limits provision of this decree.

- C. The court shall resolve disputes between the parties regarding the application and implementation of the consent decree. The court shall hear emergency requests for short-term modifications of the population limits incorporated in this consent decree. If necessary, the court shall order the Sheriff to comply with the terms of this agreement.
- D. Nothing in Sec. II paragraphs, A and B of the consent decree shall prohibit the County defendants, by counsel, from petitioning the court for a short term emergency modification to these agreed upon population limits, provided plaintiffs' counsel has immediate notification of such petition, and provided plaintiffs' counsel receives a written statement of the grounds for such petition within 24 hours and further provided that plaintiffs' counsel has the opportunity to be heard within a reasonable time not to exceed 48 hours. County defendants at all times carry the burden of proof and persuasion on the necessity for emergency relief.
- E. If there are petitions pursuant to Sec. III D or other petitions raising issues, they shall be in writing, with contemporaneous notice to counsel for the opposing party.
- F. On each Monday during the life of the consent decree, the Sheriff shall mail to the Legal Aid Society of Milwaukee, Inc., the so-called "Daily Census Reports" (in the form of the copy attached hereto as Exhibit "B") as well as the Milwaukee County Jail Population and Milwaukee County Inmate Population pie charts (in the form of the copy attached hereto as Exhibits "C-1 and C-2") from the prior week.
- G. For the life of this consent decree, counsel for plaintiffs may conduct inspections upon request at reasonable times and upon reasonable notice to defendants' counsel. Counsel for plaintiffs shall review population documents supplied by defendants and prepare semi-annual reports for the court indicating the status of

County defendants' compliance with the provisions of this consent decree.

- H. Until the Court relinquishes jurisdiction in this case, the Legal Aid Society of Milwaukee, Inc., as plaintiffs' counsel's designee, shall have access to all plaintiffs at reasonable times and under reasonable circumstances. Plaintiffs' counsel and their experts shall have reasonable access at reasonable times to all staff and the jail, upon reasonable notice to defendants' counsel.
- I. Notice to the plaintiff class shall be provided in accordance with the notice provisions approved by the Court and separately submitted by the parties. In order to ensure continuing notice of this consent decree, new inmates shall be notified of the terms of this decree and of the identity of counsel for plaintiffs throughout the life of the consent decree by defendants' posting of a written summary of the consent decree in booking, the infirmary, special needs, security pods, and in every pod.
- J. Plaintiffs' claims regarding overcrowding, medical and mental health conditions are dismissed with prejudice when the consent decree expires.
- K. The parties agree that nothing in this consent decree is intended to prevent County defendants from implementing new programs or changes in physical conditions which do not decrease the plaintiffs' rights under this consent decree or which existed prior to this consent decree pursuant to valid policies, procedures; nor shall it abrogate any substantive rights or procedural protections plaintiffs may now have or thereafter acquire under state or federal statutes. County defendants shall carry out every provision of this consent decree in good faith.

Part II. Health Services

Definition - Health Services for Milwaukee County's detention/correctional system provides medical, mental health and dental treatment for inmates incarcerated in the Milwaukee County Jail (MCJ) and Milwaukee County House of Correction (HOC).

I. Health Services Program Structure – County defendants agree in principal to provide the following personnel resources to the Health Services program.

- A. **Program Administrator** – The Program Administrator is responsible to the Sheriff/Jailer for the administrative aspects of the Health Services program to include; supervision of daily operations, managing for the efficient use of resources, and short and long terms program development. The Program Administrator will support and assist the Medical Director with the development and implementation of the Health Services program. This includes interacting with other providers, programs and entities, both within and outside the criminal justice system, necessary for Health Services to accomplish its' mission.
- B. **Medical Director** – (Health Authority) The Medical Director is responsible for the development of medical policies, procedures and protocols which, when adopted, will be largely in compliance with the National Commission on Correctional Health Care guidelines. These policies and procedures would include, but not be limited to, such issues as quality assurance, programs for chronic care with protocols for each illness, special-needs inmates, admission to and administration of the infirmary. The Medical Director shall be responsible for the implementation of the medical policies and procedures. Among the tasks of the Medical Director are 1) to see any complex, confusing, difficult case; 2) to oversee medical intake to assure that screening and referral are done correctly; 3) to see all patients who were taken off site for medical services; 4) to review and approve off site and on site specialty services; and 5) to review and approve specialist reports. The Medical Director is also responsible for developing quality assurance plans which include, but are not limited to, medical audit and medical chart review procedures, written medical protocols which may include, but are not limited to, medical specialty referral procedures, nursing and advanced level provider duties, and provide effective medical oversight and medical administration which will result in improving the quality and effectiveness of the delivery of care at both facilities. The Medical Director shall serve as the liaison between any contractor and defendants on medical administration issues. Finally, the Medical Director is responsible for recommending staffing, equipment and other resources as well as to sign off on all policies and procedures and overseeing a quality improvement plan. The Medical Director shall report to the Program Administrator.

- C. **Physician - HOC** - In addition to the Medical Director, one FTE licensed physician will provide medical services at the HOC. If this position is shared, but one of the physicians who shares the position works 20 hours a week or more, s/he may share "on call" status with the Medical Director. If not, all calls must go to the Medical Director.
- D. **Psychiatrist** - County defendants will continue to have the services of a full time psychiatrist at the MCJ to provide clinical and administrative leadership and oversight of mental health services and of the Psych Social Workers (PSWs) at the MCJ and HOC. The psychiatrist shall report to the Medical Director.
- E. **Nursing Director** - A full-time Registered Nurse will function as the Nursing Director and will report directly to the Medical Director as to all medical issues. As to administrative matters, s/he will report to the Program Administrator. S/he will be responsible for orientation, supervising, monitoring and continuous training of all the nursing staff. S/he will also be responsible for assisting the Medical Director in development, implementation and monitoring of health care policies and procedures.
- F. **Nurse Practitioners** - There shall be two nurse practitioners on duty covering at least 16 hours a day, 7 days a week who are available to accept referrals from the nurses doing screening at booking. In addition to referrals from screening intake triage, County defendants shall develop a plan to assure adequate nurse practitioner coverage for family practice, women's health care and referrals to advanced level providers for sick call, chronic care, patient follow-up or any routine or emergent medical situation which may arise.
- G. **Staffing** - Milwaukee County's plan to provide adequate nurse, clerical, administrative support and other professional staffing at the Milwaukee County Jail and the House of Correction in order to carry out the programs described in this document is attached hereto and incorporated as Exhibit "D". Nothing herein shall preclude or restrict the Medical Director from requesting of the appropriate authorities, and if appropriate, from being granted, adjustments or modifications to the attached staffing plan in order to provide the most efficient and cost effective means of providing the medical services alluded to.

II. Medical Services

A. Intake Screening

1. **Triage** - Two nurses shall be available 24 hours a day to conduct intake screening of all incoming inmates. The key to effective screening is to identify and separate those who may need immediate referral for medical and mental health problems from those who do not. The screening shall include, but not be limited to a medical history re: acute and/or chronic problems, mental health issues, medications, allergies, etc. The nurses should also take base line vital signs.
2. **Referrals**
 - a. Referrals to Advanced Level Providers - County defendants agree to create policy, procedure and protocols to provide for referrals to advanced level providers.
 - b. Referrals to Physicians - County defendants agree to have a physician available on call 24 hours a day 7 days a week. A procedure should be promulgated which would delineate instances requiring a call to a physician, such as any one a) where there is a diagnostic question as to what the patient has; b) for whom the vital signs are beyond a level established by policy; and c) chronic illness for whom medications are unclear.

B. **TB Screening** - County defendants will present a plan for TB screening of inmates which conforms to CDC guidelines.

C. Physical Examinations

1. Inmates referred to the advanced level provider on the basis of symptoms; history or unstable vital signs will have the equivalent of a physical examination and appropriate plan completed on or before the 14th day.
2. Other inmates who remain in the facility 14 days or longer will have a history and physical examination completed by the 14th day.
3. Inmates returning to the MCJ or HOC within 6 months of having received a examination do not need to repeat one. A shorter physical examination focusing on organ systems relevant to the patient's problems shall be performed.

4. A provider who has successfully completed an accredited physical assessment course will conduct physical examinations.

D. Sick Call

1. Nurse Sick Call

- a. Seven days a week nurses will retrieve sick call slips from the housing units. An RN will review the slips, and triage those slips in which the inmate presents a symptom to be seen within 2-working days at a face to face nurse encounter. The nurse sick call encounters should be performed in a space that allows for a professional assessment.
 - b. Nursing practice will be governed by protocols developed by the Nursing Director in collaboration with the Medical Director. All nurses performing sick call will be given appropriate training in their use of protocols. Protocols will allow the nurses to respond to some problems definitively with medications and provide guidance as to when a referral to an advanced level provider is indicated. Inmates presenting greater than two times in a month with the same symptom will be automatically referred to an advanced level provider.
2. **Advanced Level Provider Sick Call** - Nursing referrals to advanced level providers including physicians, should occur in no greater than 5 working days. Nurses will be trained in prioritizing referrals based on severity of the presenting problem.

E. Chronic Care

1. For the chronic care program, County defendants must develop a protocol for enrollment, initial visit and initial database, frequency of follow-up visits and guidelines as to subjective and objective information required for the follow-up visits.
2. The program should require advanced level provider assessments to record the degree of control in relation to standard definitions of control and status in comparison to the previous visit.
3. The role of the nurses as part of the chronic care team should be clearly delineated.

F. Urgent/ Emergent Care - The County defendants will develop an urgent/emergent care program that includes the following components.

1. Whenever an inmate is transported off site for emergency care, a physician will review the medical chart and see the inmate within 24 hours Monday through Friday and 72 hours on weekends
2. The County defendants shall develop an urgent/ emergent care program that includes training of officers and medical staff re: urgent care program policies. These policies must require that whenever an inmate contacts an officer regarding an inmate perceived urgent medical problem, the officer must contact the medical unit, or alternatively, the inmate may contact the medical unit directly, once the system allowing the inmate to do so is operational : Medical staff will log this contact and assess the problem by speaking directly with the inmate.
3. The urgent/emergent program should include orderly medical emergency drills at each facility affecting each shift at least annually. One annual disaster drill in conjunction with a local hospital or emergency response system should be conducted. All drills should be reviewed with the staff emphasizing things well done as well as areas for improvement.
4. A system for documenting the condition of emergency equipment and nurses skills in the use of the equipment must be part of the program.

G. Specialty Services - County defendants will attempt to contract for the provision of specialty services "on site" including but not limited to minor surgery, infectious diseases/HIV, ophthalmology, dermatology, etc.

1. A physician will review inmate medical charts on all recommended consultations for specialty services.
2. A physician will review specialist's reports, confer with the specialist if necessary and implement an agreed upon treatment plan.
3. Off site visits - the physician will see every inmate seen by a specialist off site. Inmates who were initially referred via urgent requests will be seen again by the physician within 10 days. Inmates referred initially via routine requests will be seen again within 90 days.

4. On site visits the physician must review the chart but need not see the inmate.
5. A log kept for specialty services for off site care should include the name, number, date of appointment, if appointment kept and why not, if not; date report came back. A physician will sign off on specialist's reports within 24 hours Monday through Friday and 72 hours over a weekend.

H. Infirmary

1. County Defendants will develop policy and procedures that define the level of services that can be provided in the infirmary. The policy and procedures should outline the acuity status of the patient, i.e., acute vs. chronic vs. 24 hour observation.
2. Inmates requiring services above the acuity level defined in the policy and procedures will be transported to an outside facility.
3. In the infirmary, RN coverage is required 24 hours a day, 7 days a week, but not necessarily as an exclusive assignment.

I. Medication Distribution

1. County defendants will develop a program in which nursing staff is responsible for all medication administration and/ or distribution.
2. Nurse administered medication will include, at a minimum, directly observed therapy (DOT) of all psychotropic medication, TB medication, HIV medication, and medication prescribed by the physician as nurse administered. Nurse administered medication must be documented on "medication administration records" (MAR).
3. Policies with regard to medication refusals must be developed that provide time lines for referral to an advanced level provider.
4. Policies with regard to methods for making over the counter medication available should be developed including through the commissary, and during nurse medication administration. Nurse distribution of over the counter medication in response to an inmate request based on a self-diagnosed symptom does not require a nursing assessment or documentation in the record.

J. Women's Health

1. County defendants will develop a program for women's health including urine screening for pregnancy, STD screening, pelvic exams, and breast exams at the time of physical examinations. An obstetrician or family practice physician utilizing standard prenatal protocols will follow pregnant women.

K. Therapeutic Diets

1. County defendants will develop a program so that inmates receive nutrition consistent with medical orders.

III Mental Health Services

- A. **Intake** - County defendants will provide 24 hours per day/seven day per week psychiatric social worker coverage in the MCJ intake area to review and evaluate completed medical screenings. Policy and procedure will be developed to identify from the screenings inmates at risk of suicide, with a history of chronic mental health problems, with acute symptoms, on psychotropic medication, or in need of a more comprehensive mental health services.
- B. **Program** - County defendants will develop a mental health program including intake evaluation, a suicide prevention program, a crisis intervention program, a mental health sick call program, a behavioral management program, a medication monitoring plan and individual and group counseling. County defendants will develop policies and procedures for the use of therapeutic restraints and forced medication. A methodology attempting post release linkage should also be developed.
- C. **Staffing** - County defendants will continue psychiatrist staffing at the MCJ and HOC at present level of 1 FTE and .7 FTE, respectively. County defendants will provide 7 day per week day shift mental health nurse staffing.
- D. **Urgent/emergent and emergency psychiatrist services** - will be available 24 hours per day.

IV. Dental Services

- A. **Program** - County defendants shall develop a dental program which includes a dental intake examination within 45 days of intake, a dental sick call screening protocol and a visit to a dentist within 30 days of referral. Dental sick call screenings should be accomplished within 5 days of the sick call request.
- B. **Level of Service** - The dental program will provide 40 hours of dentist and 40 hours of dental assistant coverage per week divided between the MCJ and HOC as determined by the need.

V Support Services

- A. **Medical records** - County defendants shall maintain inmate medical records in accordance with industry performance standards. County defendants may do this with either a sufficient level of appropriately classified, trained and managed county staff, vendor services, or combination of the two.
- B. **Pharmacy** - County defendants will provide pharmacy services sufficient to meet the needs of the MCJ and HOC and that are in accordance with all legal requirements.

VI Miscellaneous.

- A. **Physical Plant** - County defendants agree to remodeling in the pre-book, booking and jail records areas as specified in the plan attached as exhibit E. The screening area shall afford some degree of auditory privacy.
- B. **Quality Improvement Council** - County defendants agree to establish a Quality Improvement Council. The Council will be chaired by the Medical Director, and include at a minimum as members representatives from nursing, dental, pharmacy and mental health services. The Council shall meet monthly to evaluate in custody deaths, significant or unusual occurrences, drills, etc. Additionally, the council will annually evaluate specific services within the health services program, including but is not limited to, intake screening, TB screening, sick call, chronic care, infection control (quarterly), infirmary, dental, mental health services, etc. Every Health Services staff member shall review and sign off on the Council's minutes each month.

VII. Monitoring

- A. **Medical Monitor** - Plaintiffs and County defendants will have 30 days to reach agreement on a Medical Monitor. The Medical Monitor will be responsible for working with the County defendants to assist them in developing their plans as outlined above. The monitor will also be responsible for signing off on the initial set of policies and procedures alluded to in this agreement. The Medical Monitor will be responsible for reviewing program compliance and reporting to the parties and to the court, initially on a quarterly basis. As the program becomes more fully implemented, the monitoring frequency can be reduced.
- B. **Monitoring Plans** - To assist the Medical Monitor in conducting reviews, the County defendants will develop plans for ongoing assessment of the effectiveness of the intake process; the timeliness and appropriateness of both the sick call triage procedure and nurse sick call encounters and advanced level provider visits; the adequacy of the chronic care enrollment process; compliance with disease specific protocol required and clinical outcomes; the urgent care system with regard to timeliness and appropriateness of clinical response; specialty services for timeliness, appropriateness and recommendations follow up; the infirmary program with regard to compliance with the program's policies and procedures as well as the appropriateness of the care; the dental program for timeliness of screening and referral, infection control procedures and post operation infection rates; the prenatal screening program for compliance with prenatal protocol; the timeliness, and appropriateness of the implementation of the mental health program; and compliance with medical records timeliness standards. It is understood that the medical monitor will also review the adequacy of the medical distribution program, of the women's health program, of the therapeutic diet program, and of the establishment of the quality improvement council.
- C. **Compliance** - The Medical Monitor will assess each service program listed in this document and make a determination of substantial compliance, partial compliance or noncompliance. It is expected that County defendants shall achieve substantial compliance in each service program within 2 years of the date of this agreement. If this is not achieved, the monitoring will continue for an additional year and may continue longer if needed. After two years next following the commencement of this agreement, once substantial compliance has been achieved, either party may apply to the Court for an order dismissing the health services provisions of this case. Plaintiffs retain the right to oppose the application if

they contend County defendants have failed to comply with any health services provision of this decree.

- D. **Dispute Resolution** - If either party disagrees with the evaluation of the Medical Monitor, the parties will make efforts to resolve their disagreement. If the disagreement cannot be resolved, the matter will be referred to the Court for resolution.
- E. **Costs** - The costs of the Medical Monitor, not to exceed \$60,000 for three years, will be paid by the County defendants.

Part III. Provisions Common to Both Parts. I and II

- A. **Effect Of Partial Illegality.** In the event a court of competent jurisdiction finds as a matter of law that any provision, clause or part thereof contained in this Agreement is illegal or unenforceable, the remainder of this Agreement shall not be affected thereby.
- B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- C. **Captions.** The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.
- D. **Dispute Resolution.** In the event of a dispute relating to or arising from this Agreement, the parties shall endeavor to settle the dispute amicably and in good faith by mutual discussions.
- E. **Neutral Construction.** The language used in this Agreement shall be deemed to be the language chosen by all of the parties to express their mutual intent.
- F. **Miscellaneous.** All exhibits referenced herein are incorporated herein by this reference.

Milton Christensen
Milton Christensen

Dated: 2-14-2004

Alisa Jamieson

Dated: _____

Erika C. Henderson
Erika Henderson

Dated: 01-05-01

William Noggle
William Noggle

Dated: 01-19-01

Troy Briggs

Dated: _____

Mary Gundrum, Class Counsel
Legal Aid Society of Milwaukee

Dated: _____



Micabil Diaz, Class Co-Counsel
ACLU of Wisconsin

Dated: 3-5-01

Lev Baldwin, Milwaukee County Sheriff

Dated: _____

F. Thomas Ament, Milwaukee County Executive

Dated: _____

Mark Ryan, Milwaukee County Clerk

Dated: _____

John E. Schapekahn, Counsel for Lev Baldwin (Milwaukee
County Sheriff) and Milwaukee County,
Office of the Milwaukee County Corporation Counsel,

Dated: 2/26/01

Approved as to form:

A handwritten signature in black ink, appearing to be "R. Bell", written over a horizontal line.

Office of the Milwaukee County Corporation Counsel

Dated: 2-26-01

MILTON CHRISTENSEN, et al.,

Plaintiffs,

vs.

MICHAEL J. SULLIVAN, et al.,

Defendants.

Case No. 96-CV-1835

Hon. Clare L. Fiorenza

ORDER AMENDING SETTLEMENT AGREEMENT AND CONSENT DECREE

Based on the Stipulation of the parties, IT IS HEREBY ORDERED as follows:

1. The Settlement Agreement and Consent Decree previously entered by the Court on June 19, 2001 (the "Settlement Agreement and Consent Decree") is amended as follows:

- A. Part I, § II(A) of the Settlement Agreement and Consent Decree is amended to provide that the population cap of 1,100 shall be lowered to 960 for the remainder of the term of Part I of the Settlement Agreement and Consent Decree.
- B. Part I, § III(F) of the Settlement Agreement and Consent Decree is amended to provide that Milwaukee County, for the remainder of the term of Part I of the Settlement Agreement and Consent Decree, shall continue to provide monthly population summaries to plaintiffs' counsel and shall also report to plaintiffs' counsel any instances of inmates being held in the booking/open-waiting area of the Criminal Justice Facility in excess of twenty-four (24) hours or otherwise being held in the Criminal Justice Facility without a bed in excess of thirty (30) hours.
- C. Part I, § III(G) of the Settlement Agreement and Consent Decree is amended to provide, for the remainder of the term of Part I of the Settlement Agreement and Consent Decree, that counsel for plaintiffs may visit the booking/open-waiting area of the Criminal Justice Facility and interview prisoners being held there, unless the parties otherwise agree in writing, upon at least twelve (12) hours advance written notice (by

facsimile) to the Office of the Milwaukee County Corporation Counsel (Principal Assistant Corporation Counsel John Schapekahn or his designee or successor), with a copy (by facsimile) to the Office of the Milwaukee County Sheriff (Inspector Kevin Carr or his designee or successor) (except, for weekend or holiday visits, notice must be given at least twelve (12) hours in advance and before noon on the last business day preceding the weekend or holiday) and that any such visits and/or interviews shall be at the expense solely of plaintiffs and/or their counsel, subject to plaintiffs' right, if any, to seek an award of fees and/or costs from the Court for any future contempt by the County with respect to the requirements of Part I, § II(C) and the last two sentences of Part I, § II(D) of the Settlement Agreement and Consent Decree.

D. Part I, § III(B) of the Settlement Agreement and Consent Decree is amended to provide that the earliest date any party may apply to the Court for an order dismissing the provisions of Part I of the Settlement Agreement and Consent Decree is June 1, 2007.

2. The Settlement Agreement and Consent Decree shall otherwise remain in full force and effect as originally entered by the Court.

3. Plaintiffs' motion for non-monetary relief is hereby dismissed, except as it relates to plaintiffs' request for liquidated damages in the event of any future violation of Part I, § II(C) and the last two sentences of Part I, § (D) of the Settlement Agreement and Consent Decree.

Dated at Milwaukee, Wisconsin, this 14th day of May, 2007.

BY THE COURT

S/
The Honorable Clare L. Fiorenza
Circuit Court Judge, Branch 3