

# **2017-2018 GRAND JURY REPORT**

## **Riverside County Sheriff's Department Corrections Division Inmate Welfare Fund**

### **Background**

The Riverside County Sheriff's Department (RCSD) has the responsibility of meeting and upholding State and Federal laws as well as local ordinances to provide a responsive, innovative, and efficient public safety partnership with the community and its citizens. Part of this diverse responsibility includes a variety of functions and services. These responsibilities include operating, maintaining, and monitoring the County's detention facilities. RCSD also provides medical, mental health, dental care, and transportation for court and outside medical appointments/treatments. In addition, there are other services they provide including operating the Inmate Welfare Fund (IWF). The RCSD operates on a \$502 million annual budget (as of this report) to carry out its mandated duties with a workforce of approximately 3,000. Therefore, the Sheriff's budget consumes the greatest share of the general fund.

In addition to the responsibilities listed above, the RCSD Corrections Division has a duty to serve and protect the citizens of Riverside County, (County), and the State of California including those citizens detained or incarcerated under its supervision. This duty includes, but is not limited to, providing a safe and secure environment for inmate humane care, custody and control.

There are five detention facilities within the County of Riverside:

- Robert Presley Detention Center (RPDC) - Riverside
- Cois Byrd Detention Center (CBDC) - formerly Southwest Detention Center (SWDC) - Murrieta
- Larry D. Smith Correctional Facility (SCF) - Banning
- John J. Benoit Detention Center (JJBDC) (formerly Indio Jail)
- Blythe Jail (BJ) -Blythe

## **Assembly Bill (AB) 109 Impact on the various programs within the detention center facilities:**

The implementation of AB 109 (Public Safety Realignment) on October 1, 2011, resulted in a significant increase in the county jail population. Since realignment, the maximum population at all five detention centers are at or near capacity.

Realignment shifted the responsibility for the incarceration and monitoring of certain classes of convicted felons and parolees previously housed in state prison and monitored by state parole agents, to the county jails and the county adult probation department. All five detention centers were originally designed for inmates sentenced to less than one year in a county jail, or awaiting pending court cases, but now house inmates with sentences up to 20 years.

Realignment, in effect, made County jails de facto state prisons under AB 109. This reality has had a profound and pernicious effect on the jail operations including policies, procedures and services. This report focuses on one of the services called the Inmate Welfare Fund (IWF).

## **Introduction**

### ***Inmate Welfare Fund (IWF)***

In accordance with California Penal Code, Section 4025(a-i),<sup>[3]</sup> the Sheriff shall establish and maintain an IWF described as a private purpose trust fund, from monies received from inmate commissary sales and telephone services. The IWF is mandated to be used solely for the benefit, education, and welfare of County jail inmates. It receives no taxpayer support. This report addresses issues related to the commissary, and not phone services.

An interdepartmental memorandum dated September 13, 2017<sup>[15]</sup> answering various inquiries from the Riverside County Grand Jury (Grand Jury), stated that as of July 1, 2017, the IWF Fiscal Year 2017-2018 budget included an appropriation of \$12,932,262. This is broken down into \$7,052,525 designated for ongoing expenses, \$4,767,479 designated for a capital improvement project, and the remainder of \$2,285,046 in a reserve fund.

Penal Code Section 4025 states in part:

*a) The sheriff of each County may establish, maintain and operate a store in connection with the County jail and for this purpose may purchase confectionary, tobacco and tobacco users' supplies, postage and writing materials, and toilet articles and supplies and sell these goods, articles, and supplies for cash to inmates in the jail.*

*(b) The sale prices of the articles offered for sale at the store shall be fixed by the sheriff. Any profit shall be deposited in an inmate welfare fund to be kept in the treasury of the county...*

*(e) The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of County jail facilities...*

## **Methodology**

The Grand Jury reviewed the following documents:

1. Clifton Larson Allen, LLP – Independent Auditor's Report – County of Riverside Sheriff's Department, Inmate Welfare Fund – A Private Purpose Trust Fund Audit Report, June 30, 2016
2. Minutes from the Meeting of the Riverside County Board of Supervisors (BOS) ratifying the contract and approval of Amendment #9 to the Contractor Agreement pending award Request for Proposal (RFP) #SHARC-283 for jail commissary services, November 12, 2015
3. California Penal Code Section 4025
4. Riverside County Office of the Auditor-Controller Standard Practice, Policy Number 104 - Internal Controls
5. 2000-2001 Riverside County Grand Jury Report – Inmate Welfare Fund
6. Orange County, San Bernardino County, and San Diego County policies for comparison of the adjacent counties – Inmate Welfare Fund

7. Riverside County Sheriff's Department Inmate Orientation Manual
8. Riverside County Inmate Welfare Fund Policy – Corrections Division Policy 501.13 - entire policy
9. Vicenti, Lloyd & Stutzman, CPA's IWF – A Private Purpose Trust Fund Audit Report, June 30, 2015
10. Request for Proposal #SHARC-282 and SHARC-283 Jail Commissary Services for the Sheriff's Department – Bidder Proposal RFP Response, November 12, 2015
11. Purchasing process for RFP selection of winning bid for commissary contract, November 12, 2015
12. Professional Services Agreement for jail commissary services between County of Riverside and Contractor (Contract #SHARC-96115-003-11/23), October 25, 2016
13. Board of State and Community Corrections Manual, April 1, 2017
14. Riverside County Sheriff's Department Mission Statement, 2017
15. Riverside County Sheriff's Department Inter-Departmental Memorandum, September 13, 2017, regarding Inmate Welfare Fund Reserve Balance and other related topics
16. Bidder Proposal – Request for Proposal #SHARC - 283 - Jail Commissary Services for the Sheriff's Department, November 12, 2015
17. Orange County Sheriff's Department – Memorandum-Inmate Welfare Fund, October 3, 2017
18. Riverside County Inmate Welfare Fund, Committee Bylaws and Policies, revision, September 2, 2015
19. Riverside County Sheriff's Department Inmate Training and Education Bureau – Inmate Welfare Fund Programs Annual Report for Fiscal Year 2015-2016
20. Minutes of the Board of Supervisors (BOS), October 6, 2016 – Approve and Execute the Agreement with Contractor for Inmate Commissary Services for the Sheriff's Correctional Facilities for Five Years (with two one-year extensions at the behest of the County)

21. Minutes of the BOS, October 6, 2016 form 3-21-Submittal to the Board of Supervisors, County of Riverside, from Riverside Sheriff-Coroner-PA, Background, Contract Agreement Impact on Citizens and Businesses, Contract History and Price Reasonableness
22. San Diego Policy and Procedure L.11, Section B (Hygiene Kit not paid out of IWF)
23. Placer County Jail Information and Rules for Inmates (main jail in Auburn, California; South Placer Jail, Roseville, California)

## Findings

### *The Inmate Welfare Fund (IWF) Operates as a Closed System*

1. The IWF operates as a closed system with little to no independent internal review and limited external review. The following policies listed below show the IWF is administered internally by the Inmate Welfare Fund Committee (IWFC) with an annual expense statement sent to the BOS.

IWF Policy 501.13 §2.0 states:

*The Inmate Welfare Fund (IWF) shall be administered by a committee designated by the Sheriff. The IWF shall be governed by its own bylaws and procedures. The IWF determines how the fund monies are generated, through private contracts, and spent.*

IWF Policy 501.13 §3.0 states:

*The Inmate Welfare Fund committee will administer all revenue and expenditures from the IWF. Included are the commissary operations, telephone commissions, inmate welfare operations, and any other contracted services within this area.*

The IWFC Bylaws and Policies state the IWFC consists of the following entities appointed by the Sheriff:

#### **A: Voting Members:**

- Corrections Division Chief Deputy (Support Services)
- Corrections Division Chief Deputy (Operations)
- Robert D. Presley Detention Center Commander
- Larry D. Smith Correctional Facility Commander
- Southwest Detention Center Commander (Facility now known as the Cois Byrd Detention Center)
- Indio Jail Commander (Facility now known as the John J. Benoit Detention Center)
- Blythe Jail Commander
- Coordinated Custody Management Commander
- Corrections Division Administrative Manager (SITE-B)
- Sheriff's Finance Director
- Citizen member appointed by the Sheriff (at Sheriff's discretion)

### **Regular Attendees (Non-voting)**

- Corrections Division Administrative Manager (FINANCE)
- Corrections Division Accountant II

### **B. Chairperson/Secretary <sup>[18]</sup>**

The chairperson will preside over the IWFC meetings and manage the functional operations of the IWF. The secretary will handle the day-to-day matters concerning the IWF and act as custodian of committee meeting minutes and other pertinent records. The secretary will be responsible for preparing and maintaining a written record of all IWFC meetings and telephone polls. A copy of the minutes will be distributed to the Sheriff and all IWFC members within seven days following the meeting or poll. The IWFC shall vote to approve or amend the minutes at their next scheduled meeting. The minutes shall reflect any recommended changes or vetoes to proposals made by the Sheriff. These records are kept for three years plus the current year.

### ***15-DAY RULE IS NOT A POSITIVE INTERNAL CONTROL***

2. The IWF Committee Bylaws and Policies, Section V-IWF Expenditures, Subsection B, Specific Guidelines and Expenditures – Fifteen Day Rule,<sup>[18]</sup> states in part:

*The release of IWF monies by the Corrections Division Administrative Manager (FINANCE)... will be delayed fifteen (15) days from the time the IWF-C voted to approve the expenditures... This delay allows the Sheriff reasonable time to review any IWF-C actions and to make any amendments or recommendations he/she may choose, or veto an action... The Sheriff may choose to approve IWF-C actions by simply not responding to the IWF Chairperson within the 15-day time frame. In this case, the IWF-C's recommendations... will stand as approved and the Corrections Administrative Manager (FINANCE) will be authorized to issue the money... [sic]*

## ***THE JAIL COMMANDER CAN OVERRIDE THE IWFC DECISION***

3. The Inmate Welfare Fund Policy 501.13, Section 6.1 – Facilities<sup>[8]</sup> states:

*The jail Commander may approve Inmate Welfare Fund expenditures for inmate programs and maintenance of the facility.*

This process bypasses the IWFC approval as required in the Bylaws.<sup>[18]</sup> Any funds not needed for the welfare of the inmates may be expended for the maintenance of the County jail facilities, within the guidelines set forth in the Bylaws.

## ***CURRENT CIVILIAN MEMBER OF THE IWFC COMMITTEE LACKS INDEPENDENCE***

4. There was information obtained during a meeting with Sheriff personnel, in addition to a memorandum<sup>[15]</sup> provided by the Sheriff, which revealed that the civilian member is a voting member nominated by IWFC members and the person selected is appointed by the Sheriff. The current civilian member is a retired Assistant Sheriff from the RCSD, who was appointed several years ago.

Currently, no formal training or training manual exists in order to train a civilian who is not a former Sheriff employee. Therefore, there is no true, impartial or neutral citizen representative sitting on this committee. A single “civilian” cannot truly represent the more than three million citizens of the County. True public transparency requires more than one civilian member.

## ***FEES CHARGED TO FAMILY AND FRIENDS***

5. There are fees charged to the family and friends of County inmates per the Professional Service Agreement for Jail Commissary Services between the County of Riverside and Contractor, dated October 25, 2016,<sup>[12]</sup> for deposit of funds to trust accounts. No fees for this process will be borne by the County.

The County has agreed that the Contractor may charge these fees for deposit services. The Deposit Services Fee Structure is as follows:



**Cash Fee Structure**

<u>Gross Amount Deposited</u>	<u>Cash at Lobby Kiosk</u>
\$0.01-\$20.00	\$1.00
\$20.01-\$40.00	\$2.00
\$40.01-\$200.00	\$3.00

**Credit Card Fee Structure**

<u>Gross Amount Deposited</u>	<u>Web</u>	<u>Phone</u>
\$0.01-\$19.99	\$2.95	\$3.95
\$20.00-\$99.99	\$5.95	\$6.95
\$100.00-\$199.99	\$7.95	\$8.95

Orange, San Bernardino, and San Diego County Inmate Welfare Fund contracts do not charge deposit fees.

***RETURN OF MONIES TO INMATES***

6. There is an inefficient method used to return funds to inmates who are no longer in custody. Currently, the IWF contract<sup>[12]</sup> states:

*...If an inmate has been released, the CONTRACTOR will keep commissary items and advise the COUNTY of the inmate's invoice status. The COUNTY will make adjustments and attempt to notify the inmate by mail regarding the commissary balance. The COUNTY will hold the inmate's money for ninety days (90), if unclaimed by the inmate within that time; the money will be deposited to the County General Fund. [sic]*

Based on the current wording in the contract, there is no proactive and timely process in place for returning monies back to the inmate at the time

of his/her release. There is no written notification process in documents researched to notify an inmate on the process of how to obtain any monies retained on his/her account. By the current policy's own wording, the Sheriff waits until the released inmate contacts the Sheriff to obtain his/her monies. Currently, money is held for up to 90 days waiting for a released inmate to inquire about his/her money.

The Grand Jury researched several county detention centers to ascertain how they return monies to released inmates. The following procedure from Placer County seems to be a comprehensive and efficient method used to return such monies:

*If an inmate is released during normal business hours, the inmate will receive a check or debit card for the funds from their commissary account. If the inmate is released after business hours, the inmate may return to the jail to request their check in person during normal business hours. If the inmate would like their check mailed, he/she must contact the jail accounting office during normal business hours and provide a current mailing address.*

### ***SUBSIDIZED VENDING MACHINE SNACKS FOR STAFF***

7. The Contractor is providing the vending machine snacks for staff at a reduced price at all of the detention facilities. As referenced within the vendor's commissary pricing menus submitted in the contract of 2016<sup>[12]</sup>, a Snicker's bar for an inmate is \$1.58 (Exhibit A), while that same candy bar is sold to staff for \$.85 cents (Exhibit B). The negotiated contract mentioned provides employee vending machine pricing. There are 50 listed snack and drink items which are provided by the Contractor under the IWF contract.

### ***WEIGHTING OF BID SELECTION FOR COMMISSARY CONTRACTOR***

8. The Sheriff Department's contract with the Contractor requires the County to assume no cost or risk. County Procurement awards contracts based on competitive pricing by soliciting written bids from available vendors. The purpose of competitive bidding is based on the lowest possible price, for the benefit of the County Inmates.

The County Request for Proposal (RFP)<sup>[10]</sup> requires a commission or service fee to be paid to the RCSD. A first year payment of \$1.5 million, and

following years (year two up to five years) commission payments equal to 45.3% of the vendor's gross revenues, prorated based on inmate head count, is a fundamental part of the business requirements in order for the Contractor to be approved and granted the contract.

The RCSD deposits the commission from the Contractor to the IWF account. The monies are primarily used for the benefit of the inmates, but can also be used for other expenses as defined in California Penal Code Section 4025(e).

The net effect of the commission the Contractor is required to pay is an increase in the cost of goods sold to inmates in the jail commissary, in contrast to the price for the same goods sold to the general public.

As a result, the Contractor sells goods and services to County inmates at an inflated price (profits plus commission), and as an exclusive agent of the Sheriff's Department, passes the contractually required commission to the inmate in the form of higher prices.

A review of the Purchasing Department's Jail Commissary Services Evaluation Scoring Sheet (Exhibit C) with the selection criteria, reflects a weight of forty percent toward the vendor's ability to satisfy business requirements, which includes the commission, while cost to the inmates was weighted at twenty percent. Under this weighting criteria, the Contractor was awarded the contract because a greater emphasis was placed on the amount of money paid to the County rather than on the lowest price of goods provided to the inmate.

A majority of goods charged at the commissary, based on the pricing matrix, have a markup value ranging between 40 and 70 percent over and above standard commercial pricing.

### ***INDIGENT KITS PAID FOR BY THE VENDOR***

9. The commissary Contractor is required by the County, as an inducement to be the sole contractor, to supply 35,000 Indigent Kits to the inmate population free of charge. Per SHARC-96115-003-11/23, Section 11- Indigent Kits of the agreement, page 24<sup>[12]</sup> states:

*CONTRACTOR, at its sole cost and expense, will provide a minimum of 35,000 indigent inmate kits to the COUNTY*

*annually. For additional indigent kits beyond this amount, the CONTRACTOR will provide indigent kits to those inmates who qualify for the program at no profit to the CONTRACTOR. [sic]*

The Counties of Orange, San Bernardino, and San Diego <sup>[6]</sup> all have stipulations in their contracts and policies that their indigent kits expense will be borne from their General Fund and not through the IWF. Their policies reflect that cleanliness and hygiene are basic functions (like feeding) that must be provided by the County and not through the IWF. The RCSD Contractor supplies the inmate kits at their cost, which is then passed on to the inmate in the form of higher prices for any and all goods and services to recoup their costs.

### ***INADEQUATE AUDITS***

10. Audits are conducted on the IWF with the purpose of increasing transparency. IWF Bylaw Section B-Audits <sup>[18]</sup> states:

*The Corrections Division Administrative Manager (FINANCE) will monitor and perform a monthly audit of all IWF expenditures and prepare pertinent management reports for the IWF. A non-County entity or outside accounting firm shall conduct an annual audit of the IWF[sic]*

*The Corrections Administrative Manager (FINANCE) will initiate and coordinate with the Sheriff's Contracts Unit a request for quote for audit services in accordance with Riverside County Purchasing guidelines. These entities with the approval and concurrence of the Corrections Chief Deputy for Support Services will select the outside accounting firm to prepare said audit. To avoid exclusivity, the accounting firm will rotate every three years.*

- Part C – Annual Report <sup>[18]</sup> states:

*The Corrections Administrative Manager (FINANCE) will be responsible for the preparation of an annual report of all revenue, expenditures, current balance, and transactions of the IWF. An itemized report of expenditures will be included in the public information plan for each facility. Pursuant to 4025(e) of the Penal Code, the itemized expenditure report and a copy of*

*the annual IWF audit will be submitted annually to the County Board of Supervisors.*

All audits are only distributed within the IWFC and thereby lack independent scrutiny or oversight during the year. The monthly audits are neither reviewed nor monitored by the Assistant Sheriff of Corrections or the Undersheriff or any other neutral party.

The independent audits conducted annually focus strictly on accounting of numbers and as such, do not address internal controls.

Internal Controls provide guidance for establishing and maintaining an effective system of operations and accounting principles in accordance with the County's policies. Internal controls refers to the methods and procedures used to provide reasonable assurance regarding the achievement of objectives in the following categories:<sup>[4]</sup>

1. Safeguarding assets
2. Ensuring accuracy, reliability and timeliness of financial records
3. Promoting adherence to policies, procedures, regulations and laws
4. Promoting effectiveness and efficiency of operations

The Grand Jury has found no independent and comprehensive audit that focused on internal control, or reviews of the daily business operation of the fund. Considering the breadth and magnitude of the IWF, these internal controls are vital to effective management of the fund. As currently contracted and performed, the audits are inadequate to properly ascertain that the fund is being used appropriately.

Annual Reports sent to the BOS do not include information regarding the total revenues, the profit margin, what the reserve accounts are used for, and whether the expenditures for each area are appropriate. The only categories listed are expenditures. There is no comprehensive narrative explaining any of the expenditures or any other aspects of the fund, so the report is of limited value in its scope, and does a disservice to the BOS who should have a comprehensive explanation of what is happening with the IWF.

## ***IMPACT ON CITIZENS AND BUSINESSES***

11. A review of the Minutes of the Board of Supervisors' Meeting dated October 6, 2016<sup>[20]</sup> in which the BOS was asked to approve the IWF contract agreement, the Section described as *Impact on Citizens and Businesses* from Procurement, indicated no impact on citizens or businesses.

However, there is an impact on family and friends who place money in the accounts for the inmates and are charged fees for doing so. The family and friends of inmates and the inmates themselves, with few exceptions, *are* all citizens of the County and are impacted by the contractor agreement. There is an impact on the inmates who must pay the higher prices for the items they purchase. There is an impact on business (Contractor), where the County requires the Contractor to meet the 45.3% of gross sales commission or \$1,500,000, whichever is greater.

## ***FAILURE TO ADHERE TO IWF AND COMMITTEE BYLAWS AND POLICIES***

12. The current established Bylaws dated September 2, 2015, under Section IV – IWF Committee, Subsection F – Duties and Responsibilities<sup>[18]</sup>, states in part:

*In addition, the Committee... will oversee the preparation of an Annual Report of the IWF expenditures for the County's Board.*

According to the Office of Clerk of the BOS, the last report submitted was for 2014-2015. The reports for 2015-2016 and 2016-2017 have not been received by the Clerk of the Board. The 2014-2015 reports includes expenditures, but there is no detailed information on operating budget, revenues, etc. This information is needed for the BOS to have a comprehensive understanding of the IWF.

## ***CONTRACTOR EMPLOYEE BACKGROUND CHECKS AND SECURITY***

13. The current contract between the vendor/contractor and the RCSD<sup>[10]</sup> stipulates the following requirements for each annotated section listed below:

Under Section 7 – Commissary Operations, Subsection G, it states in part:

*CONTRACTOR shall provide qualified personnel agreed upon by both parties to efficiently distribute store items to the inmates*

*within the confines of the various detentions facilities. These personnel, who will be employed by the CONTRACTOR, must pass a background check administered by the COUNTY. The security clearance acquired upon successful completion of the background check must be maintained in order for the personnel to access the facilities. The CONTRACTOR shall have a minimum of two (2) back-up support personnel who have already passed the COUNTY's background checks, in the event current staff members need to be easily and expeditiously replaced...*

Under Section 13, Delivery Requirements, and Subsections C, E, and G, states:

*C. Commissary items shall be delivered to inmates inside clear plastic bag provided by the Contractor. The clear plastic bags shall be approved by the County. The Contractor is obligated to provide the best quality and best priced products to inmates. [sic]*

*E. CONTRACTOR's staff shall wear a uniform that identifies the company name and logo clearly visible on their shirts. Shorts may not be worn in the Facility. The COUNTY/Sheriff shall provide identification cards. The COUNTY requires a security clearance of CONTRACTOR's employees who need access inside a jail facility. The security clearance will be completed by Sheriff's staff at no charge to the CONTRACTOR.*

*G. Detention staff shall supervise delivery of orders; distribution shall be by the CONTRACTOR's staff. CONTRACTOR will provide carts and deliver orders to inmates. In the event that the CONTRACTOR distributes commissary items to the wrong inmate, the CONTRACTOR shall be responsible for the cost of items delivered in error.*

There is no provision for detention staff to inspect IWF items delivered in clear plastic bags to ensure that they do not contain unauthorized items (contraband). This is a safety and security concern.

In addition, there is no stipulation or requirement for the Contractor or the RCSD to update background checks on the Contractor's employees, annually or after an adverse security encounter. There is no language in the policy to stipulate that if a Contractor's employee has negative contact with law enforcement then that encounter is flagged.

## ***RESERVE FUNDS POLICY***

14. California Penal Code 4025(3) states:

*Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of the county jail facilities.*

There is no written policy explicitly outlining this process. There is no stipulation as to what an acceptable capital improvement project might be, only that a certain amount was earmarked for it. There is no direction as to the use of any additional monies in the reserve account beyond a one-year of ongoing expenses, or any stipulation on the priorities of further spending.



## **Recommendations**

**Riverside County Board of Supervisors (BOS)  
Riverside County Sheriff's Department (RCSD)  
Riverside County Auditor-Controller**

### ***The Inmate Welfare Fund (IWF) Operates as a Closed System***

1. The Assistant Sheriff, Corrections, or the Undersheriff (who are not members of the IWFC), should independently review the IWFC's actions and all reports as often as necessary. This ensures the IWFC is operating efficiently, and the monies allocated, are properly dispersed. The Sheriff's Department should post the minutes of all of the IWFC's meetings on the Sheriff's website to increase and promote full transparency to the public.

### ***15-DAY RULE IS NOT A POSITIVE INTERNAL CONTROL***

2. The 15-day rule should be modified to include the requirement that all funds under this provision be reviewed and approved by the Assistant Sheriff of Corrections, or the Undersheriff, to ensure funds are appropriately authorized within 15 days of the request for disbursement, consistent with department objectives.

### ***THE JAIL COMMANDER CAN OVERRIDE THE IWF DECISION***

3. Require the Jail Commander to obtain approval for a variance from the IWFC for programs and maintenance of the facility to promote accountability in accordance with IWFC approvals.

### ***CURRENT CIVILIAN MEMBER OF THE IWF COMMITTEE LACKS INDEPENDENCE***

4. Develop and implement a policy to have one civilian appointed from each County district, for a total of five, to sit on the IWFC to represent a broad cross-section of the County population, to fairly and adequately represent the inmate population. This policy should include a process for public posting, application submission, review and selection of civilian volunteers for IWFC service. The terms of service should be staggered to ensure that no one sits for more than three years at a time to allow for continuity on the IWFC at all times. This process will be fair, provide adequate

representation, foster public input, promote advocacy, and enhance transparency.

### ***FEES CHARGED TO FAMILY AND FRIENDS***

5. All deposit/transaction fees charged for placing money on an inmate's account should be eliminated.

### ***RETURN OF MONIES TO INMATES***

6. The RCSD and Contractor renegotiate or modify the contract to adopt a similar policy to expedite the process of returning monies to a released inmate in a more timely and efficient manner.

A written policy should be implemented and incorporated into the Inmate Orientation Manual, which explains the process to the inmate about how they may retrieve their monies when they are released. This information should also be available for the public, so family and friends will be aware of the process as well.

### ***SUBSIDIZED VENDING MACHINE SNACKS FOR STAFF***

7. Any vending machine products intended for staff should be provided by an independent contractor. Contracted products provided to inmates and contracted products available to staff should be completely separate with distinct business contracts. This would eliminate the perception that the IWF is subsidizing the staff.

### ***WEIGHTING OF BID SELECTION FOR COMMISSARY CONTRACTOR***

8. The RCSD, through the Purchasing Department should renegotiate the contract at its next anniversary to primarily focus on the lowest cost and/or "best value" to the inmate.

### ***INDIGENT KITS PAID FOR BY THE VENDOR***

9. The County provide indigent kits to the inmates paid from the General Fund at the current contract price of \$2.30 each.

### ***INADEQUATE AUDITS***

10. a) The independent audits should be conducted to include a comprehensive in-depth review of the IWF to include internal controls.
- b) The Riverside County Auditor-Controller's office can, and is willing to, conduct its own comprehensive annual audit of the IWF at no cost to the Sheriff's Department. This review shall be under the Risk Assessment criteria to assess the efficiency and appropriateness of the IWF, the risk of misuse or fraud, the lack of effective internal controls, and to make recommendations to correct deficiencies. This process would enhance transparency and should augment the independent audit requirement.

### ***IMPACT ON CITIZENS AND BUSINESSES***

11. All information submitted to the BOS regarding the IWF in the section *Impact on Citizens and Businesses* should be clearly and accurately annotated to reflect there *is* an impact due to the high fees charged to citizens as reflected in Finding 5, as well as impacting the contractor.

### ***FAILURE TO ADHERE TO IWF AND COMMITTEE BYLAWS AND POLICIES***

12. The annual report submitted to the BOS should contain full details of the fund revenue, operating expenditures, operating budget, reserve account balance and how the reserve account is to be spent. In addition, all annual reports for 2015-2016 and 2016-2017 are to be provided to the BOS as required by the bylaws and, all subsequent future annual reports be submitted to the BOS in a timely manner.

### ***CONTRACTOR EMPLOYEE BACKGROUND CHECKS AND SECURITY***

13. a) The RCSD Corrections Staff should inspect all items in the clear plastic bags to ensure that there is no unauthorized contraband entering the facility.
- b) The RCSD should run annual background checks on vendor's personnel who have access to the detention facilities to ensure their clearance status has not changed.
- c) Law enforcement contact is flagged for review by the Sheriff to determine if the issue would result in security issues for the Contractor's employees and staff.

### ***RESERVE FUNDS POLICY***

14.
  - a) The IWFC should write a well-defined description to determine how monies are, or are not, to be used for jail facilities. This information should be incorporated in the IWF Bylaws.
  - b) Funds determined to be in excess of those needed for inmate welfare held in the reserve fund shall be clearly defined, prioritized, and designated for specific purposes, with appropriate monitoring.

### ***IWF POLICY AND BYLAWS***

15. The RCSD IWF Policy 501.13 and IWF Bylaws should have consistent language; therefore, the RCSD should modify Policy 501.13 to reflect IWF Bylaws, Section IV, Subsection B, requirement of accounting firm rotation every three years.

Report Issued: 04/04/2018  
Report Public: 04/10/2018  
Response Due: 07/17/2018



RIVERSIDE COUNTY JAIL

ATTACHMENT 1

Proposed Commissary Menu - Year 5 Pricing

	A	B	C	D	E	F	G	H	I
	DESCRIPTION	Size - Ounce	Current Retail Price	Retail Price 1/1/09	Vendor Bid Price	November Units Sold	Total Cost of Goods	Manufacturer	Item Description
1	\$10.00 PHONE CARD					7,546	\$	GTL	Phone Calls
2	KEEFE PREMIUM COFFEE 4.4 OZ	4 oz	3.75	3.75	\$5.23	4,005	\$20,932.84	Keefe Kitchens	Instant Coffee
3	RAMEN - CHILI FLAVOR	3 oz	0.33	0.33	\$1.18	24,670	\$29,086.94	Maruchuan	Hydrated Noodles in brick form
4	CACTUS ANNIE CHEESE JALAPENO	2 oz.	0.60	0.60	\$1.22	10,187	\$12,382.36	Cactus Annie	Spicy cheese spread
5	TACO WORKS SALSA TORT CHIPS	2 oz.	0.46	0.46	\$1.22	14,105	\$17,144.72	Taco Works	Spicy Crunchy & Salsa Flavored Tortilla Chips
6	HOT & SPICY VEGETABLE RAMEN	3 oz.	0.33	0.33	\$1.18	18,756	\$22,114.09	Maruchuan	Hydrated Noodles in brick form
7	RAMEN - TEXAS BEEF FLAVOR	3 oz.	0.33	0.33	\$1.18	18,141	\$21,388.98	Maruchuan	Hydrated Noodles in brick form
8	FC CHNKLGT TUNA/WATER	4.23 oz.	1.56	1.56	\$2.80	3,853	\$10,771.69	Fresh Catch	Pouched Chunk light Tuna in Water
9	ML HOT POTATO CHIP SMALL BAG	1.5 oz.	0.53	0.55	\$1.15	9,941	\$11,479.18	Moon Lodge	Spicy BBQ Chips
	AMEN - CAJUN SHRIMP	3 oz	0.33	0.33	\$1.18	15,960	\$18,817.50	Maruchuan	Hydrated Noodles in brick form
11	TACO WORKS HOT NACHO TORT CHIPS	2 oz.	0.46	0.46	\$1.22	15,325	\$18,627.63	Taco Works	Spicy Crunchy & Cheese Flavored Tortilla Chips
12	RAMEN - CHICKEN FLAVOR	3 oz.	0.33	0.33	\$1.18	13,590	\$16,023.17	Maruchuan	Hydrated Noodles in brick form
13	RIVERSIDE CO STAMPED ENVELOPES KIT	5 pk.	2.60	2.60	\$3.40	1,397	\$4,749.80	US Post Office	Prestamped Envelopes
14	ML "THE WHOLE SHABANG" CHIPS	1.5 oz.	0.53	0.55	\$1.15	6,461	\$7,460.72	Moon Lodge	Seasoned Spicy Chips
15	BOOK OF TEN STAMPS		4.20	4.20	\$4.90	801	\$3,924.90	US Post Office	Book of Stamps
16	TROPICAL PUNCH KOOL-AID (CLEARPACK)	6 oz.	1.50	1.55	\$1.88	2,179	\$4,096.52	Kool-Aid	Instant Tropical Punch Drink
17	KF HOT COCOA (CLRPK W/ZIPPER)	10 oz	1.40	1.40	\$1.88	2,349	\$4,425.60	Keefe Kitchens	Instant Hot Chocolate Drink Mix
18	VELVEETA SPICY REFRIED BEANS	4 oz.	1.85	1.95	\$2.31	1,604	\$3,704.38	Velveeta	Instant Spicy Refried Beans
19	ZIPPY CAKE MONSTER HONEY BUNS	6 oz.	0.90	0.90	\$1.82	3,232	\$5,892.77	Zippy Cakes	Bakery Item
20	SS JALAP PEPPERS .7OZ (SLICES)	.7 oz.	0.35	0.35	\$0.73	7,616	\$5,554.38	Tito's	Single Serve Jalapeno Peppers
21	NEXT1 SPORT BAR SOAP	5 oz	1.13	1.13	\$1.52	1,162	\$1,765.52	Crawford	Sports Bar Scented Soap
22	NEXT1 MOISTURIZING BAR SOAP	5 oz	1.35	1.35	\$1.52	1,894	\$2,877.71	Crawford	Moisturizing Bar Soap
23	SNICKERS BAR	1.86 oz	0.64	0.64	\$1.58	3,885	\$6,138.91	Mars	Chewy Nougat w/peanuts Chocolate Covered Candy Bar
24	RR POPPERS HIGH HEAT FL	3 oz	1.70	1.70	Discont	1,857	\$0.00	Ryans Ranch	High Heat Meat Poppers - DISCONTINUED
25	MAGIC CREAM SHAVE	6 oz.	2.69	2.69	\$3.65	769	\$2,804.17	Soft Sheen	Hair Remover Cream
	COOL WAVE CLEAR FLUORIDE TPASTE	4 oz.	1.67	1.67	\$2.13	1,190	\$2,531.29	Cool Wave	Clear Toothpaste
27	ML REGULAR POTATO CHIPS- SMALL BAG	1.5oz	0.53	0.55	\$1.15	3,011	\$3,476.89	Moon Lodge	Plain Potato Chips

EXHIBIT A (Inmate Pricing)



**Riverside County  
Attachment 2  
Employee Vending Machine Pricing**

Product	Price
Snickers Almond 1.76 oz	\$0.85
Twix Bar Regular 1.79 oz	\$0.85
Nestle Baby Ruth Bar Choc Peanut 2.1 oz	\$0.85
Starburst Variety 2.07 oz	\$0.85
M&M Plain 1.69 oz	\$0.85
M&M Peanut 1.74 oz	\$0.85
Skittles Original 2.17 oz	\$0.85
Hershey Almond Joy 1.61 oz	\$0.85
Atkinson Chick-O-Stick.7 oz	\$0.20
Reeses Peanut Butter Cups 1.5 oz	\$0.85
Dr Pepper 20 oz	\$1.25
Coke Regular 20 oz	\$1.25
Coke Diet 20 oz	\$1.25
Desani Water 20 oz	\$1.00
Snak King Popcorn Cheese 1.5 oz	\$0.65
Doritos Nacho Cheese1.75 oz	\$0.75
Kelloggs Crackers/Cheese 1.5 oz	\$0.65
7Up 20 oz	\$1.25
A&W Rootbeer 20 oz	\$1.25
Sunkist Orange 20 oz	\$1.25
MI Microwave Popcorn Xtra Butter 2.8 oz	\$0.55
Kit Kat 1.5 oz	\$0.85
Jack Links Beef & Cheese Stick 1.2 oz	\$0.75
Moon Lodge Potato Chips Regular 1.5 oz	\$0.70
Moon Lodge Potato Chips Bbq 1.5 oz	\$0.70

Product	Price
Zippy Cake Strawberry Bar Low Fat 1.3 oz	\$0.50
Zippy Cake Cupcakes Choc Crème 4 oz	\$0.80
Zippy Cake Cookies Iced Oatmeal 6 oz	\$0.90
Powerade Beverage Fruit Punch 20 oz	\$2.00
Frito Lay Corn Chips Regular 2 oz	\$0.65
Monster Energy Drink16 oz	\$2.25
Caso De Oro Pork Cracklins Hot & Spicy 2 oz	\$0.80
Zippy Cake Soft Cookies Choc Chip 2.75 oz	\$0.65
Zippy Cake Cookies Oatmeal Raisin 2.75 oz	\$0.65
Hawaiian Punch Juice Fruit Punch 20 oz	\$1.25
Cactus Cooler 20 oz	\$1.25
Cheetos Cheese Crunchy 2 oz	\$0.80
Cactus Annies Cheese Puffs 2 oz	\$0.70
Barcelona Mixed Nuts W/Peanuts 2.25 oz	\$0.85
Wheat Thins Crackers 1.75 oz	\$0.75
NV Granola Sweet Salty Almond 1.2 oz	\$0.60
Twizzlers Strawberry Twists 5 oz	\$1.00
*Snickers 1.86 oz	\$0.85 *
Milky Way 1.84 oz	\$0.85
Kelloggs Pop Tarts Strawberry 2 pk	\$0.90
Jolly Rancher Candy Assorted 3.7 oz	\$0.85
Now & Laters 3.25 oz	\$0.85
Oreo Cookies1.8 oz	\$0.85
Corn Nuts Chile 1.4 oz	\$0.85
Butterfinger 1.9 oz	\$0.85

SIAR/C 213 Jail Commissary Services - Evaluation Scoring

Evaluator's Description of Criteria	40	ARAWARK				KEEFE				TRINITY			
		NIHIL	Pass	Pass	AVG	NIHIL	Pass	Pass	AVG	NIHIL	Pass	Pass	AVG
Criteria #1 - Overall responsiveness and general understanding of the RFP requirements. This section includes Vendor's ability to satisfy business requirements. (TAB E)	40	6.1	6.1	6.2	24.4	6.7	6.7	6.8	26.9	5.9	5.9	5.9	23.8
Did the proposer fill out each Tab A - J as requested in the RFP	YES OR NO	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Criteria #2 - Bidder's Experience, qualification, and company ability (TAB C)	20	6.0	6.0	6.0	12.0	6.0	6.0	6.0	12.0	6.0	6.0	6.0	12.0
Criteria #6 - References with demonstrated success with similar work to the Scope of Service.	Pass or Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Criteria #8 - Clarification/Exceptions or Deviations	Pass or Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Criteria #7 - Credential/Resume/License/Certifications.	Pass or Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Criteria #3 - OVERALL COST TO THE COUNTY.	20				18.0				19.0				20.0
Criteria #3 - OVERALL COST TO INMATES.	20				20.0				20.0				11.0
Criteria #5 - Financial Status.	Pass or Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
	100				74.4				77.9				66.8

EXHIBIT C (Scoring)