

**The Complaint of
MARQUETTE BAYLOR,**

Complainant,

ETHICS COMPLAINT

against

SENATOR TAMMY BALDWIN,

Respondent.

I, Marquette Baylor, bring this Ethics Complaint against my former employer, Senator Tammy Baldwin, for making false statements and representations to cover up actions by her Chief of Staff and protect her political career. In support of this Ethics Complaint, I hereby state as follows:

Introduction

1. In late January, 2015, the public learned that Senator Tammy Baldwin's office had obtained an inspection report from the Veterans Affairs Office of the Inspector General ("VA OIG") concerning alleged overmedication and abuse at the VA hospital in Tomah, Wisconsin. The public also learned that Senator Baldwin and her senior aides did nothing to protect Wisconsin veterans from the danger and abuse detailed in the report.

2. After the public outcry, Senator Baldwin immediately sought to place the blame squarely on me. She instructed her Chief of Staff, Bill Murat, to fly to Milwaukee, fire me, and offer me a severance package that required me to stay quiet. Murat then moved into damage control, meeting with individuals in Wisconsin and telling them that the inaction was my fault. When I rejected the severance package, Senator Baldwin revised her plan. She hired a high-powered law firm, paid that firm to prepare an internal report for her – at no point requesting to

interview me or ask me questions – and used that report to further deflect blame toward me while protecting those truly at fault.

3. As further detailed in the following sections, in August of 2014, constituent services representatives (“caseworkers”) in the Milwaukee office identified broad-scale misconduct in multiple VA Medical Centers. At my direction, a caseworker elevated the VA misconduct issue directly to the State Director, Doug Hill, and the Legislative Director, Daniel McCarthy. Months passed without critical guidance. Later, in November of 2014, I was informed of the VA OIG report regarding the over-prescription practices at the Tomah VA Medical Center. My staff and I immediately developed an action plan and sought approval from Hill, the State Director, and Murat, the Chief of Staff. Despite repeated requests for approval of the proposed action plan, our efforts were rejected by Murat. My staff and I eventually prepared memorandums directed to the Senator herself. These memorandums were either ignored by the Senator or were withheld from her by Murat.

4. Senator Baldwin and her staff have disparaged the truth in order to cover up Murat’s actions and to protect her political career. Had Murat, as the Chief of Staff, allowed me and other individuals to properly perform our roles, the issues surrounding the Tomah VA Medical Center would have been identified and addressed long ago. By attempting to place the blame at my feet, Senator Baldwin has concealed the truth, made false statements, and mischaracterized my service as the Deputy State Director. Her actions to cover up Murat’s willful misconduct are unbecoming of a United States Senator. She has acted unethically.

5. I make these allegations with reluctance. With over a decade of public service and loyalty to policymakers and constituents in Wisconsin, I am reluctant to challenge a United States Senator. I am also reluctant to enter the spotlight, knowing that my actions will be viewed

critically, and in hindsight. But given the events in recent months – the misinformation campaign designed to protect the Senator and her Chief of Staff – this reluctance must yield. It must yield to defend my name and reputation from unjustified attack. And it must yield to bring focus to where it should have been all along: the veterans who receive care by the U.S. Department of Veteran Affairs.

Background

6. Respondent Tammy Baldwin is a junior United States Senator for the State of Wisconsin. As a member of the United States Senate, Senator Baldwin represents constituents in Wisconsin and is responsible for ensuring that their concerns and issues are handled. Senator Baldwin must also act ethically and in accordance with the Senate Code of Official Conduct, the rules and regulations of the United States Senate, and applicable state and federal laws.

7. During the relevant period, Senator Baldwin’s Chief of Staff was (and continues to be) Bill Murat, and her State Director was Doug Hill.

8. I have lived in Milwaukee, Wisconsin since November of 1996. Prior to my work for Senator Baldwin, I worked for former United States Senator Herb Kohl for more than ten years. During that time, I performed my role with distinction and without any incident or question into my skill or work ethic as an employee. Senator Kohl occupied the seat now occupied by Senator Baldwin.

A. My Role as Deputy State Director for Senator Baldwin

9. I began work for Senator Baldwin as a Deputy State Director in June of 2013. In that role, I generally assisted the State Director with various oversight tasks in the Senator’s Milwaukee Office. A substantial portion of my time was committed to building relationships

with community leaders, creating a presence for the Senator in Milwaukee, and relocating the entire Milwaukee office operation.

10. Shortly after assuming the role of Deputy State Director, I immediately encountered communication, personnel, and transition difficulties between and within Senator Baldwin's various offices. These difficulties arose from the overall lack of office structure and protocols, unstated and changing job responsibilities, and the lack of standard operating procedures and training for the staff. The absence of basic standard operating procedures, as well as restrictions imposed by Murat that limited my ability to create or implement essential policies and procedures, significantly inhibited the staff's daily operations.

11. The absence of defined policies and the inability to create policies stood in stark contrast to my experience working for Senator Kohl. My immediate goal, therefore, was to establish my authority to create policies or, alternatively, obtain guidance on what specific policies should be implemented. Despite explicit requests to my supervisors, Murat and Hill, no authority or guidance was provided until November 5, 2014.

12. Without specific guidance from my supervisors, I instructed the caseworkers to act as advocates for constituents: heed their concerns, investigate their complaints, inquire into solutions, and take necessary steps to resolve their issues. The state constituent services function group consisted of five caseworkers, one of which was part-time and located in the Madison office. The three caseworkers with the heaviest caseloads handled immigration, social security, Medicare, and VA issues. Those three workers averaged approximately 120 to 150 open cases on a weekly basis.

13. Because of my significant responsibilities to develop and maintain relationships outside of the office, I instructed caseworkers to elevate problematic cases to my attention based

on their professional judgment. In addition to cases brought to my attention, I would provide a weekly constituent services report to all staff highlighting trending issues of concern, impactful stories, and cases that required legislative action, along with the number of cases opened, closed, and pending.

14. On January 21, 2014, Hill, the State Director, informed me that my position was being changed to Deputy State Director of Constituent Services. In an email to me and Todd Crouch, another Deputy State Director, Hill stated that the “basis for this reorganization comes in large part from . . . the important input that you have shared with Bill and me over the last year. I know that there has been frustration at times on not having a clear understanding of the roles and responsibilities and reporting structure.”

15. I embraced the change to Deputy State Director of Constituent Services because it would more directly focus my strength and expertise from my previous experience under Senator Kohl. My role as the new casework supervisor for Senator Baldwin required leadership, organization, and openness in order to respond to and assist constituents from all 72 counties. The constituent services function group met twice-monthly through August, 2014, and monthly thereafter to discuss cases in general, plan solutions for addressing constituent concerns, and address any longstanding cases.

16. Despite the change in organizational structure, I continued to lack authority to create and implement much-needed policies and did not otherwise receive operating procedures from Hill or Murat for nearly ten months.

17. On November 6, 2014, based on my longstanding requests for clearly defined expectations and the authority to fulfill those expectations, I met with Hill and Murat by video teleconference to discuss my specific functions and handling of the team I had been assigned. In

the meeting, which lasted approximately an hour, Murat indicated that he would like case listings to be reported to him in a different format. Given the brevity of the meeting, however, no standard operating procedures on the handling of cases could be established.

18. Only after the discovery of the VA OIG report did Hill and Murat entertain my input with regard to parameters on how caseworkers should handle constituent requests. Hill and Murat specifically granted me authority to establish protocols during a meeting on November 19, 2014. During the meeting, Murat indicated that caseworkers should not be contacting federal agencies, noting that Senator Baldwin had never made a Freedom of Information Act (“FOIA”) request in 20 years.

19. The guidance finally obtained in November, 2014, was too late and could not compensate for severe short-fallings by Murat, the Chief of Staff. Indeed, despite the lack of clear job responsibilities and the significant limitations placed on my ability to manage caseworkers, the constituent services team identified and elevated issues concerning VA misconduct many months before any action was taken. These efforts were rebuffed by Murat until it was too late.

B. Constituent Concerns Regarding VA Medical Centers

20. In March of 2014, a former employee of the Tomah VA Medical Center in Tomah, Wisconsin (the “Tomah VA”) submitted a complaint to Senator Baldwin’s office. The complaint stated that veterans were being mistreated at the Tomah VA and voiced concerns about improper employment practices at the Medical Center. The constituent asked to remain anonymous and confidential (the “Anonymous Constituent”).

21. The complaint was assigned to caseworker Mike Helbick. At all times, Helbick acted as an advocate for the Anonymous Constituent. He first contacted the Director of the

Tomah VA Medical Center regarding the allegations, who denied them. Helbick then contacted the VA OIG, among other agencies, and sought information about the issues.

22. On July 22, 2014, Helbick learned that, in March of 2014, the VA OIG had conducted an investigation into alleged instances of overprescribed narcotics at the Tomah VA facility. When Helbick asked for a copy of the report, officials at the VA OIG stated that they would send it, but needed a written request. Helbick submitted a letter requesting the VA OIG report on August 11, 2014. The letter, which was not drafted as a FOIA request, is attached hereto as **EXHIBIT A**.

23. Helbick did not notify me that the VA OIG had prepared a report regarding VA misconduct, and he did not notify me that he had submitted a written request for that report. Although I would later be permitted to create a policy regarding pre-approval of information requests, no such policies or procedures existed at that time. Helbick simply acted as an advocate for the Anonymous Constituent, consistent with my general instructions.¹

24. In mid-August, I met with Helbick to discuss additional VA complaints that the office had received. These complaints primarily centered on alleged improper employment practices at VA facilities throughout Wisconsin, but they also contained some allegations of veteran mistreatment. In the meeting, I instructed Helbick to inform Daniel McCarthy, the Legislative Director, about the issues in the event there could be a legislative approach or fix to the issues raised.

25. On or around August 12, 2014, Helbick informed Hill, the State Director, and McCarthy, the Legislative Director, about the VA complaints. Hill never responded. McCarthy

¹ Under Senate Rule 43, it is a legitimate function of a Senator's office to intervene with officials of the executive branch and independent regulatory agencies on behalf of individuals when the facts warrant.

responded on approximately August 14, 2014, stating that he would defer to Jeremy Steslicki, a Legislative Assistant, and Danielle Gilliam-Moore, a Legislative Correspondent, on how to address the issues.

26. Helbick received the VA OIG report on August 29, 2014. At that time, he did not elevate the VA OIG report to my attention. Instead, he informed the constituent about the report and the remedial plan outlined in the report.

27. Helbick provided the constituent a copy of the report in a letter dated September 5, 2014. Helbick informed the constituent that, although the OIG found improper prescribing practices in the facility, the OIG was working with the Veterans Integrated Service Network 12 (“VISN 12”) to address the issue, including personnel changes. Helbick asked the constituent to call him with questions or concerns.

28. Helbick never received a response from the constituent. Helbick thereafter closed the case, presumably believing that the issues had been resolved given the OIG’s plans and the lack of communication from the Anonymous Constituent. Given the hundreds of cases being resolved by caseworkers under my supervision, I was only aware of the case closure. Helbick, believing the issue had been resolved, did not notify me of the specific details of the Anonymous Constituent’s concern or about the VA OIG report he had obtained.

29. Senator Baldwin received a second complaint concerning the Tomah VA on September 30, 2014. The complaint was submitted by Ryan Honl via the Senator’s website (“baldwin.senate.gov”), referred to as “IMAIL.” The complaint sat in the IMAIL inbox until October 24, 2014, at which point it was administratively assigned and sent to Helbick in Milwaukee, Wisconsin.

30. Helbick promptly called Honl on October 28, 2014. During the phone call, Honl explained that he would like to submit a 60-page complaint he drafted concerning issues at the Tomah VA. Helbick received the complaint on the same day.

31. Helbick continued to handle Honl's concerns until November 13, 2014. During that time, Honl would not complete a Privacy Act release form because he was concerned about Helbick contacting other government officials about his concerns.

32. On November 13, 2014, Helbick notified me and three other individuals – Hill, the State Director, Tiffany Henry, a caseworker, and Leah Hunter, the Press Secretary – about the Honl complaint, the prior constituent complaint, and the VA OIG report. Helbick indicated that he had received a follow-up email from Honl the day before and a phone call from a reporter at the Center for Investigative Reporting earlier that day. Helbick gave the reporter the contact information for John Kraus, the Communications Director.

33. I immediately sought additional information from Helbick about the case. Hill, who was copied on the email, responded to me directly. In his email to me, Hill indicated that Murat, the Chief of Staff, was concerned that Helbick had made a request to the VA OIG. Hill also informed me that he had talked to Helbick and asked whether I knew of the request. Helbick confirmed that he never told me.

34. Later in the evening on November 13, 2014, Helbick sent a timeline of events to Hill, Murat, and John Medinger, a Regional Representative for Senator Baldwin, concerning the Anonymous Constituent, including when Helbick received the VA OIG report.

35. The Communications Department never contacted the reporter from the Center for Investigating Reporting, despite inquiries from me to John Kraus, the Communications Director, asking whether they had done so. Kraus eventually sent me an email stating that he had

not and was not going to contact the reporter because he was awaiting direction from Murat and Hill.

36. On November 24, 2014, I contacted Honl and talked to him for nearly two hours in an attempt to determine the best course of action for the issues. Honl made four requests: (1) have Senator Baldwin contact her colleagues on the Veteran Affairs Committee and share his story; (2) subpoena him to appear as a witness in a hearing before the Veterans Affairs committee; (3) do not contact the Office of Special Counsel or the VA OIG concerning his complaints; and (4) take positive action concerning the VA OIG report. I informed Honl of his right to go to the media, but requested time to address the situation with my superiors.

37. After speaking with Honl, I immediately sought to resolve his concerns. I instructed Helbick to forward all new incoming emails he received from Honl to Murat and Hill, which he began on November 25, 2014.

38. On November 25, 2014, I prepared a memorandum and sent it to Murat and Hill requesting that they “bring this to Tammy [Baldwin’s] attention, as there are clear areas that need her immediate input regarding next steps.” The memorandum identified the Honl complaint and identified that other veterans had rallied and recently submitted complaints to the office. The memorandum also attached a breakdown of workflows for the cases pertaining to VA issues throughout the state. The memorandum is attached hereto as **EXHIBIT B**.

39. On December 8, 2014, I received an email from Doug Hill, the State Director. Hill indicated that Murat, the Chief of Staff, believed that the two-page memorandum “provides a lot of information and actually too much information to be shared with STB.” He asked that the memorandum be re-written to provide less information.

40. I circulated the revised memorandum on December 12, 2014. The memorandum, which was prepared by Helbick, another caseworker, and me, was addressed to Senator Baldwin. The memorandum identified concerns at the Tomah VA, the Milwaukee VA, and the Madison VA. The memorandum specifically stated that “[t]hese are not isolated allegations; multiple constituents who have contact with the same facility have made the same allegations . . . and expect that STB will address these concerns[.]” The December 12, 2014 memorandum is attached hereto as **EXHIBIT C**.

41. Murat, as Chief of Staff, had control over the contents of the Senator’s briefing binder and refused to present the December 12, 2014 memorandum to Senator Baldwin. I later circulated another memorandum on December 17, 2014, which Murat finally agreed to insert into Senator Baldwin’s binder for her review. The December 17, 2014 memorandum is attached hereto as **EXHIBIT D**.

42. I cannot say for certain whether the memorandum was ever included in Senator Baldwin’s hard copy binder. The memorandum was not inserted into Senator Baldwin’s electronic binder for the evening of December 17th, leading me to assume that Murat hand delivered the memorandum to her. The Senator’s electronic binder was distributed to “The Loop” on a daily basis with the information for the next day.

43. Despite repeated requests to Murat regarding the December 17, 2014 memorandum and the proposed plan to address the VA issues, I did not receive a response from Murat or Hill until January 5, 2015. Around the same time, the Milwaukee office increasingly began to receive media inquiries regarding VA issues and the VA OIG report.

C. The Harm to Veterans, the Media Outrage, and Damage Control by the Senator

44. The media began its wide-scale coverage of the VA mistreatment issues on January 8, 2015. At that time, the Center for Investigative Reporting released an investigative report regarding opiate abuse at VA medical centers in Wisconsin. Constituents immediately began to question why Senator Baldwin had not revealed the existence of the VA OIG report.

45. A flurry of activity began in the Senator's office to develop a media response. As the action plan continued to develop, I participated in a conference call on January 20, 2015. During the call, Murat indicated that he would talk to Honl and take responsibility for the inaction. Both Murat and Hill stated that they planned to be in Milwaukee on January 22, 2015. Shortly before their arrival, I learned that Hill had given Helbick a \$5,000 raise and asked him not to tell me about it.

46. On January 22, 2015, Murat and Hill called me into Senator Baldwin's corner office and terminated me from my position. In disbelief, I asked whether I was the scapegoat for the Tomah VA issue. Murat and Hill balked and emphasized that my termination had nothing to do with the Tomah VA issue. Murat stated that I was being let go because my job performance was not "the Tammy Baldwin way."

47. Murat handed me a Confidential Transition Agreement and Release and Waiver. In addition to paying me for vacation time and keeping me on the payroll through May, 2015, the proposed agreement included a confidentiality clause that would prohibit me from discussing anything that happened with respect to the VA issues. The agreement, which is attached hereto as **EXHIBIT E**, had a stated deadline of February 12, 2015.

48. Murat's plan for damage control became immediately apparent. After firing me on January 22, 2015, and seeking to impose a confidentiality agreement, Murat immediately

traveled to see Honl on Friday, January 23, 2015. Instead of taking the blame for the inaction, Murat informed Honl that the delays were my fault and that I had been terminated for my failure to properly handle his complaint. These allegations were heavily reported by the media shortly afterward. Although Senator Baldwin's office refused to comment publicly on personnel matters, they had already placed the blame squarely at my feet.

49. Shortly after Murat placed the blame of inaction on me, Senator Baldwin issued a press release. On January 25, 2015, the Senator stated:

Not only were we very disturbed with the OIG's findings, but we were also concerned that the report concluded there was no wrongdoing at the medical facility. In the fall, as we weighed next steps and additional concerns about problems at the Tomah VA were brought to our attention, we should have done a better job listening to and communicating with another constituent with whom we were working on problems at the VA. I take full responsibility for any mistakes we made because I not only share his belief that the report's conclusions fell short, but I also share his commitment to exposing problems at the VA and working on solutions.

See <http://www.baldwin.senate.gov/press-releases/us-senator-tammy-baldwin-we-can-do-better-for-wisconsin-veterans>.

50. The press release, carefully crafted to "take full responsibility for any mistakes," continued to insinuate that the inaction was my fault despite my efforts to address the issues long ago. Indeed, the Senator appears to take credit for the initial actions by Helbick in acting as an advocate, all the while failing to identify that Murat and Hill affirmatively stifled me and my team's attempts to proactively address the Tomah VA issues and the concerns raised by Honl and other aggrieved veterans.

51. After witnessing the misinformation campaign by Senator Baldwin and her senior personnel, along with its immediate harm to my reputation, I attempted to negotiate the terms of the severance package. I specifically asked for removal of the confidentiality provision, which I

believed was necessary to defend my work and obtain future employment. I also sought to receive pay for my outstanding vacation time. Murat refused to negotiate the terms of the proposed severance package, and I rejected it.

52. Shortly after I rejected the proposed severance package, Senator Baldwin hired Marc Elias at the Perkins Coie law firm to represent her. On February 18, 2015, Elias issued a statement identifying that I was indeed fired for allegedly mishandling the Tomah VA issue, among other “long-term performance” issues that were never raised or discussed during my employment.

53. Senator Baldwin also paid her lawyer, Elias, to conduct an “external review” and release a report to put their spin on facts they thought would come to light. A glaring defect in the report, however, is the inexplicable actions by Murat to prevent action on the VA issues identified in the November 24, 2015, December 12, 2015, and December 17, 2015 memorandums, including my persistent requests for an action plan. Indeed, the report appears to excuse Murat for his obstructionism on the ground that the memorandums also touched on “broader VA-related issues.” Ultimately, the report states that “many” of our recommendations “never reached Senator Baldwin,” suggesting that the Senator did see at least some of our recommendations for action, yet did nothing.

54. The report also faults me for failing to prepare a “standard casework manual” and “properly monitor the VA cases” despite an apparent request to do so. Although I met with Murat and Hill on November 6, 2014, Murat only asked to receive case updates in a different format. There was no specific reference to “VA cases” and I continued to lack authority to develop policies on the specific manner in which cases were to be handled. Any and all proposals or protocols had to be approved by Murat, which never came.

55. The report further blames me for the lack of communication with Honl. This conclusion fails to recognize that the lack of communication was caused by Murat, the Chief of Staff. As my proposals continued to be rebuffed by Murat, I remained unable to communicate a course of action to Honl or other veterans.

56. Ultimately, it is telling that Elias and his firm never asked to interview me or submit questions about the circumstances and events surrounding the VA mistreatment issues. Their so-called “external” review was bought and paid for by the Senator’s campaign, and the report they produced is a one-sided, incomplete, and misleading narrative of what occurred.

57. After the public release of Elias’ report, Senator Baldwin disciplined Murat and Hill. In support of her decision not to fire them, she stated:

This external report didn’t find anything willful or unethical It found mistakes. It found mistakes in communication, it found mistakes in missing opportunities to move forward more swiftly with this, and it found mistakes in judgment.

Slack, Donovan, *Baldwin Disciplines Chief of Staff, 2 Aides over Tomah*, <http://www.postcrescent.com/story/news/local/2015/03/13/baldwins-chief-staff-read-tomah-report-dismissed-opiate-concerns/70275704/>.

58. Senator Baldwin’s comments to the media imply that my actions were willful or unethical – therefore justifying my termination – and that the actions of Murat and Hill were not. The Senator has it backwards. It was me and my team who continually sought to address the Tomah VA issues and it was Murat who affirmatively prevented us from doing so.

59. Despite the clear need for responsiveness on issues affecting veterans, it is my understanding that Senator Baldwin has relegated her veterans’ services work to a part-time caseworker. This decision causes me concern for the future handling of veterans’ issues in Wisconsin.

60. By misrepresenting the facts and circumstances surrounding the handling of VA complaints, Senator Baldwin has failed to assure that representations made in her name are accurate, has made false statements, and has attempted to conceal material facts. She has made these misrepresentations and falsities in order to protect her political career and the career of Bill Murat, her Chief of Staff.

61. Rule XLIII of the Senate Code of Official Conduct provides that a U.S. Senator “shall make a reasonable effort to assure that representations made in the Member’s name by any Senate employee are accurate and conform to the Member’s instructions and to this rule.” Rule XLIII.5. Furthermore, under 18 U.S.C. § 1001, it is unlawful for a member of Congress to knowingly conceal material facts or make a materially false, fictitious, or fraudulent statement or representation.

WHEREFORE, I pray that the United States Senate Select Committee on Ethics will commence an investigation into Senator Baldwin’s actions and activities, adjudicate any violations of ethics rules or laws, and render any other such relief that the United States Senate Select Committee on Ethics deems just and equitable.

Dated: April 20, 2015

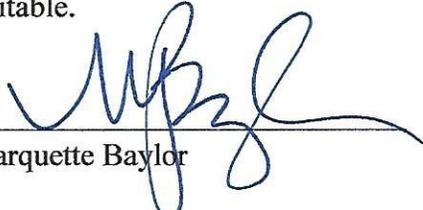

Marquette Baylor

Exhibit A

TAMMY BALDWIN
WISCONSIN

United States Senate
WASHINGTON, DC 20510

August 11, 2014

COMMITTEES:
HEALTH, EDUCATION,
LABOR, AND PENSIONS
BUDGET
SPECIAL COMMITTEE
ON AGING
COMMITTEE ON HOMELAND SECURITY
AND GOVERNMENTAL AFFAIRS
COMMITTEE ON ENERGY
AND NATURAL RESOURCES

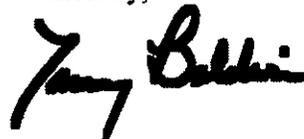
Veterans Affairs
Office of Inspector General

Dear VA Office of Inspector General:

I am writing to request OIG reports dealing with prescription practices at the Tomah VAMC.

Please inform my office of your findings and forward all correspondence to the attention of Mike Helbick in my Milwaukee Senate office at 633 W. Wisconsin Ave., Suite 1920, Milwaukee, WI 53203, or via telephone at 414-297-4451. Thank you for your time and prompt attention to this matter.

Sincerely,



Tammy Baldwin
United States Senator

TB:mh

Exhibit B

MEMO

To: Bill & Doug

From: Marquette

CC: Mike & Tiffany

Date: November 25, 2014

Re: VA Issues

Supporting documents: letter from Wayne Lauton; inventory of cases; constituent background memo

This memo should be used as a tool as we seek guidance on present and future cases of this magnitude. In light of the recent discussions regarding VA inquiries and casework, we (Mike, Tiffany, and I) have brainstormed a few suggestions, perspectives and insights that we hope will be helpful to you as you all bring this to Tammy's attention, as there are clear areas that need her immediate input regarding next steps. *Please note that, in addition to the information below, there are a few pending approaches/cases that have been made to our office very recently that require responses and we would like to know how you suggest we proceed and respond to them, as well.*

As you are all aware, there are three VA medical centers in Wisconsin:

- Madison | William S. Middleton Memorial Veterans Hospital
- Milwaukee | Clement J. Zablocki Veterans Affairs Medical Center
- Tomah | Tomah VA Medical Center

Separate of the following:

- **Outpatient Clinics – 13** (Appleton, Baraboo, Beaver Dam, Cleveland, Green Bay, Janesville, Kenosha, La Crosse, Owen, Rhinelander, Union Grove, Wausau, & Wisconsin Rapids)
- **Community Based Outpatient Clinics – 7** (Chippewa Falls, Hayward, La Crosse, Madison, Madison, Rice Lake, & Superior)
- **Vet Centers – 5** (Green Bay, La Crosse, Madison, Milwaukee & Wausau)

Since the glaring issues with the VA have come to light on a national level, both Mike and Tiffany have received calls, USPS mail, I-mails/inquiries from the website and walk-ins from veterans and VA employees with regard to:

- General complaints affecting veterans
- Employee-specific complaints

Specific constituents and snap shot of their complaints:

Employees are afraid of the retribution they will face if they bring complaints forward, as some of them are still employed by the VA and others are afraid that their retirement benefits will be affected by their coming forward with the seriousness of these allegations if they do not remain anonymous. Some of these complaints range from general EEOC issues to fears for safety and treatment of veterans and employees at these facilities, and a few complaints are listed here:

- **Ryan Honl:** [REDACTED]
Concerns for retaliation against employees and patient care at Tomah VA.
- [REDACTED]
- [REDACTED] asked to remain anonymous regarding concerns for patient care at Tomah VA.
- [REDACTED]
- [REDACTED] A veteran who was once a patient at the Dom in Milwaukee and is now homeless.
- [REDACTED] who asserts that she was trained to manipulate patient data regarding scheduling and wait times.

These are a just a handful of constituents that highlight and round out the breadth of complaints Mike and Tiffany continue to receive. There are many more complaints, which can be provided upon request.

Recommendations are as follows:

It is imperative that Tammy provides her input on next steps with regard to these types of cases presented, as this will set the office precedent as to how we continue to advocate on behalf of Tammy's constituents. We look forward to hearing from you with clear instructions on how to proceed and whom else to bring along within the organization.

1. We would like for Tammy to write a letter to all three Directors of the VA Medical Centers in Wisconsin calling for awareness to the issues/concerns (listed below) of her constituents as an initial form of communication.

- Director **Judy McKee**, Madison VA Medical Center (IQ #911365) (Note that most inquiries filed with the Madison VA are done so under the IQ profile of Beth Giudice [#7389268], Executive Asst. to Director McKee.)
- Director **Robert Beller**, Milwaukee VA Medical Center (IQ #7428093)
- Director **Mario DeSanctis**, Tomah VA Medical Center (IQ #7491890)

1. Safety/Security

- Women
 - Safety/security and sexual harassment
- Fraternalization between
 - Employee – employee
 - Patient – patient

2. Health/Veteran Care

- Prescribing practices
- Veteran suicides
- Scheduling/training data manipulation

3. Policies

- Employees
 - Treatment by management
 - Safety/care
 - Concerns unaddressed by management
- Domiciliary 123 /43
 - Safety/security and sexual harassment

2. Tammy to have conversation with her colleagues that serve on the Senate Veteran Affairs Committee: Sens. Bernie Sanders, Patty Murray, Sherrod Brown, Richard Blumenthal, Mazie Hirono, Mark Begich, John Rockefeller or Jon Tester.

3. Tammy to request for a conversation with Sec. Robert McDonald regarding the OIG report substantiating the over prescribing allegations at the Tomah VA and other allegations at the Madison and Milwaukee VA.

4. We would like to explore calling for an External Investigation with the Administrative Investigative Board (AIB) as called for by the Union President, Wayne Lauton, in Milwaukee. He was informed that he could not make that recommendation (page 2 of his letter dated 10.30.14).

Most of these inquiries/contacts have come from hearsay, from former co-workers, or veterans that trust and believe in Tammy's willingness to assist them with these egregious conditions and allegations. Mike and Tiffany have a large hard copy folder and have entered each of these inquiries into IQ.

Exhibit C

MEMO

To: Tammy

From: Marquette, Mike & Tiffany

CC: Bill & Doug

Date: December 12, 2014

Re: VA Issues & Concerns

Executive Summary

Since September and October, our office has received a number of alarming complaints from veterans as well as current and former VA employees regarding the Tomah, Milwaukee, and Madison VA Medical Centers. Many have provided written statements outlining their concerns, which are as follows:

Concerns at Tomah VA:

- harassment/discrimination/retaliation against employee whistleblowers in the workplace
- prescribing practices (over-prescription of narcotics)
- training log manipulation (the training of VA personnel)
- unwillingness of management to address employee concerns

Concerns at Milwaukee VA (related to “Domiciliary 123,” an in-patient care center for homeless veterans and veterans with mental health care issues):

- safety/security (for both employees and patients – specifically female patients)
- sexual harassment (for both employees and patients)
- fraternization between employees, fraternization between patients
- appointment scheduling manipulation (Milwaukee VAMC, in general)
- harassment/discrimination/retaliation against whistleblowers in the workplace
- unwillingness of management to address employee concerns

Concerns at Madison VA:

- hiring practices (most qualified candidates being rejected, transparency, privacy, sexism, vet preference not being respected, etc.)
- harassment/discrimination of employees in the workplace

These are not isolated allegations; multiple constituents who have contact with the same facility have made the same allegations. These constituents are grateful to STB staff for receiving their concerns, and expect that STB will address these concerns (although the manner and timing of which has not been discussed with them – no exact promises have been made). Below, please see a more concrete breakdown of names of those veterans and employees that have come to our office as a last resort in seeking improvement at these facilities. Note that many, if not all, of these constituents fear some form of further retaliation and feel they are risking their personal health and career by bringing these allegations to our office.

In speaking with Jeremy, we developed the following recommendations:

1. STB sends each medical center director a facility-specific letter, expressing her concerns about the issues constituents have raised. The tone would be respectful, with a request for review and consideration (constituent names will not be included in these letters). If appropriate to the particular facility, the letter could place the request in the context of the facility’s implementation of the VA reform bill, providing an additional, legislative impetus for STB’s communication. Appropriate examples would include allegations of scheduling manipulation at Milwaukee and management dysfunction at Tomah. This letter is phase one of an escalatory approach, if necessary. The second phase could entail a personal, private call from STB to the director of the facility (depending on our satisfaction of the facility’s response to our initial letter).

2. In 2015, we identify Senate Veterans Affairs Committee hearing opportunities in which STB can request that committee members address issues important to WI facilities and constituents. If made in writing, these request could be shared with constituents, once again providing tangible evidence of STB action.

Conclusion: Our constituents expect action, and we believe, after conferring with Jeremy, that we can get the aforementioned letters out to the VA medical center directors by December 19. We should also have follow-up letters to our constituents at that point, alerting them that we have approached the VA with their concerns and we will be in touch with them in the future.

Employees who have expressed concerns for workplace and/or patient care:

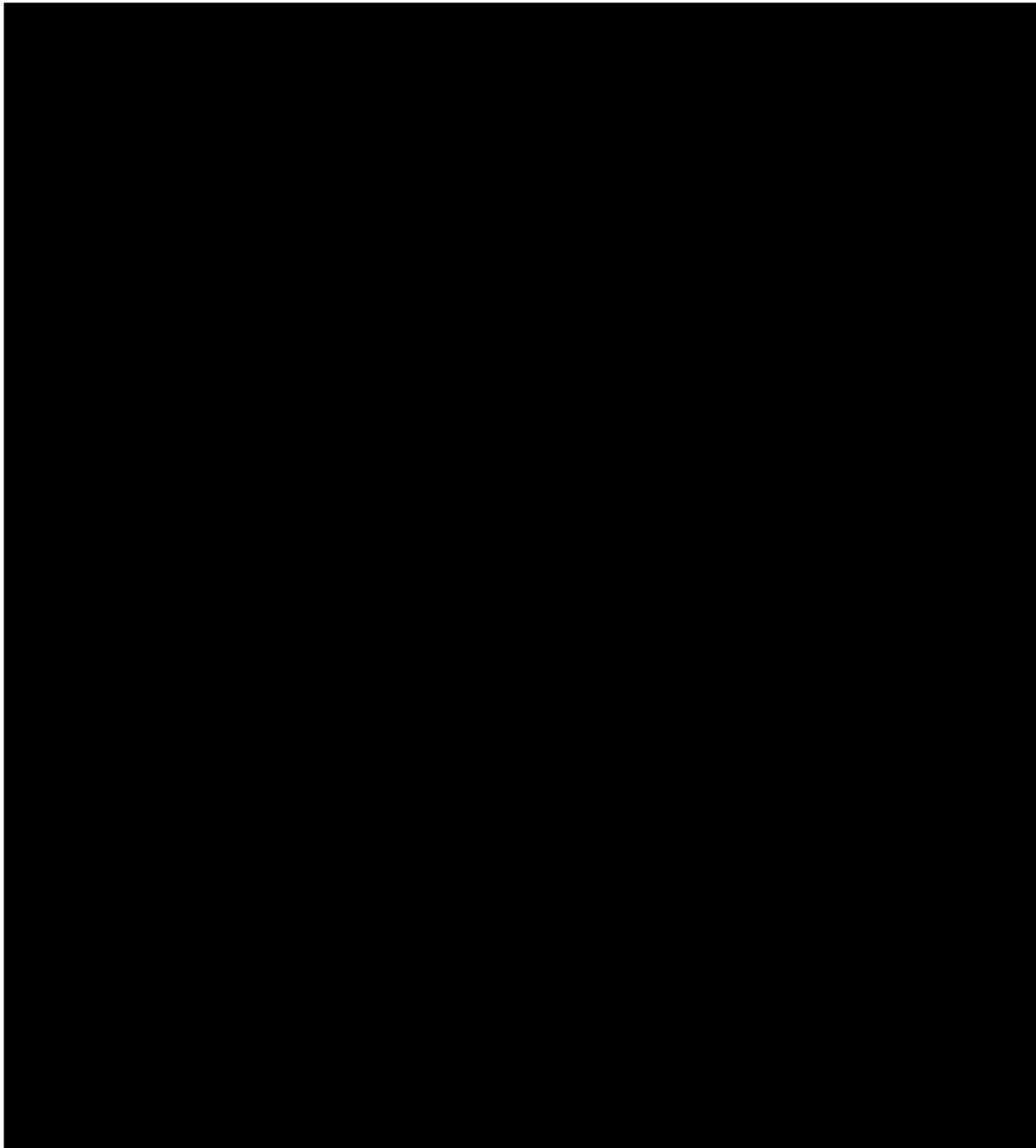


Exhibit D

MEMO

To: Tammy

From: Marquette, Mike & Tiffany

CC: Bill, Doug & Jeremy

Date: December 17, 2014

Re: VA Issues & Concerns

Executive Summary

Since September and October, our office has received a number of alarming complaints from veterans as well as current and former VA employees regarding the Tomah, Milwaukee, and Madison VA Medical Centers. Many have provided written statements outlining their concerns, which are as follows:

Concerns at Tomah VA:

- harassment/discrimination/retaliation against employee whistleblowers in the workplace
- prescribing practices (over-prescription of narcotics)
- training log manipulation (the training of VA personnel)
- unwillingness of management to address employee concerns

Concerns at Milwaukee VA (related to “Domiciliary 123,” an in-patient care center for homeless veterans and veterans with mental health care issues):

- safety/security (for both employees and patients – specifically female patients)
- sexual harassment (for both employees and patients)
- fraternization between employees, fraternization between patients
- appointment scheduling manipulation (Milwaukee VAMC, in general)
- harassment/discrimination/retaliation against whistleblowers in the workplace
- unwillingness of management to address employee concerns

Concerns at Madison VA:

- hiring practices (most qualified candidates being rejected, transparency, privacy, sexism, vet preference not being respected, etc.)
- harassment/discrimination of employees in the workplace

These are not isolated allegations; multiple constituents who have contact with the same facility have made the same allegations. These constituents are grateful to STB staff for receiving their concerns, and expect that STB will address these concerns (although the manner and timing of which has not been discussed with them – no exact promises have been made). Below, please see a more concrete breakdown of names of those veterans and employees that have come to our office as a last resort in seeking improvement at these facilities. Note that many, if not all, of these constituents fear some form of further retaliation and feel they are risking their personal health and career by bringing these allegations to our office.

In speaking with Jeremy, we developed the following recommendations:

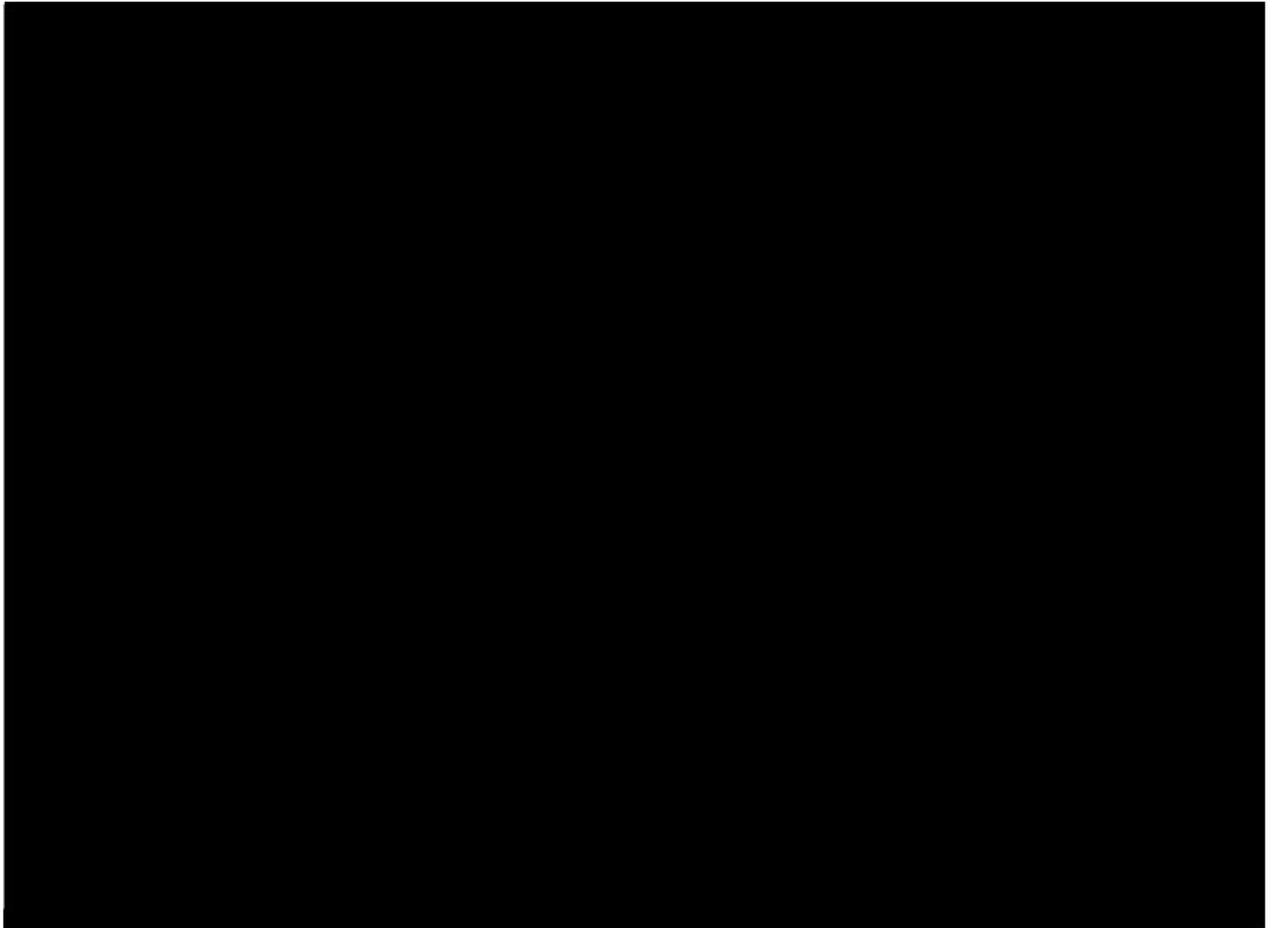
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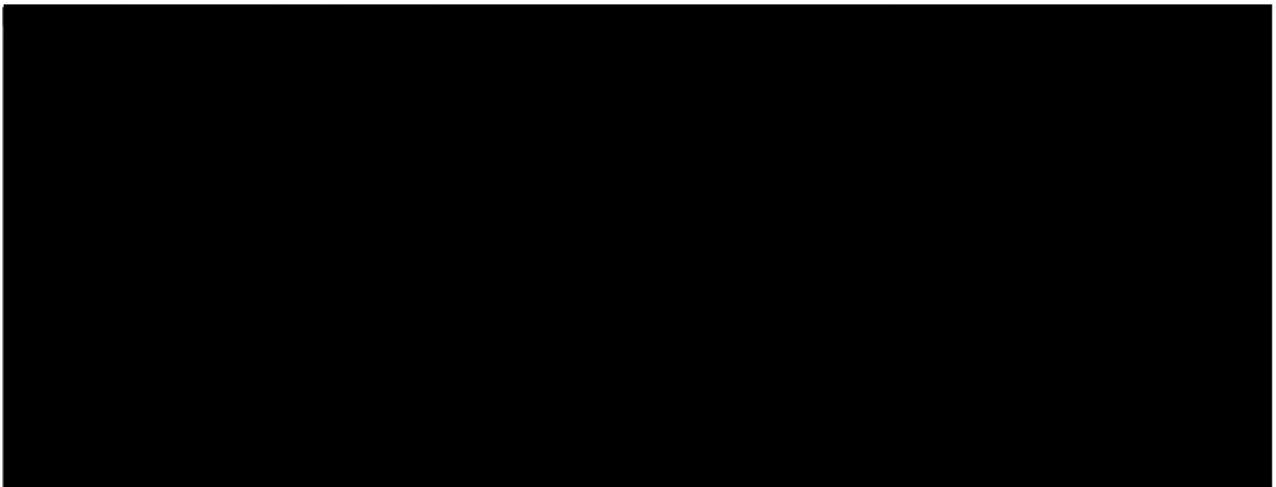
Conclusion: Our constituents expect action, and we believe, after conferring with Jeremy, that we can get the aforementioned letters out to the VA medical center directors by December 19. We should also have follow-up letters to our constituents at that point, alerting them that we have approached the VA with their concerns and we will be in touch with them in the future.

Employees who have expressed concerns for workplace and/or patient care:

Tomah VA:

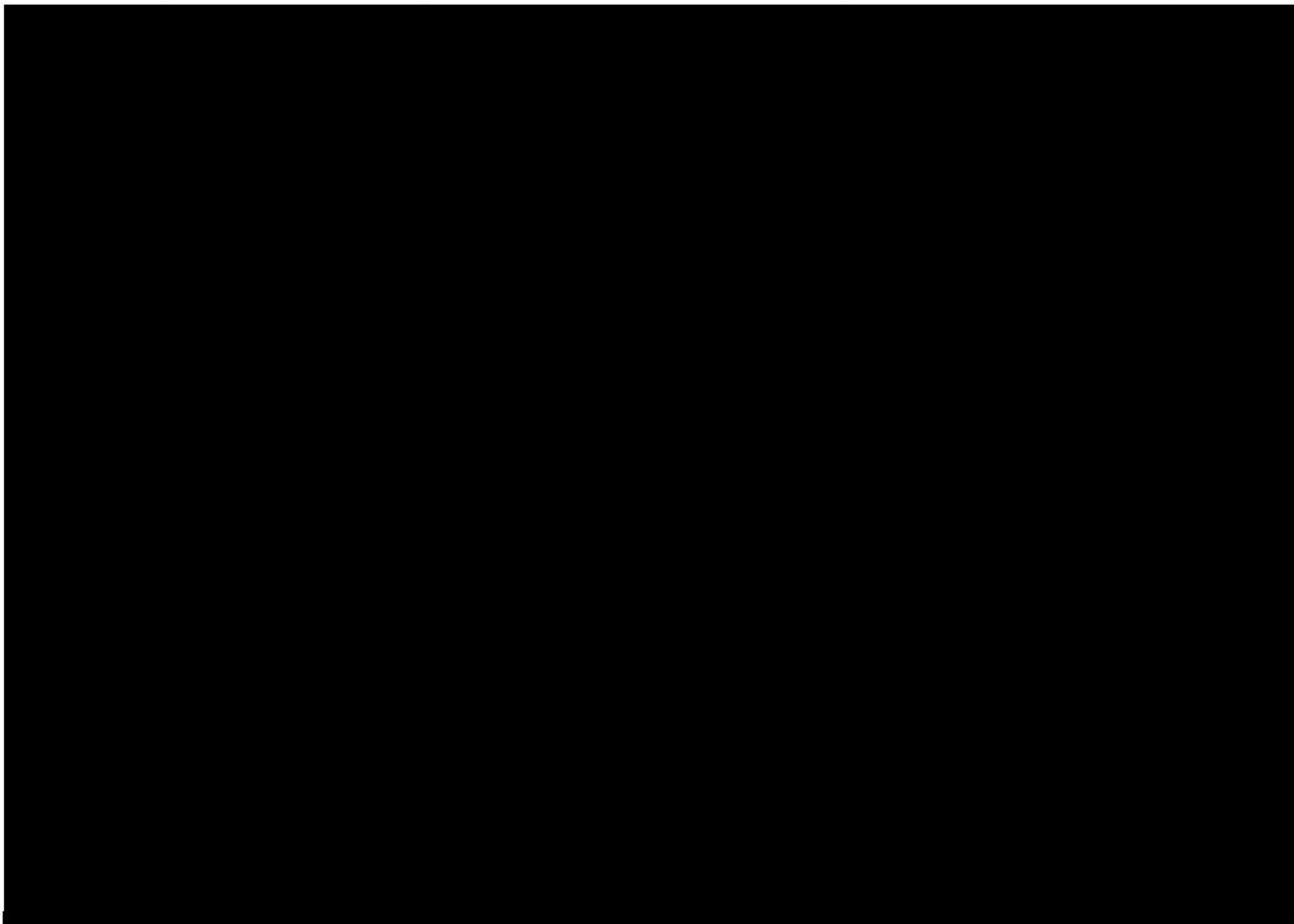


Madison VA:





Milwaukee VA:



Veterans who have complained regarding care at the Milwaukee Domiciliary 123:

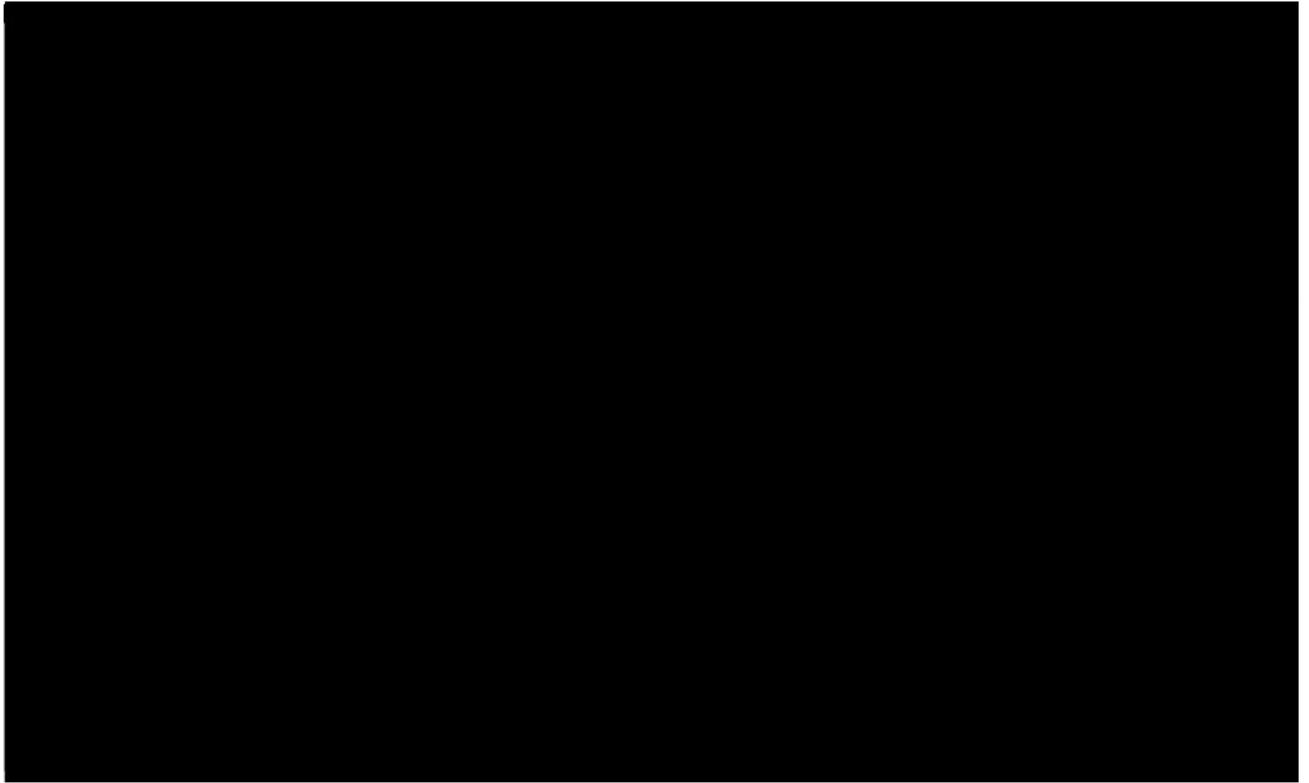


Exhibit E

CONFIDENTIAL TRANSITION AGREEMENT AND RELEASE AND WAIVER

This Transition Agreement and Release and Waiver (the "Agreement") is entered into by Marquette Baylor ("Employee") and the Office of Senator Tammy Baldwin ("Employer"). The date of this Agreement is the date Employee signs the Agreement.

1. **RECITALS:** This Agreement is made with reference to the following facts:

1.1. Employee is employed by Employer as Deputy State Director for Constituent Services at the annual rate of pay of \$80,800.

1.2. Employee and Employer desire to end their employment relationship upon the terms and conditions set forth below.

1.3. Nothing in this Agreement is, nor should it be interpreted to be, an admission of any wrongdoing by either Employee or Employer.

1.4. It is Employer's standard practice to offer employees transition pay in exchange for the release contained in this Agreement. Employee can accept or reject such transition pay, discussed in paragraph 2.2 of this Agreement, at her option.

2. **EMPLOYER AGREEMENT:**

2.1. Irrespective of whether Employee signs this Agreement, Employer agrees to (i) pay Employee 8.312 days of annual leave in one lump sum payment at the annual rate of pay of \$80,800 and such payment will be made when Employee is removed from Employer's payroll, and (ii) retain Employee on Employer's payroll from January 23, 2015, through February 15, 2015.

2.2. In addition to the above and in exchange for Employee's promises in and execution of this Agreement, and provided that Employee does not revoke this

Agreement, Employer agrees to retain Employee on Employer's payroll as follows: (i) from February 16, 2015, through May 15, 2015, at the annual rate of pay of \$80,800; and (ii) from May 16, 2015, through August 15, 2015, at the annual rate of pay of \$2,798 (hereinafter these combined amounts shall be referred to as "Transition Pay"). The Transition Pay will cease immediately and Employer will have no further obligation to pay Employee any unpaid Transition Pay if Employee is added to a payroll other than Employer's payroll. The Transition Pay will be paid in accordance with the standard payroll procedures of the Senate.

3. EMPLOYEE AGREEMENT:

Employee agrees and understands that the consideration stated in paragraph 2.2 of this Agreement is more than Employer would be obligated to give Employee if Employee were not signing this Agreement and abiding by its terms. In exchange for that consideration, Employee agrees:

3.1. That, for herself and each and all of her agents, assigns, representatives, heirs, spouse, executors, attorneys and anyone claiming through or under her or them, Employee hereby fully and finally **releases** and absolutely forever discharges Employer, all Senate employing offices, and anyone whose pay is disbursed by the Secretary of the Senate, and anyone claiming through or under them, from any and all lawsuits, charges, claims, actions, damages, debts, liabilities, accounts, reckonings, obligations, losses, costs, fees, expenses, liens and demands of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, occurring prior to or on the date of this Agreement that Employee now has, owns or holds against Employer, or against any Senate employing office, or against anyone whose pay is disbursed by the

Secretary of the Senate (and all of their agents, representatives or attorneys), or at any time ever had, owned, or held, including, but not limited to, any claim related to, connected with or arising from Employee's employment with Employer, any claim of discrimination based on race, color, age under the Age Discrimination in Employment Act as incorporated in the Congressional Accountability Act of 1995, as amended, ("CAA"), gender including sexual harassment, religion, disability, genetic information, uniformed service or national origin, and any claim for retaliation, reprisal or intimidation, unlawful employment practices or other violation of the CAA (hereinafter, individually and collectively, the "Released Matters"); and

3.2. That Employee and her agents, assigns, representatives, heirs, spouse, executors and attorneys have not disclosed and will not disclose, disseminate or publicize, or cause to be disclosed, disseminated or publicized, or participate in the disclosure, dissemination or publication of the existence or terms of this Agreement, except (i) to the extent necessary to enforce this Agreement; and (ii) as may be required by any federal or state taxing authority; and

3.3. If at any time while she is receiving Transition Pay, Employee is added to a payroll other than Employer's payroll, then Employee will immediately send an e-mail to Employer's Chief of Staff notifying the Chief of Staff that Employee has been added to another employer's payroll; and

3.4. To execute two originals of this Agreement and to return them to Employer.

[this space intentionally left blank]

4. REPRESENTATIONS AND WARRANTIES:

4.1. In executing this Agreement and accepting the considerations referred to in this Agreement, the parties intend that this Agreement shall be effective as a full and final accord and satisfaction and release of and from the Released Matters.

4.2. Employee agrees and acknowledges that, other than as specifically provided for in this Agreement, no additional payments are due Employee from Employer on any basis whatsoever, including but not limited to wages for work performed, whether salary, overtime or bonuses, and any accrued annual leave.

4.3. Employee represents that she has not incurred any work-related injuries. Employee further represents that Employer has not interfered with Employee's exercise of her rights under the Family and Medical Leave Act of 1993, as incorporated by the CAA, and has not discriminated or retaliated against Employee for exercising any such rights.

4.4. Employer and Employee represent that each of them is competent to enter into this Agreement, that each has carefully read and fully understands the contents of this Agreement, that each has executed this Agreement knowingly and voluntarily, and that each has had a sufficient and reasonable period of time within which to consider this Agreement prior to executing it.

4.5. Employee agrees to and acknowledges and represents that she understands each of the following: (i) she has the right to consider the Agreement for 21 days before signing it; (ii) the 21-day period begins the day she receives the Agreement, January 22, 2015, and expires at midnight on February 12, 2015; (iii) she may sign the Agreement before the end of the 21-day period but, if she does that, she

does so voluntarily and knowingly and she waives her right to consider the Agreement for 21 days and her signature on the Agreement acknowledges that waiver; (iv) if she signs the Agreement, she will notify Employer of her signing by telefaxing or emailing her signed Agreement to Employer on the day Employee signs the Agreement; (v) she has the right to revoke her acceptance of the Agreement within 7 days after she signs it, but if she does revoke, Employer has no obligations under the Agreement and Employee will be retained on Employer's payroll only through February 15, 2015; and (vi) if after Employee signs the Agreement she does not notify Employer of revocation by midnight on the seventh day after Employee signs the Agreement, the Agreement shall be deemed accepted by Employee.

4.6. On February 16, 2015, one of the following will happen: (i) if Employee has already signed this Agreement and has not revoked it within 7 days after signing it, then Employee's Transition Pay pursuant to paragraph 2.2 of this Agreement will commence; (ii) if Employee has rejected this Agreement or has signed and timely revoked this Agreement, she will be removed permanently from Employer's payroll; (iii) if Employee has signed this Agreement and is within the 7-day revocation period, Employee's salary will be decreased to the Senate's minimum annual rate of pay of \$2,798 and will remain at that level until the 7-day revocation period expires.

4.7. Employee represents that she has not filed or otherwise initiated any action, claim, allegation or charge in any agency, office, or state or federal court against Employer or any Senate employing office or anyone whose pay is disbursed by the Secretary of the Senate.

4.8. Employee warrants that she is complying and will continue to comply with all Senate rules and regulations, including but not limited to, conflict of interest rules.

4.9. Employee warrants that she is complying and will continue to comply with her duty not to (i) disclose sensitive or confidential information that Employee learned or possesses because of her employment with Employer or (ii) use such sensitive or confidential information for personal gain or advantage or for the harm of others, understanding that, for purposes of (i) and (ii), such sensitive or confidential information includes, but is not limited to, constituent information, information designated as classified or secret by the government, matters involving the personal or professional lives of Employer's employees and Senator Baldwin, internal legislative or political strategy of Employer, information about the internal operations of Employer, and non-public documents or information about Employer. In the event Employee breaches paragraph 4.9 of this Agreement, she will be required to refund any Transition Pay she received pursuant to paragraph 2.2 of this Agreement.

4.10. Employee will not in any way disparage Senator Baldwin, either orally or in writing, and will not make any statements to the press or to third parties that may be derogatory or detrimental to Senator Baldwin's good name and reputation. Nothing in this paragraph shall preclude Employee from responding truthfully to inquiries made pursuant to subpoena or other legal process in connection with any legal or governmental proceeding. In the event Employee breaches paragraph 4.10 of this Agreement, she will be required to refund any Transition Pay she received pursuant to paragraph 2.2 of this Agreement.

4.11. Employee understands that the Transition Pay will cease immediately and Employer will have no further obligation to pay Employee any unpaid Transition Pay if Employee is added to a payroll other than Employer's payroll.

5. MISCELLANEOUS:

5.1. This Agreement constitutes a single, integrated written contract expressing the entire Agreement of the parties, and it may be amended only by an agreement, in writing, signed by the parties.

5.2. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal, the same shall be deemed severable from this Agreement, and the remainder of this Agreement shall remain in full force and effect.

5.3. Each party has cooperated in the drafting and preparation of this Agreement and, in any construction to be made of this Agreement, ambiguity shall not be construed presumptively against any party.

5.4. Except as provided in paragraph 5.5 of this Agreement, each party shall bear her/its own costs, expenses and attorneys' fees incurred in connection with, related to, or arising from this Agreement, and each party expressly waives any claim for recovery of any costs, expenses or attorneys' fees from the other party.

5.5. With respect to any claim for breach of this Agreement that is addressed through litigation, arbitration or a judicial or administrative proceeding, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expenses and costs incurred in pursuit of such claim.

5.6. This Agreement may be executed in counterparts. When each party has signed and delivered at least one counterpart, each counterpart shall be deemed an original and when taken together with other signed counterparts shall constitute one Agreement that shall be binding on all parties.

This Agreement contains a release and waiver. Employee is advised to consult with an attorney prior to executing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

DATED: _____ Marquette Baylor

DATED: _____ Office of Senator Tammy Baldwin

BY: _____
Bill Murat, Chief of Staff

