

**Addendum to the Western Virginia Regional Jail
Agreement, Salem, VA, June 28, 2021**

This will serve as an addendum to the current agreement between Oasis Management Systems, Inc. and the Western Virginia Regional Jail. Oasis Commissary Services will continue to service this Facility off-site on a month to month basis beginning July 31, 2021.

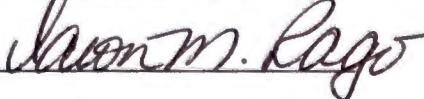
The same agreement will continue to stay in force with no other changes. IN WITNESS WHEREOF, the parties hereto have caused this addendum to be executed in the day and year first above written.

OASIS MANAGEMENT SYSTEMS, INC.

BY : 

DATE: 6-28-21

WESTERN VIRGINIA REGIONAL JAIL

BY : 

DATE: 6/28/21

Inmate Commissary Agreement

THIS AGREEMENT, made this first day of August 2015, by and between Oasis Management Systems, Inc., a Georgia Corporation, with its principal offices located at 5320 Lake Pointe Center Drive, Suite A, Cumming, Georgia 30041 (hereinafter referred to as "Oasis") and Western Virginia Regional Jail located in Salem, VA (hereinafter referred to as "Client").

1. RIGHT AND TERM. Oasis is hereby given and granted the exclusive right to operate all inmate commissary sales and services on the Client's premises located in Salem, VA. All profits or losses from the commissary operations will be for Oasis' account. The term of this agreement will continue in force until August 1, 2016 with the option to renew for four (4) additional one-year terms. Oasis will be entitled to withhold from any amounts due to Client any past due monies owed to Oasis by Client.

2. RELATIONSHIP OF PARTIES. The parties intend that Oasis will be an independent contractor to Client. Nothing herein will be construed to create a partnership or relationship between the parties and neither will have the authority to bind the other in any respect.

3. DUTIES OF OASIS. In addition to provisions of this Agreement, Contractor shall comply with all terms and conditions, and restrictions as specified in Oasis' response to RFP 2015-365. (a) Inmate Commissary. Oasis will provide commissary service twice a week to the inmates of the Jail (b) Oasis shall operate from an off-site location. (c) Oasis shall package all orders in sealed clear plastic bags, contain a packing list in two copies, list inmate balance remaining, and obtain the inmates signature confirming delivery. (d) Oasis staff will deliver commissary orders directly to the inmates. (e) Compliance with Laws and Obtaining Licenses. Oasis will comply with all applicable ordinances, laws, and regulations pertaining to the operations covered by this Agreement and will obtain licenses. (f) Property Insurance. Oasis will maintain insurance policies on its property located in Client's premise for loss or damage by fire or other casualties. Each party hereby waives its respective rights of recovery, including subrogation, against the other's property as a result of fire or other casualties normally covered under standard broad form property insurance. (g) Insurance. Oasis will maintain in force at all times during the term hereof, worker's compensation insurance and public liability insurance. (h) Indemnification. The parties agree to indemnify and save each other harmless against any and all claims, loss, or liability and expenses, including attorney's fees, to the extent caused by the activities or omissions of such party, its officers, employees, or agents.

4. TECHNOLOGY HARDWARE (a) Oasis shall maintain the ATM Lobby Kiosk for the purpose of depositing funds to individual inmate accounts with a transaction fee not to exceed \$2.50 for year one of the contract with an increase to \$3.00 for year two of the contract, for cash deposits and \$2.50 for year one of the contract and \$3.00 for year two of the contract, for credit card transactions up to \$20.00 and a 10% fee for credit deposits over \$20.00. (b) Oasis shall maintain a Booking Manager kiosk in the booking area for the purpose of depositing inmate monies upon intake. (c) Oasis shall maintain a Debit Card release solution (with 2 card readers) that will allow client to release inmate funds to a debit card with no transaction cost or card cost to the county if service is requested by client. (d) Oasis shall maintain twenty-one (21) Dorm Kiosks for inmate commissary ordering, inmate grievances, inmate handbook posting, and video visitation sessions with fees not to exceed \$0.50 per minute. (e) Oasis will continue to provide commissary ordering via inmate telephones.

5. ACCOUNTING SOFTWARE/TRAINING. Oasis will maintain a complete inmate accounting software program. Oasis will provide training on the software installed in the facility without charge. An Oasis IT Specialist will assist the Jail with their first bank reconciliation. If additional assistance is needed for future bank reconciliations, then a nominal fee of \$40 per hour will be charged to the Jail.

6. TITLE OF SOFTWARE. The Lockdown accounting software and any other improvements are and will remain the property of Oasis. This accounting software shall comply with Generally Accepted Accounting Principles. New software releases shall be provided to Client without charge. Oasis will retain all proprietary rights to software and software will remain the property of Oasis upon termination of this Agreement. Client will not permit its employees or agents to remove or in any way tamper with or change said software.

7. REMOVAL OF PROPERTY. Within thirty (30) days after the termination of this Agreement, Oasis will remove its property from Client's premises. Client will pay or cause the successor contractor to pay Oasis, on termination date, all charges for the removal of property and the unamortized balance of any improvements, at which time title to the improvements will vest the Client.

8. NONDISCRIMINATION. The nondiscrimination clauses contained in Section 202 Executive Order 11246, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act, relating to equal employment opportunity for all persons without regard to age, race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

9. SAFETY STANDARDS. Oasis ensures that all of its employees will maintain proper sanitary practices. Client will be allowed to do background checks in pre-qualifying Oasis employees. Oasis and any of its employees on-site shall strictly adhere to the Facility's rules, regulations, and guidelines. Employees are required to have passed drug-testing.

8. RECORDS. Oasis agrees to keep an accurate record of all sales in connection with the operation of the commissary and will permit Client to examine such records during normal business hours upon reasonable notice to Oasis.

9. CONTINGENCIES. Neither party will be liable for any nonperformance, in whole or part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the party such as war, sabotage, riot or other acts of civil disobedience, acts of third parties not within the control of the party, shortages of fuel, failures of power, accidents, fires, explosions, floods, or other acts of God. In the event that any contingency occurs, the party whose performance is affected will have a reasonable time in which to resume performance.

10. CHANGE OF SCOPE. In the event Client adopts a future policy that affects the amount of commissary revenue, such as the facility charging a booking fee, daily rate for being in jail, room and board rate, telephone commissary connection fees or any other process that would debit an inmate's account over and beyond what is currently in place, Oasis and Client will negotiate new financial arrangements within ten (10) days after written notice to Client.

11. INDIGENT PACKAGES. Oasis agrees to provide indigent packages to Client at an agreed upon price. Oasis agrees to provide Client with all indigent billing information.
12. PRODUCTS, PROGRAMS, PRICING. Client must review and approved any and all new products and/or specialty programs before being placed on menu or into service. Client reserves the right of final approval of any price for any item. Oasis agrees to maintain prices for the first year. Commencing with the first anniversary date and subsequent anniversaries of the contract, the prices may be increased to reflect the current local market prices with the approval of the client.
13. WAIVER. Failure of either party to enforce any term of this Agreement on one or more occasions will not constitute a waiver to enforce such or any other term on any other occasion.
14. MODIFICATION. No modification of any of the terms and conditions of this Agreement will be effective unless such modification is expressed in writing and signed by the party against whom enforcement is sought.
15. ENTIRE AGREEMENT. This Agreement and the Exhibits hereto contain the entire understanding of the parties with respect to the subject matter hereof.
16. BINDING EFFECT. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors, assigns, and representatives.
17. NOTICE. Notice means written notice, by certified mail or verified facsimile or personally delivered, to the address as either party may designate for itself by written notice to the other.
18. FINANCIAL ARRANGEMENTS. (a) Commissions to Client: Oasis will offer commissary once per week and pay a commission rate of 47.37% of net commissary sales, and 20% of net sales on sodas. "Net Sales" is defined as total commissary sales minus any applicable taxes, postal products, and refunds. (b) Oasis agrees to pay Client \$0.05 per minute on Video Visitation sessions. (c) Accounting and Reporting. After the end of each week, Oasis will submit a report of Net Sales and an itemization of the Client Commission during the preceding week period. The Client agrees to pay Oasis every two weeks for all items purchased through the Inmate Commissary. An interest rate of 1.5% will be assessed to all accounts in excess of forty-five days.
- IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in the day and year first above written.

OASIS MANAGEMENT SYSTEMS, INC.

BY : Mike Trumbo
DATE: 8/15/15

WESTERN VIRGINIA REGIONAL JAIL AUTHORITY

BY : Bob Hensel
DATE: 8-14-15