

ROCK COUNTY, WISCONSIN



Board of Supervisors  
51 South Main Street  
Janesville, WI 53545  
(608)757-5510

**COUNTY BOARD STAFF COMMITTEE  
TUESDAY – APRIL 25, 2017 – 4:00 P.M.  
CONFERENCE ROOM N-1 – FIFTH FLOOR  
ROCK COUNTY COURTHOUSE-EAST**

**Agenda**

1. Call to Order & Approval of Agenda
2. Citizen Participation, Communications and Announcements
3. Approval of Minutes – April 11, 2017
4. Transfers
5. Resolution
  - A. Proclaiming National County Government Month
6. Discussion and Possible Action on Rock County Administrative Policy 5.45 – Uniform / Equipment Allowance
7. Discussion and Possible Action on the Wisconsin Municipal Mutual Insurance Company Liability Policy
8. Claim
9. Adjournment

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Lisa Tollefson  
INITIATED BY



Lisa Tollefson  
DRAFTED BY

County Board Staff Committee  
SUBMITTED BY

April 6, 2017  
DATE DRAFTED

**PROCLAIMING APRIL 2017 NATIONAL COUNTY GOVERNMENT MONTH**

- 1 **WHEREAS**, the nation's 3,069 counties serving more than 300 million Americans provide essential
- 2 services to create healthy, safe and vibrant communities; and
- 3
- 4 **WHEREAS**, counties move America forward by providing health care, administering justice, keeping
- 5 communities safe, creating economic opportunities and much more; and
- 6
- 7 **WHEREAS**, Rock County and all counties take pride in their responsibility to protect and enhance the
- 8 health, welfare and safety of its residents in efficient and cost-effective ways; and
- 9
- 10 **WHEREAS**, through National Association of Counties President Bryan Desloge's "Brilliant Ideas at Work"
- 11 initiative, NACo is encouraging counties to focus on the most innovative programs and services that
- 12 strengthen communities; and
- 13
- 14 **WHEREAS**, in order to remain healthy, vibrant and safe, America's counties provide public health, justice,
- 15 safety, infrastructure, transportation, technology, environmental stewardship and economic services that play
- 16 a key role in everything from residents' daily commutes to emergency response; and
- 17
- 18 **WHEREAS**, each year since 1991, the National Association of Counties has encouraged counties across the
- 19 country to actively promote their own programs and services to the public they serve; and
- 20
- 21 **WHEREAS**, the Rock County Planning, Land Conservation and Health Departments are working
- 22 together to inform, educate and find solutions to the high groundwater nitrate issue in Rock County; and
- 23
- 24 **WHEREAS**, Rock County Facilities Management updated the lighting at the Job Center, changing out
- 25 inefficient halogen lighting to energy efficient LED lighting, creating a better working environment; and
- 26
- 27 **WHEREAS**, the Evidence Based Decision Making Ad Hoc Committee is working with local, county
- 28 and state departments to create a justice system framework that will result in improved system
- 29 outcomes for the individual and the community.
- 30
- 31 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled
- 32 this \_\_\_\_\_ day of \_\_\_\_\_, 2017 does hereby proclaim April 2017 as National County Government
- 33 Month in honor of all county officials, employees and partners.

Respectfully submitted,

**COUNTY BOARD STAFF COMMITTEE**

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Mary Mawhinney

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Terry Thomas

\_\_\_\_\_  
Betty Jo Bussie

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The Employer will pay a yearly uniform allowance in a separate check in the following amounts to the Unilateral Non-Command Staff in the Rock County Sheriff's Office: Vehicle Maintenance Staff, Sheriff's Clerk, and Investigative Assistant will get \$130.00, RECAP Supervisor and Correctional Supervisor will get \$520.00, Office Staff will get \$520.00.

The following job titles at the Rock County Sheriff's Office will receive a \$95 cleaning allowance: RECAP Supervisor, Correctional Supervisor, Financial Office Manager, Administrative Secretary, or Secretary I/II.

The Employer will pay to each Public Works Superintendent, Shop Superintendent, or Store Keeper, a one-time annual payment of \$250.00, in return for which each Employee shall be required to wear approved safety glasses and safety shoes during all working hours in accordance with posted work rules.

The following language only applies to employees who are in job classes that were covered by the following collective bargaining agreements on December 31, 2011.

(AFSCME 1258)

The Employer will pay a yearly uniform allowance of \$50 to each LPN, CNA, ESW, ATA and to each employee working in the food service department, at Rock Haven. \$25 will be paid to materials supply clerks.

All employees will receive the uniform allowance on the first paycheck of the year.

Newly hired employees will receive the uniform allowance on their first paycheck after date of hire.

(AFSCME 1077)

The Employer will provide and clean all uniforms it requires for Employees of the Department of General Services, and those Employees of the Department of Public Works assigned to Parks and Airport, Public Works – Shop Crew Leader, Maintenance Worker, Parks/Highway Patrol Worker, Machinists, Mechanics and Welders at no cost to the Employee.

The Employer will pay to each Employee a one-time annual payment of \$250.00, in return for which each Employee shall be required to wear approved safety glasses and safety shoes during all working hours in accordance with posted work rules.

(AFSCME 2489)

Sheriff Department Uniform Allowance. Each employee in this unit in the Rock County Sheriff's Department shall be granted a one-time annual uniform allowance of \$320.00 and a laundry and dry cleaning expenses of \$95.00.

Uniform Allowance - 911 Center. The County shall grant an annual uniform allowance of \$200.00.

Damage to Personal Articles & Clothing. In the event that personal clothing/articles of an employee are damaged in the employee's normal course of duties and as a result of the actions of a third party, the County will replace the clothing or articles by payment to the employee of a sum that represents a fair market value of clothing or articles at the time of damage. Employees receiving a clothing allowance shall be ineligible for reimbursement for items damaged that are eligible for purchase under the allowance. The amount of reimbursement shall not exceed \$150 per employee per incident.

The incident causing such damage and the value of the clothing or articles damaged, may be subject to verification by a competent witness at the request of the Employer. It will be the sole judgment of the Employer what market value is attached to the particular article or piece of clothing, which shall not be arbitrary, capricious or discriminatory.

(YSC)

Employees will be reimbursed up to \$50 for damage to personal articles and clothing; and up to \$150 for damage to corrective lens replacement by acts occurring while acting within their official capacity.

Rock County Sheriff's Office Uniform Allowance and Cleaning Expenses									
2017 P&P and Ordinances									
Position	Employee Group	FTE	Uniform Allowance	Cleaning Allowance	Uniform Required?	Uniform Defined	Comments	Location of Language	
Chief Deputy	Unilateral - Command Staff	1.00	\$ 1,025.00	No	Varies on tasks during shift	Class A Uniform - Special Occasions; Class B Uniform - Field Duties; Professional Attire		Ordinance 18.109	
Commander	Unilateral - Command Staff	2.00	\$ 1,025.00	No	Varies on tasks during shift	Class A Uniform - Special Occasions; Class B Uniform - Field Duties; Professional Attire		Ordinance 18.109	
Captain	Unilateral - Command Staff	6.00	\$ 1,025.00	No	Varies on tasks during shift	Class A Uniform - Special Occasions; Class B Uniform - Field Duties; Professional Attire		Ordinance 18.109	
Correctional Supervisor	Unilateral Non-Command Staff	1.00	\$ 520.00	No	Yes	Class A Uniform - Special Occasions; Class B Uniform - Field Duties		P&P 5.45	
RECAP Supervisor	Unilateral	1.00	\$ 520.00	No	Yes	Logo top, jeans, shorts, khaki		P&P 5.45	
Vehicle Maintenance Supervisor	Unilateral	0.45	\$ 130.00	No	Yes	Logo top, jeans, shorts, khaki		P&P 5.45	
Vehicle Maintenance Technician	Unilateral	0.30	\$ 130.00	No	Yes	Logo top, jeans, shorts, khaki		P&P 5.45	
Financial Office Manager	Unilateral	1.00	\$ 520.00	No	No	Professional attire; Logo attire	Must maintain Logo attire; Denoted as Office Staff	P&P 5.45	
Administrative Secretary	Unilateral	1.00	\$ 520.00	No	No	Professional attire; Logo attire	Must maintain Logo attire; Denoted as Office Staff	P&P 5.45	
Secretary II	Unilateral	2.00	\$ 520.00	No	Yes	Logo attire, Black or Khaki pants	Denoted as Office Staff	P&P 5.45	
Secretary I	Unilateral	1.00	\$ 520.00	No	Yes	Logo attire, Black or Khaki pants	Denoted as Office Staff	P&P 5.45	

Account Clerk III	2489	3.00 \$	320.00 \$	95.00 \$	Yes	Logo attire, Black or Khaki pants	P&P 5.45
Administrative Assistant	2489	11.00 \$	320.00 \$	95.00 \$	Yes	Logo attire, Black or Khaki pants	P&P 5.45
Public Safety Utility Clerk	2489	6.00 \$	320.00 \$	95.00 \$	Yes	Logo attire, Black or Khaki pants	P&P 5.45
Optical Imaging Specialist	2489	1.00 \$	320.00 \$	95.00 \$	Yes	Logo attire, Black or Khaki pants	P&P 5.45
Sergeant	DSS	22.00 \$	1,025.00 No		Yes, varies based on assignment	Class A Uniform; Class B Uniform; Logo attire	DSS Contract
Detective	DS	6.00 \$	1,025.00 No		Varies on tasks during shift	Class A Uniform; Class B Uniform; Logo attire	DS Contract
Deputy Sheriff	DS	62.00 \$	1,025.00 No		Yes, varies based on assignment	Class A Uniform; Class B Uniform; Logo attire	DS Contract
Correctional Officer	CO	81.00 \$	635.00 No		Yes, varies based on assignment	Class A Uniform; Class B Uniform; Logo attire	CO Contract
Sheriff's Clerk	Appendix J	0.30 \$	- No		Yes	Logo top, Black or Khaki pants	Currently vacant
Investigate Assistant	Appendix J	0.40 \$	- No		Yes	Logo top, Black or Khaki pants	

Worn for special occasions such as funerals, ceremonies, court appearances

Worn while assigned to field duties

May include polo shirts, twill dress shirts, sweaters, that include the sheriff's office logo/patch/badge

Class A Uniform:

Class B Uniform:

Logo Attire:

# WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties, and what is and is not covered.

The **Named Insured**, mailing address, and **Policy Period** are those shown on the Declarations Page unless otherwise endorsed. The terms "we," "us," and "WMMIC" refer to the Wisconsin Municipal Mutual Insurance Company. The term "you" refers to the **Named Insured** and any other **insured** as set forth in the "Who Is An Insured" Section of the policy.

Words and phrases that are shown in **bold text** have defined meanings as set forth in the Definitions Section.

## COVERAGES

WMMIC will pay those sums that the **Named Insured** becomes legally obligated to pay as **damages** in excess of the Self-Insured Retention Limit shown on the Declarations Page arising out of:

- A. **Bodily Injury and Property Damage** caused by an **occurrence**;
- B. **Personal Injury** caused by an offense;
- C. A **Public Officials Error or Omission** caused by a **wrongful act**;
- D. An **Unfair Employment Practice** caused by a **wrongful act**;
- E. A **Benefit Error** caused by a **wrongful act**;

to which this insurance applies. This insurance applies only if:

- (1) the **occurrence**, offense, or **wrongful act** takes place during the **policy period** shown on the Declarations Page; and
- (2) the **occurrence**, offense, or **wrongful act** arises in the course and scope of operations of the **Named Insured** and within the scope of duties for an **Insured**.

## DEFENSE AND SETTLEMENT

At its sole discretion, WMMIC has the right and duty to investigate, defend, appeal, and control any **claim** or **suit** seeking **damages** arising out of any **occurrence**, offense, or **wrongful act**. WMMIC has no duty to incur or pay any cost, investigate, or defend or settle any **claim** or **suit** unless the allegations contained in the **claim** or **suit** are covered by this Policy.

If a **claim** is made or a **suit** is brought, the **Named Insured** shall notify WMMIC in writing. WMMIC will, at its discretion, investigate any covered **occurrence**, offense, or **wrongful act**, and in accordance with WMMIC's policies and procedures, defend and/or settle any covered **claim** or **suit** that may result. The **Named Insured** and any other **insured** shall cooperate fully. If WMMIC provides a defense, WMMIC has the discretion to and will select an attorney to defend the **insured** in the **suit**. If WMMIC provides a defense, it will pay **defense costs**. **Defense costs do not erode, and are in addition to, the Limit of Liability shown on the Declaration Page.** **Defense costs** erode and are included within the Self-Insured Retention limit as shown on the Declarations Page.

If a settlement is made or a judgment is entered against an **insured** for a covered **claim**, and the amount of **damages** and **defense costs** exceeds the **self-insured retention** shown in the Declarations Page, WMMIC shall pay the **damages** and **defense costs** in excess of the **self-insured retention** shown on the Declarations Page. WMMIC shall not be responsible for any further **damages** and **defense costs** after the applicable Limit of Liability has been exhausted by the payment of **damages**.

Should any **insured** retain its own counsel to defend, or to participate in the defense of any **claim**, WMMIC shall have no obligation to pay any cost or expenses resulting from the retention of counsel by the **insured**. Even if an **insured** retains its own counsel, such event shall not in any manner effect or diminish WMMIC's exclusive right to control the defense or settlement of any covered **claim** or **suit**.

## **SELF-INSURED RETENTION AND WMMIC'S LIMIT OF LIABILITY**

Regardless of the number of:

- (1) **insureds** under this Policy,
- (2) persons or organizations who claim injury and **damages**, and/or
- (3) **claims** made or **suits** brought,

WMMIC's liability for **damages** shall be limited as follows:

- A. With respect to **claims** or **suits** for **Bodily Injury, Property Damage, Personal Injury, Public Officials Errors and Omissions, Unfair Employment Practices, or Employee Benefits** liability or any combination thereof, WMMIC's liability shall be limited to the amount of **damages** up to the limit in Item 5 a. shown on the Declarations Page arising out of any one **occurrence**, offense, or **wrongful act** and in excess of the **self-insured retention** limit.
- B. Subject to A. above, WMMIC's liability for **damages** for **Products/Completed Operations** is limited to the Annual Aggregate Limit amount in Item 5 b. shown on the Declarations Page. The **Products/Completed Operations** Annual Aggregate limit is the most WMMIC will pay for all **damages** for **Products/Completed Operations** taking place during the **Policy Period** regardless of the number of **occurrences**.
- C. Subject to A. above, WMMIC's liability for **damages** for **Personal Injury, Public Officials Errors and Omissions, Unfair Employment Practices, or Employee Benefits** liability is limited up to the Annual Aggregate Limit in Item 5 c. shown on the Declaration. The **Personal Injury, Public Officials Errors and Omissions, Unfair Employment Practices, or Employee Benefits** Annual Aggregate limit is the most WMMIC will pay for all **damages** for **Bodily Injury, Property Damage, Personal Injury, Public Officials Errors and Omissions, Unfair Employment Practices, or Employee Benefits** taking place during the **Policy Period** regardless of the number of **occurrences**, offenses, or **wrongful acts**.
- D. For the purpose of determining the limit of WMMIC's liability, all **damages** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**, offense, or **wrongful act**.



- E. **Bodily Injury, Property Damage, Personal Injury, Public Officials Errors and Omissions, Unfair Employment Practices, or Employee Benefits** liability taking place over more than one **Policy Period** shall be deemed to have taken place during the **Policy Period** when the first **claim** was made or **suit** was brought.

### POLICY TERRITORY

This Policy applies to an **occurrence**, offense, or **wrongful act** taking place during the **policy period** in the United States of America, its territories or possessions, the Commonwealth of Puerto Rico, and the District of Columbia, if the **claim** or **suit** is brought in a court of law in a jurisdiction of the United States of America.

### WHO IS AN INSURED

Each of the following is an **Insured** to the extent set forth below:

1. The **Named Insured** shown on the Declarations Page.
2. Elected or appointed officials of the **Named Insured**, including members of the **Named Insured's** governing body or any other committees, boards, commissions of the **Named Insured**, while acting within the course and scope of their duties for the **Named Insured**;
3. Employees of the **Named Insured** while acting within the course and scope of their duties for the **Named Insured**.
4. Your expressly authorized volunteer workers, only while performing duties related to the conduct of your business.
5. Any person designated in the foregoing paragraphs 1. through 4.:
  - a. While acting within the scope of his/her duties:
    - (1) with respect to the use of an **automobile** not owned by the **Named Insured**, while being used on the behalf of the **Named Insured**, and then only excess over any other insurance specifically insuring such **automobile**, except that no employee or volunteer of the **Named Insured** shall be considered an **insured** for the purposes of **Uninsured Motorist Coverage**.
    - (2) While using any **owned automobile** or **hired automobile** and any person legally responsible for the use of the **automobile** with the permission of the **Named Insured**, except that no employee or volunteer of the **Named Insured** shall be considered an **insured** for the purposes of **Uninsured Motorist Coverage**. With respect to **hired automobiles**, this insurance will be excess over any other insurance specifically insuring such **hired automobile**.
  - b. The coverage extended by this paragraph 5. shall not apply:
    - (1) To any person operating an **automobile** while working in a business that sells, services, repairs, delivers, tests, parks, or stores **automobiles**, unless they are employees of the **Named Insured** acting within the course and scope of their employment;

- (2) To the owner or lessor of any **hired automobile**, other than the **Named Insured**, or any agent or employee of such owner or lessor. This exception does not apply if the owner or lessor is an **insured** designated in paragraphs 1. through 4. above.

## EXCLUSIONS

This insurance does not apply to:

a. Expected or Intended Injury

Liability for any conduct that an **insured** knew or should have known would result in **damages**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of force to protect persons or property.

b. Contractual Liability

Liability for which the **insured** is obligated to pay **damages** for **bodily injury** or **property damage** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages**:

- (1) Assumed in a contract or agreement that is an **insured contract** provided that the **damages** occur subsequent to the execution of the contract or agreement; or
- (2) That the **insured** would have in the absence of the contract or agreement.

c. Workers' Compensation and Similar Laws

Liability or any obligation of the **Named Insured** under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

d. Employer's Liability

Liability for **bodily injury** or **personal injury** to:

- (1) Any employee of the **Named Insured** arising out of and in the course of employment by the **Named Insured** or performing duties related to the conduct of the **Named Insured's** business; or
- (2) The spouse, child, parent, brother or sister of an employee as a consequence of paragraph (1) above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity.

This exclusion applies to any obligation to share **damages** with or repay someone else who must pay **damages** because of **bodily injury** or **personal injury**.

This exclusion does not apply to liability assumed by the **insured** under an **insured contract**.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

JEFFREY S. KUGLITSCH  
INITIATED BY



JEFFREY S. KUGLITSCH  
DRAFTED BY

COUNTY BOARD STAFF  
SUBMITTED BY

JANUARY 3, 2011  
DATE DRAFTED

RESCINDING RESOLUTION 08-5B-022 TITLED UPDATING CLAIMS REVIEW PROCESS

1 WHEREAS, Rock County adopted Resolution 08-5B-022 on May 22, 2008 which updated the  
2 claims review process for Rock County; and  
3

4 WHEREAS, it documented procedures that had been used for years by the County while self-  
5 insured, for the approval and denial of specific claims brought to the Rock County Board of Supervisors;  
6 and  
7

8 WHEREAS, in 2007, Rock County joined the Wisconsin Municipal Mutual Insurance Company  
9 (WMMIC) and as part of that signed an agreement which indicated that WMMIC would have the  
10 responsibilities to determine how claims were resolved; and  
11

12 WHEREAS, WMMIC has requested the County rescind their current policy since they believe it  
13 is contrary to the agreement that Rock County signed and is different than any other organization insured  
14 by them; and  
15

16 WHEREAS, WMMIC assures Rock County that their opinion as to whether or not a claim should  
17 be approved or denied will be considered by WMMIC before any action is taken; and  
18

19 WHEREAS, the County Board Staff Committee has reviewed these procedures and approves the  
20 contracted language with WMMIC.  
21

22 NOW, THEREFORE, be it resolved by the Rock County Board of Supervisors in session this 27<sup>th</sup>  
23 day of January, 2011, that it officially rescinds Resolution 08-5B-022 and indicates that it will  
24 follow the appropriate claims procedure as agreed to in its contract with the Wisconsin Municipal Mutual  
25 Insurance Company (WMMIC).  
26

27 BE IT FURTHER RESOLVED that all initial notice of claims in excess of \$10,000 will still be  
28 presented to the County Board pursuant to Wisconsin Statutes and all subsequent outcomes of those  
29 claims will be reported to the Board.

Respectfully submitted:

COUNTY BOARD STAFF COMMITTEE:

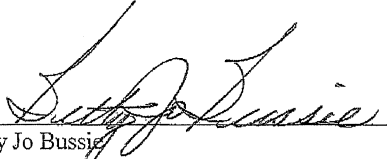
J. Russell Podzinski  
J. Russell Podzinski, Chair

Sandra Kraft  
Sandra Kraft, Vice Chair

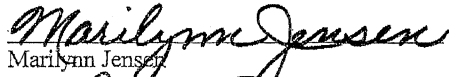
Eva Arnold  
Eva Arnold

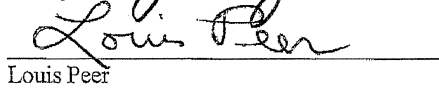
Hank Brill  
Hank Brill

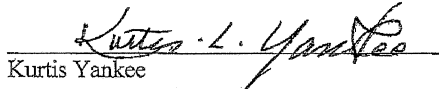
11-1B-273

  
Betty Jo Bussig

*Absent*  
Ivan Collins

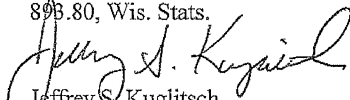
  
Marilyn Jensen

  
Louis Peer

  
Kurtis Yankee

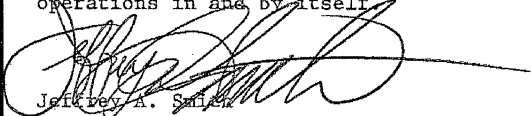
LEGAL NOTE:

The County Board is authorized to take this  
action pursuant to § 59.01, 59.51 and  
89B.80, Wis. Stats.

  
Jeffrey S. Kuglitsch  
Corporation Counsel

FISCAL NOTE:

This resolution addresses a policy issue  
and has no direct fiscal impact on Rock County  
operations in and by itself.

  
Jeffrey A. Sailer  
Finance Director

ADMINISTRATIVE NOTE:

Recommended,

  
Craig Knutson  
County Administrator

## EXECUTIVE SUMMARY

The County's claim policy for the last 25 to 30 years was that amounts less than \$5,000 were allowed to be settled by the Corporation Counsel Office; amounts \$5,000 to \$10,000 were decided by the County Board Staff Committee and claims of more than \$10,000 went to the County Board for their approval/denial. This process was in effect while the County was self-insured. In 2007, Rock County joined the Wisconsin Municipal Mutual Insurance Company (WMMIC). WMMIC at that time wanted documentation on how Rock County made their decisions on claims. Resolution 08-5B-022 was used for that purpose and sent to WMMIC. However, a new executive director has taken over at WMMIC and he correctly points out that Rock County signed an agreement to have WMMIC handle the County's claims as the insurance company. As our policy dictates, those claims decisions are made by the insurance company, not the insured. WMMIC has asked that we rescind Resolution 08-5B-022 and that we honor the agreement that we signed. WMMIC also indicates that Rock County's opinion will still be considered when determining the appropriate course of action on any claim filed against Rock County. This resolution would rescind the resolution that was adopted previously and would allow Rock County to then proceed pursuant to its contractual agreements with WMMIC.



**MEMORANDUM**

**TO:** County Board Staff Committee  
**FROM:** Jeffrey S. Kuglitsch, Corporation Counsel  
**DATE:** April 7, 2017  
**RE:** Notice of Claim

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**CLAIMANT:** Kathleen D. Sargent  
**DATE OF INCIDENT:** August 29, 2014  
**DATE OF NOTICE OF CLAIM:** March 30, 2017  
**AMOUNT CLAIMED:** \$63,603.48  
**NATURE OF CLAIM:** Kathleen D. Sargent sustained injuries and damages in a fall on a wet restroom floor in the Eclipse Center, Beloit, while in the Community Action, Incorporated, office. Rock County is not involved with Community Action, Incorporated or the maintenance of the restrooms.  
**RECOMMENDATION:** Denial.