

# EXHIBIT 8

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*Cowley County (KS) Contract with CBM Managed Services*

**PRISON**  
POLICY INITIATIVE

AMENDMENT TO  
FOOD SERVICE CONTRACT BETWEEN  
COWLEY COUNTY KANSAS AND CBM MANAGED SERVICES

This Amendment to the original Food Service Contract (the "FS Contract") dated May 1<sup>st</sup> 2008 is entered, by and between Cowley County Sheriff Department, Kansas and Catering By Marlins, Inc. d/b/a CBM Managed Services, 500 East 52<sup>nd</sup> Street, N, Sioux Falls, SD 57104.

Pursuant to the Entire Agreement section, the parties agree to amend the Commissary Program section of the FS Contract as follows:

Now come CBM Managed Services, hereinafter referred to as "CBM" or "Contractor" and also comes the County of Cowley, Kansas and the Cowley County Sheriff's Office, hereinafter collectively referred to as "The County." The Cowley County Sheriff's Office or Sheriff may simply be referred to (when acting separate from the collective entity of "the County") as the "Sheriff." The County and CBM do hereby enter into this Amendment to provide Inmate Commissary goods and services for entire period of the current food service contract. The Contractor shall provide commissary goods and services for the adult inmates at the Cowley County Jail upon the terms and conditions as set forth herein.

1. **GRANT:** The County hereby grants CBM to exclusive right to provide commissary goods and services for The County's adult inmates of Cowley County Jail in accordance with this Amendment.
2. **TERM:** The term of this Amendment shall run concurrently with the term of the FS Contract and with any contract extensions so exercised in the FS Contract.
3. **COMMISSION:** Contractor shall pay a monthly commission to the County of 13% of net sales. Net sales is defined as gross sales less any applicable sales tax on products, and less indigent kits, phone cards, postage stamps, pre-stamped envelopes, or any other item sold at cost, all of which will have no commission.
4. **TERMINATION:** Either party may terminate this Amendment by providing the other party ninety (90) days written notification. In case of such termination, the Contractor shall be entitled to receive payment from The County for work completed prior to the termination date in accordance with the terms and conditions of this Amendment and The County shall be entitled to receive payment for any commissions due in accordance with the terms of this Amendment.
5. **TAXES:** Contractor will be responsible for the remittance of all applicable sales tax to the State of Kansas.

6. OPERATIONAL RESPONSIBILITIES:

A. Grant: Contractor shall provide a large selection of food, candy and snacks, non-alcoholic beverages, health and drug items, general merchandise, including quality brand name products (collectively, the "Products"), all of which shall be subject to the approval of the Sheriff.

B. The Contractor shall provide commissary items at least once per week to adult inmates at the Cowley County Jail. At the request of Cowley County jail officials the number of commissary deliveries per week may be increased at no additional cost.

No items shall be distributed that have exceeded their "use by," sell by or similar expiration date. It is the parties' intent that items be fresh and wholesome.

C. Delivery: Items will be delivered to inmates by the Contractor's employees in an individual clear bag or clear container with a receipt to include a list of items and the inmate funds charged. This receipt is to be signed by the inmate with a copy given to the inmate and a copy retained by the contractor (to be produced upon request of the Sheriff.) All such deliveries are to be coordinated with and supervised by Correction Officers. Should Correctional Officers determine that special circumstances exist, they may distribute the inmate Commissary.

D. Personnel: CBM shall provide on-site supervisor, and from CBM's headquarters location, will provide expert administrative and purchasing advice related to the commissary operations.

E. Fill Rate: Contractor will maintain sufficient supplies and quality control of its delivery system so that consistently, fully, and correctly delivers orders on the first attempt at least 98% of the time. This percentage is based upon inmate orders and not an overall item count. Contractor's employees will correct any error or missed item and deliver the same within one business day.

F. Facilities and Equipment: There will be on-site storage and warehousing provided by the County and that CBM will manage from and keep stock and supplies.

G. Fund Transfer and Technology: Contractor shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to CBM's Software Commissary Management Information Systems (the "Software System") as necessary to support CBM's commissary operations. CBM shall remove all Computer Equipment and upon expiration or termination of this Amendment. The Computer Equipment and Software System is and shall at all times be owned by CBM, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the Software System at the Facility shall immediately cease upon the

expiration or termination of this Amendment. CBM shall be responsible to support and maintain all Computer Equipment during the term of this Amendment, but any and all such obligations shall cease upon the termination of this Amendment. The County shall run such cable and wiring, and shall perform such systems integration, as necessary to enable the Software System to support CBM's commissary operations.

Contractor will cause the Software System to integrate (this may be accomplished by periodic data transfer) with the Sheriff's Office jail records management system and will debit an inmate's fund for purchases and maintain real time records. Items not actually received by the inmate will be promptly credited to his/her account within three business days of the first delivery date.

**7. Billing and Prices:**

CBM shall determine the prices at which products shall be sold, however, the prices shall not exceed the general prices at which similar products are sold in the convenience stores (the "Comparable Retail Values") in the surrounding local community. If CBM sustains in its costs, including but not limited to, increases in its products or sales tax, CBM may, with Sheriff's approval, increase prices to recover such increased costs immediately. Additionally, CBM may, on an annual basis perform a price audit to compare the prices at which it sells the products contemplated by this Amendment with the Comparable Retail Values at which similar products are being sold in the surrounding local community. In the event that any of CBM's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Amendment to reflect the Comparable Retail Values. Contractor may make approved additions to the available products, but suggested additions should not be offered more than once every four (4) months.

The Sheriff may place dollar limitations on inmates' purchases, which the Sheriff may periodically adjust.

Contractor will electronically provide weekly statements to the Sheriff's Office to include:

- a. Items purchased and prices, listed by item
- b. Inmate purchases (items and prices), listed alphabetically by inmate
- c. Total price of items sold and commission

Contractor shall furnish the above reports not later than the 15<sup>th</sup> of the following month. Contractor will pay The County for commissions after Contractor has received payment from the County for the applicable invoices.

Contractor will bill County weekly for all products delivered to inmates. All invoices will be due to Contractor no later than the 15<sup>th</sup> of the following month.

**8. Fresh Express Program: (Optional)**

CBM will prepare once a week a "homestyle" type meal that the adult inmates will be able to purchase once a week. These meals will be prepared in the kitchen at the Cowley County jail and delivered by CBM staff to the inmates unit. CBM agrees to pay Cowley County Jail 10% of the net sales for the meals purchased.

**9. Confidential Information:**

All financial, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, policy and procedure manuals and computer programs relative to or utilized in CBM's business (collectively, the "CBM Proprietary Information") are and shall remain confidential and sole property of CBM and constitute trade secrets of CBM. The County shall keep all CBM Proprietary Information confidential and shall use the CBM Proprietary Information only for the purpose of fulfilling the terms of this Amendment. The County shall not photocopy or otherwise duplicate any materials containing CBM Proprietary Information without the prior written consent of CBM. Upon expiration or any termination of this Amendment, all materials containing any CBM Proprietary Information shall be returned to CBM.

**IN WITNESS HEREOF**, the parties hereto have caused this Amendment to be signed by their duly authorized representatives the day and year first above written. This amendment shall be attached to the original Food Service Contract as an addendum and all other original contract provisions shall remain in full force and effect.

CBM Managed Services

Cowley County Kansas Sheriff

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Shane V. Sejnoha  
Vice President of Operations



Sheriff Don Read

Date: 11/10/2014

In August of 2013 we contracted through CBM with Techfriends and JailATM to give our inmates access to communicate with their families via email, order commissary, track their funds and to transfer monies to their phone account using a KIOSK system. Every inmate has access to the system. Each email cost \$.50. Emails can be paid through the inmate's account or the outside party.  
Captain Gardner