OCCUPANCY AND USE PERMIT AGREEMENT
FOR
BLIND OPERATED VENDING FACILITIES

This Agreement, by and between the Department of Human Services, Division of Rehabilitation Services, Tennessee Business Enterprises ("TBE") and the County of Rutherford Tennessee ("Management"), which manages and operates the Rutherford County Jail in Murfreesboro, Tennessee is effective upon its execution by the parties hereto.

IN CONSIDERATION of the mutual agreements hereinafter contained, the parties agree as follows:

1. Management agrees to permit the licensed blind vendor to provide inmate commissary services at the Rutherford County Jail located at 940 New Salem Highway, Murfreesboro, TN 37129. Within sixty (60) days, of the effective date of this Agreement, all amenities and equipment listed in this permit will be installed and operational. The inmate commissary will be operated as an off-site packaging operation by the blind manager. The commissary will be "drop shipped" to the jail dock and an off duty Rutherford County Officer employed by the blind manager will provide the inside delivery operation.

The inmate commissary is a "vending facility" as defined at T.C.A. § 71-4-502(5). The above-described premises may be used by TBE solely for the purpose of establishing a vending facility to be operated by one or more blind persons (hereinafter called "licensed blind vendor") supervised by TBE and licensed by TBE in accordance with the Randolph-Sheppard Act, as amended (20 U.S.C. §§ 107-107f, as amended) and T.C.A. §§ 71-4-501 et. seq. and their implementing regulations at 34 Code of

Federal Regulations 395.1 et seq. and Tennessee Compilation of Rules and Regulations, Chapter 1240-6 et seq.

2. a. TBE agrees that the commissary service will be available to inmates on the days as mutually agreed to by TBE and Management.

b. TBE will provide: Up to forty-five (45) wall mounted inmate kiosks, two (2) lobby kiosk, two (2) booking kiosk. The capabilities and functions of these kiosks are defined on *Attachment A*.

c. All network wiring for the kiosks shall be performed by Management's approved vendor at TBE's expense. All maintenance and replacement of inoperable kiosks and equipment will be TBE's responsibility. Internet access shall be accessible through Management's existing service as defined on *Attachment A*.

3. The licensed blind vendor and his/her employees shall package all orders at an off-site facility. This facility is subject to inspection by Sheriff at any time. Orders will be delivered in clear, sealed, plastic bags to the Rutherford County Jail as agreed to by Management and TBE. The licensed blind vendor also agrees to receive and respond to questions and concerns of inmates and their families and acknowledges that Management will refer these questions and concerns directly to the licensed blind vendor.

4. a. The licensed blind vendor shall be responsible for managing and accounting for all commissary funds. Neither Management nor TBE shall have responsibility for such funds.

b. The Rutherford County Sheriff shall be responsible for any cash taken from an inmate at the time of arrest. The inmate funds will be deposited into the inmate commissary account.

c. In addition to commissary, the inmate funds may be used to cover medical co-pays, individual prescription tablet charges, over-the-counter medications, nurse calls, medical visits, vandalism charges, garnishments, and additional fees to be determined by management. On a monthly basis, Management shall provide to the licensed blind vendor a list of inmates who were charged medical co-pays during the previous month. The licensed blind vendor shall issue a check to Management in the amount of such co-pays and debit an inmate's account in "real time". If an inmate has no funds in his/her account, Management will not receive the co-pay amount. However, the software will note the indebtedness and will assess the inmate's account if or when funds are deposited into his/her account. No more than fifty percent (50%) of a deposit will be applied to debt.

d. On an ongoing basis, Management shall provide to the licensed blind vendor a list of inmates to be garnished. The licensed blind vendor shall issue a check to the respective court and debit an inmate's account in "real time". However, the software will note the indebtedness and will assess the inmate's account if or when funds are deposited into his/her account.

e. Upon release, it will be the responsibility of the inmate to request in writing to receive his/her remaining funds via check or "exit" debit card. If the inmate requests the remaining funds by check, it is his or her responsibility to provide a mailing address where the refund is to be sent. They may do so by sending a request to the post office box or dropping the request in the TBE provided drop box when the inmate leaves the jail. Under no circumstances shall an inmate's funds be released while that inmate is still incarcerated even if the inmate requests that the blind vendor do so. Furthermore, no inmate shall receive a refund unless and until any and all charges

owed to Management for medical co-pays; vandalism and/or garnishments have been paid in full.

f. If a "release" check request is received, the licensed blind vendor shall issue a check which will be written to the inmate on the following Monday. The check is marked void after sixty (60) days. A two dollar ($2.00) release fee is charged to the inmate to cover the cost of the check.

g. If an inmate requests an "exit" debit card, Management will issue the card with the inmate's personal belongings. The inmate will scan/load the "exit" debit card via booking kiosk with an officer's verification. A three dollar and ninety five cent ($3.95) release fee is charged to cover expenses and bank fees. The third party providing the "exit" debit card will receive such fees.

5. a. The licensed blind vendor will maintain records of all charges against an inmate's account.

b. A twenty percent (20%) increase of the licensed blind vendor's retail price will be applied to all commissary items. For example: If the licensed blind manager sells an item for one dollar ($1.00) to the jail, it will be listed on the commissary menu for one dollar and twenty cent ($1.20). The additional twenty percent (20%) shall accrue to Management. On a monthly basis, the licensed blind vendor shall remit to the Rutherford County General Fund a check equal to twenty percent (20%) collected during the prior thirty (30) days.

c. TBE will provide to the licensed blind vendor and Management for their use all necessary hardware and an inmate accounting software program that will track all transactions. Management will submit an FTP file to TBE to sync the accounting software used by the licensed blind vendor with Management's Jail Management

System. This accounting system shall generate reports showing transactions as necessary and appropriate to monitor the program.

d. Upon Management's request, custom reports required for accreditation purposes or to comply with government requirements shall be provided to Management at no cost by the licensed blind vendor.

e. TBE will provide continuing support for the interface management of the issued software and the hardware throughout the length of the contract. TBE will provide the management with the appropriate contact information and 24 hour customer service support to include correcting program and system problems plus enhancements to the software as offered by software vendor, or determined necessary by Management or TBE, any and all changes or enhancements must comply with state, federal and computer network and security guidelines at no additional cost to Management.

6. The articles sold at the commissary shall be pre-packaged and may consist *generally* of the following:

Personal Hygiene Products
Personal Grooming Products
Clothing
Assorted Snack Items
Playing Cards/Games
Writing Paper
Ink Pens
Envelopes
Pre-Stamped
Greeting Cards
Sundry Items for headaches, etc.
Candies

a. Management must approve all items to be sold through the commissary and may suggest changes to the items sold. Items sold shall be competitively priced as compared to the prevailing prices in the general area.

b. TBE will conduct an annual price comparison survey using a national chain drug store, a local convenience store, and a large grocery or department store. Prices charged by licensed blind vendor will not be more than ten percent (10%) above the average of the three (3) surveyed entities. The licensed blind vendor will have exclusive rights to sell these items to inmates except this permit shall not reduce the ability of Management to offer optional inmate-purchased, non-pre-packaged, menu items through its normal food service operation at meal times. Further, TBE acknowledges that Management utilizes another third party vendor to provide daily meals to inmates of the Jail, and that this Agreement does not pertain to daily inmate meals.

7. There will be a thirty (30) food item and ten (10) hygiene item limit on commissary orders, excluding transaction fees, and taxes for inmates in the general population.

a. Depending upon an inmate's classification and/or special dietary needs, purchases of commissary items may be further restricted by Management in accordance with established policy.

b. The inmate accounting system shall denote those inmates with such restrictions and the licensed blind vendor shall ensure that the restrictions are strictly enforced. Management shall provide weekly updates of those restricted inmates.

8. The licensed blind vendor shall be responsible for replying to all grievances related to the commissary service set forth in this Agreement within seventy-two (72) hours, excluding weekends and official Rutherford County holidays.

9. An inmate shall be considered indigent if he/she has less than one dollar ($1.00) on his/her account for a minimum of seven (7) days. If an inmate is considered

to be indigent, he/she will not be allowed to place an order. The licensed blind vendor shall deliver indigent and intake packages to inmates in accordance with the policies of Management. Indigent and Intake packages may be purchased by Management from the licensed blind vendor at the vendor's actual wholesale cost. The contents of proposed indigent and intake packages are listed on *Attachment B.*

Attachment B may be modified by mutual agreement of Management and TBE.

10. The licensed blind vendor and all employees of the licensed blind vendor shall be required to comply with Management's security background check and drug screening requirements. The licensed blind vendor shall reimburse Management for any costs associated with the background checks and drug screenings.

11. No person on the ground of disability, age, religion, race, color, national origin, sex or any other classification protected by the U.S. or Tennessee Constitution or by applicable statute, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of TBE or Management.

12. TBE shall require its licensed blind vendor to maintain comprehensive general liability and product liability insurance with limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate. Management will be shown as a co-insured on the policy. A certificate of insurance evidencing said coverage shall be provided to Management.

13. This permit is granted subject to and shall be administered in accordance with the provisions of the Randolph-Sheppard Act, as amended (20 U.S.C. §§ 107-107(F)), as amended, T.C.A. §§ 71-4-501 et. seq., and the implementing regulations at 34 Code of Federal Regulations 395.1 et. seq. and Tennessee Compilation of Rules

and Regulations, Chapter 1240-6 et seq. In the event of amendment of such act or regulations or promulgation of new regulations, this Agreement shall be modified to incorporate such changes as are required by the amendments or new regulations.

14. It is expressly understood and agreed that the vending facility manager(s), their employees or agents shall not be employee(s) of Management or employees of TBE. Nothing in this Agreement shall be construed to create an employment relationship with Management or with TBE or to vest in the licensed blind vendors, their agents, or employees, any rights or benefits of employment with Management or with TBE.

This provision shall not be construed to prohibit employment by a licensed blind vendor of an individual who is also an employee of the County, provided the licensed blind manager requests and receives approval from the County prior to engaging such individual.

15. This Agreement shall remain in effect until terminated by either Management or TBE upon sixty (60) days written notice, provided, however, that if this agreement is terminated for any reason, it shall not be construed that TBE in any way waives its statutory priority to manage and operate any future vending facilities at this site.

16. Any notices required or permitted to be given under the provisions of this Agreement shall be effective only if in writing and delivered either in person to Management's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

MANAGEMENT:	Rutherford County Sheriff's Office 940 New Salem Hwy Murfreesboro, TN 37129 Attn:
TBE:	Gary Weaver, Director Tennessee Business Enterprises Department of Human Services Services for the Blind and Visually Impaired 400 Deaderick Street, 14th Floor Nashville, Tennessee 37243

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the

_____ day of _____, 2016.

DEPARTMENT OF HUMAN SERVICES
Services for the Blind/ Visually Impaired

_____
Director, Gary Weaver

COUNTY OF RUTHERFORD, TENNESSEE

_____
Mayor, Ernest G. Burgess

ATTACHMENT A

KIOSK CAPABILITIES AND FUNCTION

Wall mounted (45) inmate kiosk

*Capability and Description:

Monitor: 17" high impact commercial grade touch screen, 1280 x 1024 resolution at 80k- 75hz, 1000:1 contrast ratio

Biometric Reader (fingerprint) or facial recognition: USB Interface, light emitting sensor

*Function: Order Commissary, check inmate transaction history- review orders and medical balance, trust fund balance, deposit history, grievances, and inmate requests, PREA information, county approved bonding agent listing, messages from Jail Admin or Commissary Manager

Inmate Handbook: A PDF format of County handbook can be viewed by inmate

Medical and Grievance Requests

Customized Reporting and documentation requested by Sheriff's Office (currently on kiosks)

Two (2) Booking Kiosks

*Capability and Description:

Monitor: 17" high impact commercial grade touch screen, 1280 x 1024 resolution at 80k-75hz, 1000:1 contrast ratio

Biometric Reader (fingerprint) or facial recognition: USB Interface, light emitting sensor

*Function Deposits into inmate commissary accounts

"Exit" Cards will be loaded upon release of inmate via card readers. A three dollar and ninety-five cent ($3.95) fee will be deducted from inmate

balance to cover bank fees and processing fees (subject to change with banking fees)

Two (2) Lobby Kiosk

*Capability and Description:

Monitor: 17" high impact commercial grade touch screen, 1280 x 1024 resolution at 80k-75hz, 1000:1 contrast ratio

Standalone unit: 60" H X 20"W X 22"D

*Function Deposits into inmate commissary accounts

Type of deposits: Credit Cards, Debit Cards, Gift Cards and Cash

Fees: Individuals making deposits via Lobby Kiosk will be assessed a $3.95 fee for card transactions up to $50.00; $4.95 fee from $50.01 - $100.00; $5.95 fee for $100.01 and above, and; a $2.95 fee for each cash transaction. Deposit fees will be revenue for the 3rd party providing deposit kiosk for TBE.

Internet Access

Since our software is cloud based, our system requires internet access. It is customary for the facility/Jail to provide internet access that already exists in the facility/jail. As part of our installation, we deploy a very effective layer 3 and 4 firewall to isolate our system and its network from the facilities network. Upon request, we can provide a detailed overview of our approach to the security of our system and the protection of the facilities network.

ATTACHMENT B

INTAKE & INDIGENT PACKS

Rutherford County may purchase intake and/or indigent packs at the manager's wholesale cost. Such charges will be deducted from the County's monthly check.

INTAKE PACKS

Male Intake Packs

1- Pair Tube socks

1- Comb

1- All-in-One Soap and Shampoo

1 -1.5 Ounce Deodorant

1- Security anti-shank toothbrush

1- 1.5 ounce toothpaste

1-Toilet Paper Roll

2- Large pre-stamped envelopes

4- Loose Sheets of Paper

1- Black Security Flex Pen

Female Intake Packs

1- Pair Tube socks

1- Comb

1- All-in-One Soap and Shampoo

1 -1.5 Ounce Deodorant

1- Security anti-shank toothbrush

1- 1.5 ounce toothpaste

1-Toilet Paper Roll

2- Large pre-stamped envelopes

4- Loose Sheets of Paper

1- Black Security Flex Pen

1 Pack Sanitary Pads (12 pk)

INDIGENT SUPPLIES & GUIDELINES

Once an inmate has been in the facility for seven (7) days, he/she is eligible for indigent supplies from Commissary if he/she has not had a balance of one dollar ($1.00) or more or a commissary order of one dollar ($1.00) or more during the last seven (7) days of incarceration. Once an inmate's balance exceeds one dollar ($1.00) or more the outstanding indigent debt will be taken from the inmate's account. Each pack will contain the following:

2 –Pre-Stamped envelopes
4 -Sheets paper
1 – Security Flex Pen

1 – 4 ounce shampoo
1 – 3 ounce Bar Soap

1 – Security Anti-Shank toothbrush
1 – 1.5 ounce Toothpaste
1 - 1.5 ounce Deodorant

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