

**COUNTY OF MILWAUKEE**  
INTEROFFICE COMMUNICATION

**DATE:** October 18, 2018

**TO:** Theodore Lipscomb, Sr., Chairman, and Milwaukee County Board of Supervisors;  
Anthony Staskunas, Chair, Milwaukee County Board of Supervisors, Judiciary, Safety, and General Services Committee

**FROM:** Patrick Lee, Procurement Director, DAS – Procurement Division  
Michael Hafemann, Superintendent, House of Correction  
Richard Schmidt, Interim Sheriff, Office of the Sheriff  
*Prepared by Erin Schaffer, Manager – Contracts (RFP Administrator)*

**SUBJECT:** Correctional Medical Services – Request for Proposals and Armor Contract Update

**REQUEST**

On October 10, 2018 the House of Correction, Office of the Sheriff, and Procurement Division received a request from Chairman Lipscomb to provide an informational report updating the Milwaukee County Board of Supervisors, Judiciary, Safety, and General Services Committee on the status of the County's contract with Armor Correctional Health Services, as well as an update pertaining to the Request for Proposals for Correctional Medical Services.

**BACKGROUND**

Pursuant to the Order of the Milwaukee County Circuit Court in the case of Christensen v. Milwaukee County et al., the County was required to enter into a contract with Armor Correctional Health Services, Inc. to obtain reasonably necessary health care (including medical, dental and mental health services) for detainees and inmates in the physical care, custody and control of the Sheriff at Milwaukee County Jail (hereinafter "Jail") and of the Superintendent at the Milwaukee County House of Correction (hereinafter "HOC").

The Court and Court Monitor establish the staffing and service requirements, and references in the agreement to "Sheriff" or "Superintendent" are understood to constitute a reference to each individual in their responsibility for the provision of

medical care to Inmates in the respective Facility. The Sheriff has responsibility to provide medical care for Inmates in his physical care, custody and control at the Jail and the Superintendent has responsibility to provide medical care for Inmates in his physical care, custody and control at the HOC.

As in 2013, 2014, 2015, 2016, and 2017, the HOC, Milwaukee County Sheriff's Office, and Corporation Counsel worked together on the terms and conditions for the annual agreement. The contract language and insurance provisions were finalized on an annual basis for a 1/1 start date each year.

### **RFP 98180020: CORRECTIONAL MEDICAL SERVICES**

In January of 2018, the Office of the Sheriff ("MCSO"), House of Correction ("HOC"), and Department of Administrative Services – Procurement Division ("Procurement") met to determine a course of action regarding the Correctional Medical Services Contract presently held by Armor Correctional Health Services ("Armor"). The Armor contract is set to expire on December 31, 2018.

The MCSO, HOC, and Procurement collectively determined that prior to termination of Armor's contract, a competitive solicitation method was necessary to select a Correctional Health Services Provider as required by court order. Due to the high value of services and the complexity of the need, the Request for Proposals ("RFP") method was selected. This method permits the County to utilize an Evaluation Committee comprised of technically-skilled individuals in the area of solicitation (health care and detention facility operations) to score potential vendors on the services provided in addition to scoring each vendor's cost for services. This dual scoring results in selection of the vendor offering the highest quality of care at the best value for the County and its constituents.

In late January, Procurement contacted the Pew Charitable Trusts and obtained a copy of its just-released report titled "Jails as Inadvertent Healthcare Providers," a report which advised on the process of acquiring health care providers for the correctional setting and provided some insights into the creation of a care-focused and cost-effective RFP. Procurement requested the input of the Pew Charitable Trusts during the drafting of the RFP, but was advised that Pew's mission prevented it from comment or assistance.

On April 20, 2018, the County entered into a contract with NCCHC Resources, Inc. ("NRI"), a consulting arm of the National Commission on Correctional Health Care ("NCCHC"), to provide consulting services for the development of an RFP for Correctional Medical Services. NRI was selected for its industry expertise and its deep comprehension of the NCCHC Standards of Health Services in Jails and NCCHC Mental Health Standards. The contract was broken into two phases:

- **Phase I** – “to develop a Request for Proposal for mental health and health care services with input from available documentation from the County, and that derives directly from a basic on-site assessment of County correctional facilities”; and
- **Phase II** - “to provide a comprehensive assessment to support cost effectiveness and system efficiencies while maintaining good patient outcome in County correctional and detention facilities; to assess readiness for an NCCHC accreditation survey. This will be accomplished mainly through site visits and reports.”

**Phase I** was entered into immediately. **Phase II** was delayed due to lack of funding. It is Procurement’s recommendation that the County Board of Supervisors, House of Correction, and Office of the Sheriff fund and enter into Phase II at the start of the winning Respondent’s contract term with the County to establish and ensure preparedness for NCCHC accreditation.

NRI provided number of staff with extensive experience in Correctional medical services for Phase I, including:

- Jayne Russell, M.Ed., CCHP-A, Lead Correctional Health Care Consultant;
- Kathy Page, Correctional Nursing Consultant; and
- Dr. Brent Gibson, MD, MPH, FACPM.

Together with NRI’s staff, representatives from the MCSO, and representatives from the HOC, the Procurement Division crafted RFP 98180020: Correctional Medical Services. The crafting process included site visits, consultation with the Dr. Ron Shansky (Court Monitor), and approximately three months of drafting work by a team of more than 10 individuals with expertise in the field, including staff from facility operations, fiscal, risk and legal, information technology, and outside medical personnel.

Development of the RFP covered several major areas of concern, enhanced specifications for care and continuous quality improvement, developed key performance indicators and service level expectations, and treated specific opportunities for improvement:

**1. NCCHC Accreditation.**

During the RFP drafting process, Procurement and NRI met with staff at the HOC and MCSO and performed site visits that included conversation with existing medical staff. These meetings focused on areas of concern and opportunities for improvement in the provision of medical services for the County’s correctional facilities. NRI staff familiar with the NCCHC accreditation process toured the facilities and provided insights on areas of weakness that could be treated through specific requests in the RFP. The same NRI staff then drafted all clinical provisions of the RFP in collaboration with operations staff, custody staff, and Procurement.

To ensure that the RFP would produce quality outcomes, each substantive section pertaining to medical, dental, or mental health care was matched to an NCCHC accreditation standard. Often, these standards are specifically called out in the RFP. Where they are not specifically called out, the requirements are written in to the specifications. This method establishes the NCCHC standards as the County's primary focus in the provision of medical care to detainees, and sets a minimum bar for all responding vendors.

In some cases, requirements of the Christensen Consent Decree are more stringent than requirements for NCCHC accreditation. In cases of conflict, the RFP directs all vendors to follow the most stringent standard. The Court Monitor, Dr. Ron Shansky, was consulted in cases of confusion between NCCHC terms and terms and expectations of the Consent Decree.

The following questions were raised by the Board of Supervisors and are treated accordingly:

**How will the RFP require and enforce vendor NCCHC Accreditation? Are there similar enforcement mechanisms (penalties) in the RFP, and how do those mechanisms differ from the current ones? What procedures will the Administration use to ensure these mechanisms have teeth?**

Section 15 of the RFP, "Accreditation", covers the County's expectations for accreditation and enforcement procedures. That provision states, in pertinent part:

"Preparation for accreditation shall begin upon inception of the bid award. Contractor shall submit a plan and timeline, not to exceed 18 months, for successfully achieving initial accreditation, including NCCHC OTP accreditation (SAMHSA accreditation) at both facilities."

In the current contract, Armor was responsible only for "cooperat[ing] fully with the County in all efforts to attain and maintain formal accreditation of the Facilities' health care program." The RFP places responsibility on the healthcare vendor, including requiring that the vendor develop and maintain all accreditation documentation and assist County facility staff in preparing for compliance audits and NCCHC surveys. NCCHC accreditation has two components – medical care requirements and facility-based custody requirements. Previously, the health care vendor was only responsible for medical requirements and was not required to provide guidance or assistance to the County in obtaining accreditation from a facility or custody standpoint.

The health care vendor's ability to control and influence the County's operations is limited. As a result, the County cannot require the health care vendor to ensure NCCHC accreditation as it pertains to custody and facility requirements. However, the RFP does require the vendor to advise and consult with the County on facility or custody issues that may present barriers to accreditation.

Once accreditation is achieved, the Contractor must ensure that facilities remain accredited throughout the term of the contract. This includes meeting with County staff, advising on accreditation requirements, and developing and maintaining policies, procedures, and documentation regarding accreditation.

In the current contract, the County's recourse for failure to achieve accreditation is a single \$25,000 penalty. In the RFP, failure to achieve accreditation or placement on accreditation deferral or probation status results in a much more significant penalty, as follows:

- A \$25,000 performance penalty 18 months after implementation if Contractor fails to achieve initial accreditation.
- Contractor must enter into corrective action plans which satisfy all accreditation deficiencies within 6 months of NCCHC determination (100% of "essential" standards and 85% of "important standards – this delineation is not present in the current contract).
- Determination of probation or deferral is grounds for termination of the contract.
- Subsequent NCCHC surveys and findings of "continued accreditation with verification" must be corrected within four (4) months of notification.
- Failure to obtain re-accreditation results in penalties up to \$10,000.00 per month at the discretion of the County.

Section 15.2, "Policies, Manuals, and Documents" of the RFP identifies all documentation that must be signed, dated, and up kept in accordance with NCCHC standards. This item is not part of the present contract.

During the development of the RFP, through research and advice from NRI, the County understood that the most successful correctional medical services contracts have one thing in common – a dedicated contract monitor. The Contract Monitor's role is to oversee clinical and fiscal areas of the contract to ensure that care standards are met in a cost-efficient manner. NRI further advised the County that portions of the contract monitoring that involve clinical care and clinical decisions, such as patient

chart review or observation of medical care, should be performed by a licensed clinician.

As a result of this research and advice, the County included Section 14: Performance Measures in the RFP. This section treats all expectations of the Contract Monitor, as well as reporting requirements the Contractor will be held to, such as clinical reporting demonstrating metrics and deliverables are met, cost containment procedures, staffing management reporting, and other reports.

Additional information pertaining to the Contract Monitor is included in the Contract Compliance section of this informational report. The Contract Monitor's role will be vital in ensuring all metrics, standards, and deliverables in the RFP and resulting contract have teeth.

**Was it possible for the Administration to make NCCHC accreditation a base standard in order to contract with Milwaukee County to deliver these services?**

Respectfully, no. NCCHC accreditation is made on a by-facility basis, and is not a licensure or a credential held by any health care provider or vendor. Instead, a specific facility is accredited based on a number of factors including areas such as governance and administration, safety, personnel and training, inmate care and treatment, health records, etc.

However, the HOC, MCSO and Procurement Division, with the assistance of NRI, made every effort to ensure that proposing vendors demonstrate measurable capability to achieve NCCHC accreditation for the County within the proposed time frame (18 months). Each and every standard or request in the specifications of the RFP clearly stated that the level of care required under the RFP must meet the NCCHC standards and/or the requirements of the Consent Decree, whichever is more stringent.

Each section of the specifications pertaining to patient care was drafted by NRI with specific NCCHC standards in mind. Requirements of these sections mirror the 2018 NCCHC Standards for Health Services in Jails and/or NCCHC Mental Health Standards. Questions asked of vendors in the RFP reference the specifications and require vendors to provide in-depth explanations of the approaches they will take to delivering required medical services.

In addition, in Section 21.9 of the RFP, Regulatory Compliance & Accreditation, the County asked vendors to provide specifics on their plan to meet the NCCHC accreditation requirements stated in the RFP. Vendors were asked to:

- Submit their plan and timeline to successfully achieve accreditation for both facilities;
- Describe how they would work with the County in the event of contract termination to ensure the County would maintain accreditation;
- Describe the organization's experience with accreditation, including the percentage of facilities they presently serve that are NCCHC accredited and whether they have ever held a contract for services at a correctional facility that lost accreditation;
- Provide a complete narrative of their regulatory compliance history, including copies of all documentation regarding non-compliance for the last three years, and copies of their three most recent NCCHC accreditation reports and responses to any noted deficiencies or conditional accreditations for facilities that serve similar patient populations (by acuity) as the County;
- Describe how they will meet NCCHC accreditation requirements as they pertain to health records and data.

## 2. **Ongoing Staffing Concerns.**

To address issues of staffing in the current relationship, the County consulted NRI and Dr. Shansky to establish staffing standards. In the current contract, staffing requirements by full-time equivalents (FTEs) or hours are determined "overall" across all position categories, rather than each position category. Due to the nursing shortages across the country, nursing position categories have been historically understaffed, as have key mental health positions.

After consultation with Dr. Shansky, the County established that the Consent Decree and Court Monitor will require **each clinical position category** to be filled 100% of the time. Instead of using "position hours" to determine whether a position category is fully staffed, the County will require the health care vendor to provide a minimum number of "deliverable hours" per position category. This places the requirement to back-fill or cover for vacations, sick time, and other absence of clinical staff on the vendor. The County must receive 100% of the deliverable hours of care, increasing the access to care for detainees and reducing some of the strain felt by medical staff in chronically understaffed areas.

In addition to clinical category coverage, the RFP includes progressive penalties available to the County, beginning with recovery of position funds and increasing to a penalty of 150% of the position's funds for the health care vendor's failure to meet the KPIs related to staffing.

## 3. **Contract Compliance.**

As a result of advice received from NRI during the consulting phase of RFP 98180020: Correctional Medical Services, prior to, but further supported by, the August 2018 Audit Report, the County determined the success of the Correctional Medical Services Contract would be dependent upon a dedicated, full-time contract monitor tasked with oversight and control of clinical and fiscal aspects of contract compliance.

However, no such contract compliance expertise presently exists in-house at the County. Therefore, the HOC, MCSO, and Procurement Division, with input from Milwaukee County Corporation Counsel and the Audit Division, drafted RFP 98180024: Correctional Medical Services Contract Monitor. This RFP seeks a consultant to provide clinical and fiscal contract monitoring and oversight of the comprehensive medical, dental, and mental health services contract which will result from award to a medical services provider under RFP 98180020: Correctional Medical Services.

The RFP included a copy of the Christensen Consent Decree and the August 2018 Audit Report, and directed interested vendors to review RFP 98180020: Correctional Medical Services for more information about the contract to be monitored.

#### **4. Ongoing Cost Concerns.**

One noteworthy concern in the existing contract was the medical and pharmaceutical cost "caps". These caps operate as follows:

##### **Off-site and Specialty Medical Care Cap.**

This cap limits Armor's liability for hospitalization, emergency transportation, off-site, and specialty medical costs to \$800,000 for each 12 month period under the agreement. This also includes "specialty medical care" provided on-site, such as OB/GYN, dialysis, and physical therapy. The County must then reimburse Armor for all costs over the \$800,000 cap. Historically, this has produced increased expenses which have been funded by contingency. These costs are unpredictable and there is no deterrent to the health care provider sending care off-site once the cap is met, nor for providing pre-emptive on-site care to reduce off-site care requirements.

##### **Pharmacy Cap.**

This cap limits Armor's liability for pharmacy costs to \$850,000.00 for each 12 month period under the Agreement. The County must then reimburse Armor for all costs over the \$850,000 cap. Historically, this has produced increased expenses which have been funded by contingency. These costs are unpredictable and there is no incentive for the health care provider or



pharmacy provider to control costs once the cap is met or maintain its formulary in a cost-efficient manner.

In the RFP, the \$800,000 cap was retained, but a cost-sharing requirement was added to limit the County's liability. This cost-sharing requirement ensured that the Contractor would pay 50% of all costs once the \$800,000 cap was reached, and the County would pay the remaining 50% of costs. The modification to the cap will encourage the Contractor to control costs without sacrificing patient care.

Additionally, the \$850,000 pharmacy cap was reduced to \$750,000, and the responsibility for payment of pharmaceuticals was placed on the County to cap the County's liability for costs. A cost-sharing requirement was included in the contract that required the Contractor to pay 75% of costs over the cap, with the County paying the remaining 25% of costs. This structure was chosen to permit the County to improve understanding of our pharmacy use, and to leverage wholesale pricing specifically available to government entities through the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP). The County will contract separately with Clinical Solutions, LLC, a certified WBE, for provision of pharmaceuticals. Based on our previous year's costs, Clinical Solutions has estimated we may save up to \$20,000.00 per month in pharmacy costs by utilizing MMCAP pricing. In addition, control of the pharmacy contract will encourage County staff and medical staff to better coordinate and cooperate on development of a formulary, which dictates the types of pharmaceuticals to be used for specific patient needs. The County understands by research and advice of NRI that closer oversight of the formulary will improve patient care outcomes and reduce costs, which historically have exceeded the contract value and required contingency funds for payment. This combination of reduced cap, cost sharing with the vendor, reduced pricing through MMCAP wholesale, use of a certified WBE on the contract, and increased control of pharmacy decision-making all represent substantial benefits to the County over the current contract.

## **5. Audit Report.**

The following question was raised by the Board of Supervisors and is treated accordingly:

### **How have the findings of the Audit informed the RFP and the process?**

Respectfully, the Audit report was issued in August of 2018, well after the start of the RFP process. Therefore, the Audit report itself did not substantially inform the RFP or the process.

However, the HOC, MCSO, and Procurement Division are pleased to report that the RFP document and process are constructed in a manner that should treat and resolve concerns raised in the Audit. In particular:

- **Improved Staffing Levels from Armor.**

As noted above, to address issues of staffing in the current relationship, the County consulted NRI and Dr. Shansky to establish staffing standards. Presently, Armor's contract permits a calculation of staff positions filled to be comprehensive. In other words, Armor is required only to maintain 95% staffing overall, inclusive of all position categories in the 128.8 FTEs needed to meet the Consent Decree. Unfortunately, due to nation-wide shortages in psychological and psychiatric services and in nursing, this model is insufficient. To treat this, Dr. Shansky and NRI consultants proposed the inclusion of staffing by clinical hours of care delivered, not by FTEs. FTEs additionally include time off and time in training, etc. The current RFP and future contract require clinical deliverable hours to be met at 100% and administrative deliverable hours to be met at 90% on a weekly basis and reported accordingly by position category.

Procurement has also engaged NRI to define positions by licensure and credentialing requirements and to identify federal, state, local, or licensing board or certifying agency requirements for each position category.

For example:

In the current contract, 26 FTE Licensed Practical Nurses are required. Calculating for paid time off and time for training or on non-clinical duties, we approximate that each FTE is equivalent to 38 hours per week, or 1,976 hours per year. For 26 FTE LPNs, that would equal 988 hours of care per week, or 51,376 hours of care per year. If the vendor falls under 988 hours, it may or may not incur a penalty based on the fill rates of other position categories.

In the RFP and new contract, 1,040 hours of Licensed Practical Nurse are required per week. Because LPNs are designated as "clinical" positions, 100% of the hours must be delivered each week, either by the full-time LPN him or herself, or by agency or temporary staff or other coverage for that FTE if he or she is on paid leave. Further, the RFP and new contract require these hours be filled 100% for the position category of Licensed Practical Nurse. If the vendor falls under 1,040 hours per week, it will incur a progressive penalty based on the penalty structures in the RFP. This penalty occurs in all position categories and varies dependent upon whether the position is "clinical" or "administrative."

Clinical positions must be filled to 100% at all times per the Court Monitor. The RFP states the Court Monitor's preference for full- or part-time staff vs. agency or temporary staff, but also acknowledges the staffing

difficulties facing all areas of the country in nursing and psychological/psychiatric services. The key metric the Contractor must meet is achieving deliverable health care hours by position category.

The RFP requires staffing reports made on a monthly (four week) basis.

The RFP permits the County to assess penalties of up to 150% of the hourly rate by position category for each position category (ie, LPNs) that fails to meet the mandatory minimum staffing levels. Penalties begin to accrue after two months of vacancy in those positions. This two month window was included at the recommendation of NRI, with the understanding that in the current competitive employment environment, it may be very difficult to attract full-time candidates for nursing and other medical roles. Penalties for staffing are as follows:

After two months of vacancy, 100% of the position's cost is returned to the County;

After three months of vacancy, 125% of the position's cost is returned to the County;

After four months of vacancy and until the position is filled, 150% of the position's cost is returned to the County.

In addition, extended use of temporary staff for key positions (for example, Director of Nursing, Medical Director, Chief Psychiatrist) beyond 120 days will require corrective action, and may indicate default of the contract.

Utilization of agency/per diem staff shall be minimized.

Also included in the RFP are the following modifications to staffing:

- 24 hour a day nurse coverage at both facilities;
- 24 hour, 365 day a year mental health coverage at the Jail;
- Off-hours mental health coverage by a qualified mental health professional or mental health RN under the direction of the Chief Psychiatrist;
- 7-day a week mental health coverage at the HOC, with a minimum of two shifts weekdays and one shift Saturday-Sunday, with a plan for on-site response of a mental health professional if needed during off-hours;
- 24 hour a day nurse coverage at intake;
- Addition of three wellness coordinators (presently filled by Sheriff's Captains, but more appropriately staffed as a clinical function);

- Substitutions of staff limited only to higher licensure substituting for lower licensure (for example, a doctor may substitute hours for an RN, but an RN may not substitute hours for a doctor);
- Facility-specific staffing plans based on the Staffing Matrix as approved by the Court Monitor.

These modifications and penalties should address all concerns raised by Audit in the 2018 report pertaining to staffing issues.

- **Contract Monitor.**

As stated previously in this report, NRI's visit in May of 2018 and work during to develop the RFP included a clear requirement for a Contract Monitor. The Contract Monitor position's responsibilities are itemized in the RFP document.

Based on substantial discussion with the HOC, MCSO, and NRI, it was the strong suggestion of NRI that the Contract Monitor **not** be housed in either the HOC or the MCSO, but instead be placed in its own "Medical Office" under the direction of Procurement or a civil servant such as a medical director. Presently, the County does not have any mechanism for oversight of a full time medical contract monitor, and does not have the requisite "medical office" suggested by NRI. Therefore, the County opted to release an RFP as stated above for a third party Contract Monitor. Concerns were raised regarding the payment of such a position. Initial quotes from information gathering indicated that the position or positions may cost more than \$300,000 per year, a cost which is not presently represented in the HOC's budget. However, this vital service is a minimal expense compared with the 16 million dollar medical contract and lawsuits arising due to detainee health care concerns and/or deaths of individuals in the County's custody.

Additional information pertaining to the Medical Contract Monitor will be made available following evaluation.

## **Current Status of the RFPs**

### RFP 98180020: Correctional Medical Services

On July 20, 2018 RFP 98180020 (Correctional Medical Services) was publicly posted for response by interested vendors. Milwaukee County's Bonfire Portal was utilized to reach as many potential providers as possible. Invitations were sent to a wide array of medical organizations. During the Question and Answer Period of the RFP, the County received and answered over 130 questions from potential vendors.

The RFP closed for submissions on September 14, 2018. The Evaluation Committee is presently evaluating submissions.

**RFP 98180024: Correctional Medical Services Contract Monitor**

RFP 98180024 (Correctional Medical Services Contract Monitor) was publicly posted for response by interested vendors. Milwaukee County's Bonfire Portal was utilized to reach as many potential providers as possible. Invitations were sent to a wide array of organizations.

The RFP is presently open for submissions. The RFP will close on October 26, 2018 and all submissions will be passed on to the Evaluation Committee for review.

**RECOMMENDATION REGARDING FUTURE COURSE**

Based on the above, the Procurement strongly advises that the HOC, MCSO, Administration, and County Board of Supervisors consider removing the Contract Monitor and Correctional Medical Service Contract and associated funding from the operating budget of the House of Correction.

Procurement advises that the County Board of Supervisors and Administration consider the recommendation of NRI to create a Medical Office to fund the contract, any salary or cost for contract monitoring, and any additional staff required to meet requirements of accreditation or the Consent Decree and/or monitoring or contract oversight.

The separation of the House of Correction and Milwaukee County Jail creates funding, procedural, and compliance concerns regarding the medical contract and contract monitor which are not appropriately handled by a staff member of either agency. A Medical Office designated to ensure the constitutional rights of detainees and support fair, equitable, and appropriate medical care and treatment would substantially reduce risks, improve cost effectiveness, produce operational efficiencies, and increase the quality of patient care.

In addition, Procurement strongly advises that the Administration, County Board of Supervisors, House of Correction, and Office of the Sheriff fund the second phase of NRI's contract at the start of any new contract for medical services to identify Milwaukee County's accreditation gap and ensure accreditation planning and oversight by an experienced entity.

The Administration may in the future submit requests for additional funding to the County Board of Supervisors related to any shortfalls or requirements for the County's NCCHC accreditation, once identified.

Approved by

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Patrick Lee 10/17/2018  
Patrick Lee, Director  
Milwaukee County Department of Administrative Services  
Procurement Division

DocuSigned by:  
Mike Hafemann 10/17/2018  
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Milwaukee County House of Correction

Richard Schmidt, Interim Sheriff  
Milwaukee County Office of the Sheriff

cc: County Executive Chris Abele  
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