

CHAPTER CL - CLAIMS

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CHAPTER CL- CLAIMS

SECTION 1 GENERAL PROVISIONS

CL-1.01-1 PURPOSE

It is the intent of the Kenosha County Board of Supervisors that procedures be established for the review, evaluation, and disposition of claims and lawsuits filed against Kenosha County or its officials, and employees in an expeditious and fair manner and that further procedures be established for the resolution of claims filed by the county.

CL-1.02-1 AUTHORIZED AGENT AND ADJUSTER

The Kenosha County Clerk shall act as the authorized agent of Kenosha County with respect to the receipt, filing and processing of all claims and lawsuits affecting Kenosha County. Claims shall be filed at the office of the Kenosha County Clerk located at Room 101 of the Kenosha County Courthouse, 912 - 56th Street, Kenosha, Wisconsin. The Office of County Clerk may contract for the services of an investigator or adjuster for the purpose of providing a preliminary report to Kenosha County insurance carriers and the Office of Corporation Counsel and elected officials.

CL-1.03-1 STATUTORY REFERENCES AND AUTHORITY

Claims may be filed against Kenosha County processed and disposed of pursuant, but not limited to, the provisions of Wisconsin Statutes sections 59.01, 59.07(3), 59.76, 59.77, 59.79, 59.80, 59.81, 60.557, 95.21(8), 174.11, 345.05, 893.80, 895.35 and 895.46, Wisconsin Statutes Chapters 102, 108 and 42 USC 1981-1985.

CL-1.04-1 FILING

All claims upon being filed with the Office of the Kenosha County Clerk shall be receipted, stamped, logged and filed by the County Clerk's Office. All such claims shall be assigned a coded number indicating date filed, name of client, and type of claim. The County Clerk's office shall provide claim forms for individuals which may be used in the processing of such claims (CL FORM 1) and shall utilize standard transmittal letters for forwarding claims and lawsuits to the county's adjuster, corporation counsel, county executive, and the county board and its committees (CL FORM 2).

CL-1.05-1 TIME LIMITS

All claimants filing claims against Kenosha County shall receive either an answer or denial or admission of said claim within 120 days after receipt of said claim by the Kenosha County Clerk's Office. Failure to answer within 120 days is deemed a denial.

CL-1.06-1 CONFIDENTIALITY

All reports and documents filed by the county's adjuster, the corporation counsel or any official regarding any claim shall remain confidential until such time as the claim or litigation is finally disposed of.

CL-1.07-1 RELEASES

Moneys disbursed in settlement or payment of claims or litigation shall be processed through the county clerk's office. No such moneys shall be paid without the county clerk having first obtained a signed release from the claimant or his authorized representative (CL FORM 3). All releases shall be kept on file in the office of county clerk and copied to the corporation counsel's office.

CL-1.08-1 LETTERS OF DENIAL

The Finance Committee is delegated authority to deny claims without further action by the County Board. In the event that a claim is denied a letter of denial (CL FORM 4) shall be sent by certified mail, return receipt requested, to the claimant or his representative by the county clerk's office. All such letters of denial shall be kept on file by the county clerk's office and copied to the office of corporation counsel and county executive.

CL-1.09-1 SETTLEMENT AUTHORIZATION

Pursuant to section 59.07(3)(a) of the Wisconsin Statutes, the Finance Committee is delegated the power of the County Board in regard to current accounts, claims, demands causes of action or settlement against the County where the amount does not exceed \$5,000.

Furthermore, pursuant to the authority granted by Section 59.07(3)(b) of the Wisconsin Statutes, the Corporation Counsel is delegated the power of the County Board in regard to any claim, demand, cause of action or settlement against the county not exceeding \$500.00. Prior to disbursement of any moneys, a report shall be filed with the finance committee and the county executive for informational purposes. In the event an objection is made as to payment, the corporation counsel shall refer the settlement to the Finance Committee as set forth in section CL-2.01-1 of this manual. Any offer of settlement that is made prior

to county board action is deemed made subject to board approval.

CL-1.10-1 SETTLEMENT OF CLAIMS BROUGHT BY KENOSHA COUNTY FOR UNDER \$5,000

The Kenosha County Finance Committee is delegated the authority to settle any claim brought by Kenosha County against another party where the amount sought by Kenosha County is not more than \$5,000.

CL-1.11-1 PUBLIC ASSISTANCE REIMBURSEMENT, THIRD PARTY LIABILITY CLAIMS AND ATTORNEY FEES

So as to expedite reimbursement of any monies paid by Kenosha County to a welfare recipient as a result of that recipient having sustained personal injuries due to the negligence of a third party, the corporation counsel's office is authorized to retain the services of an outside attorney for such collection purposes at a rate equal to 20% of the amount actually reimbursed to Kenosha County.

CL-1.12-1 SETTLEMENT GUIDELINES

Settlements shall be made taking into consideration, without limitation due to enumeration, the following:

- (1) the cost of litigation versus the amount of the claim
- (2) precedential value of case
- (3) mitigation of damages on the part of the claimant
- (4) depreciation of damaged property
- (5) setoff of other amounts owed to Kenosha County
- (6) prior settlements of similar claims
- (7) any enrichment or betterment accruing to the claimant

CL-1.13-1 SETTLEMENT SCHEDULE

Kenosha County will reimburse claimants for the following losses under the following conditions:

- (1) Employee claims for personal items damaged or destroyed if:
 - (a) the occurrence causing the loss happened during the course of county employment, and
 - (b) the loss was caused by the actions of, or circumstances created by, a third party, and not recoverable from the third party or insurance, and
 - (c) the county is granted rights of subrogation, and
 - (d) there was no apparent negligence on the part of

the employee, and

- (e) the loss is not covered under the workman's compensation act, and
 - (f) the value of any property lost or damaged is depreciated at an annual rate of 25%, and
 - (g) the date of purchase and ownership is established, and
 - (h) the loss does not exceed \$100 and is not part of any insurance deductible to be paid by the employee as an insured, and
- (2) County jail inmates for lost or stolen articles:
- (a) the value of any property lost or damaged is depreciated at an annual rate of 25%, and
 - (b) the date of purchase and ownership is established, and
 - (c) the loss does not exceed \$100, and
 - (d) the property lost or stolen was appropriately logged in at the time of booking with the Kenosha County Sheriff's Department and that the date of purchase and value of the item is established at such time, and
 - (e) the item does not constitute contraband.
- (3) County jail inmates for claims for false imprisonment:
- (a) That said imprisonment was due to the negligence or oversight of a Kenosha County employee, and
 - (b) That the claim for false imprisonment was brought to the attention of the Kenosha County Sheriff's Department immediately upon arrest, and
 - (c) That the claimant's claim is limited to an amount not to exceed an hourly rate equal to that which the claimant would have earned during the course of his or her regularly established employment exclusive of the first three hours of detention or arrest and that the claim for any detention beyond three hours for inconvenience, embarrass-

ment, etc., be limited to \$100 for each 24 hours of detention beyond the first three hours.

- (4) Property owner claims for damaged mailboxes:
- (a) That the claim is reported to Kenosha County within 48 hours after the mailbox is damaged by the Kenosha County Highway Department, and
 - (b) That the Kenosha County Highway Department substantiates the presence of a county vehicle in the vicinity of the property in question at the time of the alleged incident, and
 - (c) That the claim is limited to the value of the mailbox destroyed, not to exceed \$100.

CL-1.14-1 DENIAL OF COVERAGE
In the event any county insurance carrier issues a letter of denial of coverage or limited coverage, the corporation counsel's office is authorized to seek a declaratory judgment in appropriate cases.

CL-1.15-1 MANAGEMENT REPORTS
A report shall be filed with the county board and county executive with respect to all accident reports, claims and litigation filed against Kenosha County. Said report shall be filed monthly and shall indicate the amount of damages or judgment being sought, the type of claim and subject matter, the status of the claim or litigation, the availability of insurance coverage, the need for corrective measures the total amount of claims against Kenosha County at any particular time, the total paid in the last period and the total exposure of Kenosha County.

SECTION 2 CLAIM PROCESSING AND LITIGATION

CL-2.01-1 GENERAL LIABILITY CLAIMS OF \$500 OR LESS
General Liability Claims of \$500 or Less by a Third Party for Damage Done to a Person or Property by Kenosha County.

Upon being filed with the Office of Kenosha County Clerk, all such claims shall be forwarded to the county's adjuster for the purpose of investigation. The adjuster shall file a report with the county's insurance carrier, the Finance Committee, and the Corporation Counsel's Office. Within 10 days of the receipt of the adjuster's report and

recommendation, the Corporation Counsel's Office may note any objections with respect to the disposition of said claim by filing a report with the Office of the County Executive and the Finance Committee. The Finance Committee may approve, approve in part or deny the claim. In the event said claim is approved and covered by insurance, the County Clerk's Office shall execute a check, not exceeding the deductible, which shall be forwarded to the adjuster who shall obtain a signed release (CL FORM 3) which shall be filed with the Clerk and the Corporation Counsel's Office. In the event the claim is approved and not covered, said check shall be executed by the County Clerk's Office and forwarded to the claimant after having obtained a signed release (CL FORM 3) from the claimant. All signed releases shall be filed in both the office of the county clerk and the corporation counsel. In the event that the claim is denied, a letter of denial (CL FORM 4) shall be forwarded to the claimant and filed with the office of the County Clerk, the Corporation Counsel and the adjuster. In the alternative, settlements not in excess of \$500 may be made by the Corporation Counsel as authorized by Wisconsin Statute section 59.07(3)(b) provided that prior to disbursement of any moneys a report shall be filed with the Finance Committee and the County Executive for informational purposes and further provided that no objection is received to said disbursement within 10 days of said notice and further that a proper release is obtained (CL FORM 3) and filed.

CL-2.02-1 GENERAL LIABILITY CLAIMS IN EXCESS OF \$500 BUT NOT MORE THAN \$5,000

General Liability Claims in Excess of \$500 But Not More Than \$5,000 by a Third Party for Damage Done to a Person or Property by Kenosha County:

Upon being filed with the county clerk, all claims shall be forwarded to the county's adjuster for the purpose of producing a report with appropriate recommendations which report shall be filed with the county's insurance carrier, the Finance Committee and the corporation counsel's office. Said report shall be reviewed by the corporation counsel's office and a recommendation prepared and forwarded to the Finance Committee, the appropriate departmental oversight committee and the county executive. The appropriate departmental oversight committee or the county executive may communicate any objections to the recommendation being made to the finance committee by filing an objection with the finance committee within 10 days of the receipt of the corporation counsel's recommendation. Upon being acted

upon by the Finance Committee, it shall be forwarded back to the county clerk's office. In the event that the claim is approved and covered by insurance a check not exceeding the deductible shall be executed by the county clerk and forwarded to the adjuster for the purpose of obtaining a signed release (CL FORM 3) which shall be filed with the clerk and the corporation counsel's office. In the event that the claim is approved but not covered, the check that is so produced shall be forwarded to the claimant by the County Clerk after having obtained a signed release (CL FORM 3) which shall be filed with the clerk and the corporation counsel's office. In the event that the claim is denied, a letter of denial (CL FORM 4) shall be forwarded to the claimant with a copy filed in the office of the county clerk, the office of corporation counsel and with the county's adjuster.

CL-2.03-1

GENERAL LIABILITY CLAIMS OVER \$5,000

GENERAL LIABILITY CLAIMS OVER \$5,000 BY A THIRD PARTY FOR DAMAGE DONE TO A PERSON OR PROPERTY BY KENOSHA COUNTY.

Upon being filed with the county clerk, the claim shall be forwarded to the adjuster who shall produce a report with a recommendation as to disposition. The report shall be filed with the county's insurance carrier, the Finance Committee and the corporation counsel's office. Upon receipt of such report from the adjuster, the corporation counsel's office shall review said report and prepare a resolution and recommendation for action by the Kenosha County Finance Committee. The corporation counsel's recommendation shall be forwarded to the appropriate departmental standing committee and the county executive which shall have 10 days to note any objections to the Finance Committee. The finance committee shall forward a resolution to the county board and the county executive for signature. Upon being so advised, the county clerk, in the event the claim is approved and covered, shall produce a check not exceeding the deductible and forward said check to the adjuster who shall obtain a signed release (CL FORM 3) and who shall file a copy of said release with the office of the county clerk and the corporation counsel. In the event that the claim is approved but not covered by insurance, a check shall be produced by the county clerk and forwarded to the claimant after having first obtained a signed release (CL FORM 3) which shall be filed with the clerk and the corporation counsel's office.

In the event that the claim is denied, a letter of denial (CL FORM 4) shall be forwarded to the claimant with a copy filed with the county clerk, the corporation counsel and

the adjuster.

CL-2.04-1 CLAIMS PROCESSING AUTOMOBILE

Claims for damage done to a third party's person or property by a vehicle licensed to Kenosha County shall be processed in the following manner. Upon being filed with the county clerk, said claim shall be forwarded to the county's adjuster for the purpose of producing a report and recommendation regarding the disposition of said claim. Said report shall be filed with the county's insurance carrier, the finance committee and the corporation counsel's office. The insurance carrier shall either approve and pay said claim and obtain a release or deny said claim with a report being filed with the county board, the county clerk, the corporation counsel and the county executive.

CL-2.05-1 CONTRACT AND OTHER UNINSURED CLAIMS

All contract and other uninsured claims shall be filed with the office of the county clerk and forwarded to the corporation counsel's office for review. The corporation counsel shall file a recommendation with respect to the allowance or denial of the claim with the county executive, the appropriate departmental oversight committee and the finance committee. Settlements not in excess of \$500 and settlements between \$500 and \$5,000 may be made in the same manner as settlements of similar general liability claims. Settlements in excess of \$5000 shall be forwarded by the finance committee to the county board in the form of a resolution. The county executive and the appropriate departmental oversight committee may object to the recommended action by filing an objection with the finance committee within 10 days of receipt of the corporation counsel's recommendation. No moneys shall be disbursed by the county clerk's office without first having obtained a signed release (CL FORM 3), which release shall be kept on file in the office of the county clerk and the corporation counsel's office. In the event a claim is denied, a letter of denial (CL FORM 4) shall be forwarded to the claimant by the county clerk's office.

CL-2.06-1 DOG CLAIMS

Claims against Kenosha County for damage done by animals shall be processed in the following manner. Upon being filed with the office of the county clerk, the claim shall be forwarded to the Extension Education and Conservation Committee which shall forward a recommendation to the Finance Committee. In the event that the claim is approved and is under \$500, the finance committee shall authorize the clerk to prepare and forward a check to the claimant.

In the event that the claim is approved and is between \$500 and \$5,000, the committee shall authorize the clerk to notify the executive and the county board and shall also be authorized to prepare and forward a check to the claimant.

In the event that the claim is over \$5,000 and is approved, a resolution shall be prepared to be forwarded to the county board and the county executive. Upon approval, the clerk shall be authorized to prepare and forward a check to the claimant. No check shall be disbursed without first having obtained a release (CL FORM 3) to be kept on file in the county clerk's office. In the event that the claim is denied, the county clerk shall forward a letter of denial to the claimant (CL FORM 4).

- CL-2.07-1 RABIES CLAIMS BY VETERINARIANS AND TOWN FIRE CLAIMS
All claims by veterinarians for rabies and town fire claims shall be processed in the following manner. Upon being filed with the county clerk, the claim shall be reviewed by the county clerk to determine if the requirements of Wisconsin Statutes section 95.21(8) and 60.557 have been complied with. The recommendation of the county clerk shall be forwarded to the finance committee and upon approval a check shall be issued to the claimant after first having obtained a release (CL FORM 3). In the event a claim is to be denied, a letter of denial (CL FORM 4) shall be sent to the claimant.
- CL-2.08-1 PROCESSING OF WORKERS COMPENSATION CLAIMS
Workers compensation claims shall be processed as set forth in the "Safety" section of this manual. Claims shall not be denied without prior consultation with the corporation counsel's office.
- CL-2.09-1 PROCESSING OF UNEMPLOYMENT COMPENSATION CLAIMS
An official or employee served with notice of the filing of an unemployment compensation claim against Kenosha County shall forward such notice immediately to the Kenosha County Personnel Office. No such claim shall be denied without prior consultation with the corporation counsel's office.
- CL-2.10-1 LITIGATION
Any summons and complaint filed against the county or any of its officials or employees and served upon any such official or employee shall be forwarded to the county clerk's office. Any such summons and complaint filed against Kenosha County, its officials or employees shall be forwarded to the Office of the Kenosha County Corporation Counsel and the county's adjuster by means of a transmittal letter (CL FORM 2). All such summons and complaints shall

be answered within twenty days. The county board and the county executive shall be so advised by the county clerk of the filing of the litigation, the subject matter of the litigation, the amount of damages or judgment being sought, availability of insurance coverage, and needed corrective measures. All answers forwarded with respect to any summons and complaints shall be by certified mail with return receipt requested. In the event that an answer is not filed, a motion for dismissal based upon, but not limited to, lack of jurisdiction, venue or timeliness shall be filed instead.

APPENDIX

FORMS

The following forms shall be utilized in the processing of claims.

- (1) Claim Form (CL FORM 1)
- (2) Transmittal letter (CL FORM 2)
- (3) Release of Claims - Final Settlement (CL FORM 3)
- (4) Letter of Denial (CL FORM 4)

Against Kenosha County

FULL NAME _____ DATE _____

ADDRESS _____

TELEPHONE NO.: Home _____
Work _____

DATE & TIME OF ACCIDENT OR LOSS _____

LOCATION OF ACCIDENT _____

DESCRIPTION OF ACCIDENT OR LOSS _____

WITNESS: Name _____
Address _____

Phone # _____

AMOUNT OF CLAIM: \$ _____
(Damages)

CLAIMANT'S SIGNATURE _____

(Attach receipts, estimates, and/or other supporting data to this form)

Please return this form to: Office of County Clerk
Room 101, Court House
Kenosha, WI 53140
Telephone # 656-6455

RELEASE
IN FULL OF ALL CLAIMS

IN CONSIDERATION of the payment of _____ Dollars,
to _____ in hand paid by _____, I/We do hereby
release and forever discharge _____

their heirs, representatives, successors, assigns, and all other persons,
firms, and corporations, from any and all liability, actions, causes of
actions, claims and demands known or unknown, upon or be reason of any
damage, loss or injury, which heretofore have been or which hereafter may
be sustained by _____ in consequence of _____

I understand that the injury may be permanent and progressive and
recovery may be uncertain and I/we rely on my/our judgment only in making
this release and do not rely on any other person in any manner whatsoever.

IT IS FURTHER AGREED AND UNDERSTOOD that said payment is not to be
construed as an admission of any liability and is a compromise of a doubt-
ful and disputed claim.

IT IS FURTHER AGREED AND UNDERSTOOD that this release and the payment
made pursuant thereto is not to be construed as a waiver by or as an estop-
pel of any parties hereby released to prosecute a claim or cause of action
against the undersigned or any other person, firm or corporation for damag-
es sustained as a result of the said accident hereinabove referred to, or
to deny liability to and defend against any claim or action brought by any
person, firm or corporation as a result of the accident hereinabove re-
ferred to, and the parties hereby released expressly reserve any claims
they may have against the undersigned for damages arising out of the acci-
dent hereinabove referred to.

This release contains the ENTIRE AGREEMENT between the parties hereto
and the terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF I/We have hereunto set My/Our hand and seal this
_____ day of _____, 19____.

Address _____

Witnessed: _____

Address _____

Witnessed: _____

Address _____

STATE OF WISCONSIN)

: ss

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 19____,
the above named _____ to me known to be the person(s)
who executed the foregoing instrument and acknowledged the same.

Notary Public _____ County, WI
My Commission Expires _____

FOR AND IN CONSIDERATION OF:

_____ Dollars

(S _____) receipt of which is hereby acknowledged. I/we hereby fully and forever release and discharge Kanosha County, its officers, officials, employees and the successors of said officers, officials and employees, from any and all claims, demands, actions and rights of action, of whatever kind or nature, which I/we now have or may hereafter have arising out of or resulting in any manner from injuries, losses and damages, (known or unknown, developed or undeveloped), sustained as a result of an incident which occurred on or about the _____ day of _____, 19____ at or near _____

The undersigned hereby accepts/accept said sum as a compromise and final settlement of all claims on account of any dispute between the parties hereto as to whether the above named parties are liable to the undersigned or not, and also as to the nature, extent and permanency of the injuries sustained by me/us.

The undersigned agrees/agree that in making this release, he/they relies/rely on his/their own judgment, belief, and knowledge and not on representations or statements made by any of the persons hereby released or anyone representing them or physicians or surgeons employed by them.

The undersigned agrees/agree that the payment of the above sum is not to be construed as an admission of any liability whatsoever by or on behalf of the above named parties, by whom liability is expressly denied.

It is specifically understood and agreed that the settlement referred to above in no way affects the right of any party hereby released to present or enforce any claim or claims it or they may have against the undersigned or any insurer.

I/WE HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed and sealed this _____ day of _____, 19____.

In the presence of:

(Seal)
(Seal)

LETTER OF DENIAL OF CLAIM

DATE

Re: Claim _____

Dear _____:

Please be advised that the County of Kenosha, after careful consideration, has denied the claim you recently filed against the County. The County's position is that it is not legally liable for the damages or injuries you have claimed.

Please be further advised that pursuant to section 893.80(b) of the Wisconsin Statutes, no action on a claim may be brought after 6 months from the date of service of this letter.

Yours very truly,

Certified Mail
Return Receipt Requested # _____