

EXHIBIT 24

Screening Out Family Time:
The For-Profit Video Visitation Industry in Prisons and Jails

Portsmouth County, Virginia HomeWAV Contract and Brochure

PRISON
POLICY INITIATIVE

HOMEWAV

WEB ACCESS VISITATION FOR CORRECTIONAL FACILITIES

Service Agreement for Web Accessed Video Visitation

Between Home WAV, LLC, and

PORTSMOUTH SHERIFF'S OFFICE

This Agreement, made and entered into this 10th day of JUNE, 2012 between Portsmouth Virginia Sheriff's Office / SHERIFF BILL WATSON through its governing body and authorized representative, ("Sheriff") and Home WAV, LLC, a Virginia limited liability company ("Contractor").

RECITALS

Whereas, the Sheriff requested, and Contractor has submitted, a proposal for the purchase and sale of a fee-based, revenue sharing, Internet based video visitation system that consists of certain equipment ("Equipment") that will operate using Contractor's proprietary and patented software program (collectively the "System");

Whereas, the System will be installed and operated in the Sheriff's City Jail ___ facility ("Facility") and provide inmate video visitation over the Internet; and

Whereas, Contractor agrees and undertakes to sell the Equipment and provide the System, and the Sheriff accepts Contractor's offer to purchase the Equipment and make use of the System on the terms set forth.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this agreement to set forth their respective rights and obligations and do mutually agree that:

1. **Term of this Agreement.** This Agreement shall continue for a five (5) year term, commencing on the date the System goes into operation in the Facility, subject to extension as may be agreed by the parties. This agreement shall be non-binding to a newly elected or appointed Sheriff
2. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Agreement and make such materials available for inspection at all reasonable times during the term of this Agreement, and for three (3) years from the date of the final payment under the Agreement.

3. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of inmate video communication, and shall obtain all necessary permits.
4. **Agreement documents.** The attached exhibit A, describing the Equipment, is made part of this Agreement and incorporated herein by this reference.
5. **Sheriff's Responsibility.** Subject to lock-downs, suspension of inmate privileges, and other temporary interruptions, the Sheriff will allow inmate visitation on the System during the same hours as the Facility's inmate phone system.
6. **Indemnification.** Contractor shall indemnify, defend, save and hold harmless the Sheriff, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by Contractor, its sub contractors, agents or employees or due to any negligent act, occurrence, omission, or commission of Contractor, its sub contractors, agents or employees.
7. **Title to Equipment.** The Sheriff shall take title to the Equipment FAS Contractor's place of business in Virginia. Contractor shall arrange, and pay, for the installation of the Equipment in the Facility through a qualified third party subcontractor.
8. **License for Use of System.** The Contractor hereby grants to the Sheriff a non-assignable license to use its System for the limited purpose of allowing the Equipment to provide Internet video visitation to inmates in the Facility pursuant to the terms of this Agreement.
9. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance. The state Circuit Courts of the Sheriff of Portsmouth, Virginia and the federal courts for the eastern District of Virginia, Norfolk Division, shall have exclusive jurisdiction and venue over any disputes which arise between the parties hereunder.
10. **Independent Contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the Sheriff shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.
11. **System Usage Fee and Reporting Requirements.** Inmates' visitors shall be charged a fee at the rate of fifty cents (\$.50) per minute to take part in video visitations using the System. Revenues from video visitation using the System to visit with inmates in the Facility shall be deposited into a dedicated account maintained by Contractor. Contractor shall maintain an accounting program that accurately reflects the revenues generated by

the System and make that information available to Sheriff daily under the administrator usage tab . Contractor shall retain 70% of the revenues ,as described below, in payment for the System and to help defray the cost to maintain then System.. Contractor shall remit the Sheriff's share of revenues, along with monthly financial reports, to the Sheriff, at the following address:

Anna Earnhardt
Fiscal Affairs Officer
701 Crawford St.
Portsmouth VA
23704

Contractor shall also send a copy of monthly reports to the following address:

Anna Earnhardt
Fiscal Affairs Officer
701 Crawford St.
Portsmouth VA
23704

12. **Payment for Equipment-Revenue Sharing.** Contractor shall issue video visitation call data, revenue, and expense information by the 10th day of each month with respect to video visitation activity that occurred in the Facility during the preceding month. Revenues from video visitation usage of the System shall be shared 70%/30% with the Contractor receiving 70% of net revenues from inmate video visitation on the System as its payments from the sale of the Equipment to the Sheriff. The Contractor shall pay to the Sheriff, on a monthly basis, its 30% share of the net revenues not later than the 10th of each month. The "net revenue" share between Contractor and Sheriff shall be based on gross revenue generated by the Equipment's use of the System in the Facility from inmate video visitation, less only third party line lease fees. By means of illustration, if gross revenues from inmate visitation for a month are \$10,000, and third party line lease fees \$200, then the Sheriff shall receive \$2,940 as its share of revenues for that month ($\$10,000 - \$200 = \$9,800$. $\$9,800 \times 30\% = \$2,940$).
13. **Limitations of liability.** In no event shall Sheriff or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Sheriff of Contractor has been advised of the possibility of such damages.

14. **Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall 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 Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
15. **Prohibition against assignment.** Contractor shall not assign this Agreement to any party, company, partnership, incorporation, or person without prior specific written consent of Sheriff, which consent will not be unreasonably withheld.
16. **Safety and Protection:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the installation and maintenance of the System. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations, if any, for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

The Sheriff does not assume any responsibility for the protection of or for loss of materials, from the time that the agreement operations have commenced until the final acceptance of the work by the project manager.

The Contractor is responsible for training their employees in any applicable Safety and Health Regulations for the job, assuring compliance with all applicable local, state, and federal laws, rules, and regulations.

17. **Severability clause.** If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

In witness whereof, the parties hereto have caused this Agreement to be executed in one original copy on the day and year first above written.

PORTSMOUTH SHERIFF'S OFFICE

Home WAV, LLC

By: Sheriff Bill Hill

By: [Signature]

Professional Visits

Prisoners may have professional visits from their attorney, religious clergy, or any other professionals, via the Internet or in a secure visitation area where the inmate and professional can speak in private about their matters.

Inmate Operation

1. Prior to logging in, check the screen for your name to be displayed. If so, it means you have a visitor logged in and ready for your call.
2. Login by entering your Inmate ID number using the Keypad.
3. Create a 4 digit PIN. You will be required to enter this each time you log in.
4. Once logged in to your account you will see Visitors that have registered for you. Using the keypad, press the number that is displayed next to each visitor. This will initiate the call to that visitor.
5. The Visitor will either except or decline the call. If accepted, your visit will have begun.

NOTICE

The information contained in this brochure is subject to change without notice



www.homewav.com

CONDUCT

If a Video Visitor, whether at home or in the Jail lobby, is:

- Disruptive
- Acting in an inappropriate manner
- Not properly dressed

OR

If during the Video Visit, the Inmate becomes:

- Disruptive
- Acts in an inappropriate manner

The visit will be stopped by staff and future visitation privileges may be revoked

All visits are conducted electronically. There are no special visits, face to face visits or contact visits allowed

ALL VISITS MAY BE MONITORED AND RECORDED

Portsmouth City Jail
701 Crawford Street
Portsmouth, VA 23704



www.homewav.com



Portsmouth County Sheriff's Office

New Web Based Inmate Video Visitation System



This system is a product of HomeWAV and allows prisoners more visits and less restrictive visitation hours. It requires less staff and less travel by visitors resulting in savings to both the visitor and general public.

□ ALL VISITORS MUST REGISTER PRIOR TO VISITING

- There is a charge for all visits.
- Visit from home via the Internet
- Visits from the Jail Lobby is available but limited and is not free.

Visitation Hours

From Home

Every day
10:00 AM - 10:00 PM

*The last visit begins at 9:40 PM

From Jail Lobby

Visitation from the Lobby Station is available between 9:00 AM and 5: PM

Family and Friends

Prisoners will make video visits with family and friends over the Internet. Visitors must register on line to access the Web Based Video Visitation

Visitation

Prisoners are allowed up to **20 minutes per visit**. These visits are conducted via the Internet from video stations located in prisoner housing units, jail lobby, and from PCs at home.

Register to Visit via the Internet

Log on to the website using www.homewav.com and **follow the registration procedure below:**

1. Select "New Visitor" button
2. Fill in Required Visitor Information
3. Fill in Required Facility & Inmate Information
4. Complete the Audio/Video & Internet Speed Test located on the Registered Inmates Page
5. Create a PayPal account at www.paypal.com
6. Purchase minutes to visit a specific inmate using PayPal
 - \$.50 per minute (1 minute minimum)
 - \$10.00 for a 20 minute visit

Visits are available after funds are deposited on account.



www.homewav.com

Visit from Home

1. Log on to the website using www.homewav.com
 2. Click on the "**New Visitor**" button and register
- OR
3. In the "**Returning Visitor**" box, **enter your user name and password**
 4. Your Registered Inmates List and available minutes will be shown
 5. When prompted click on "Yes" to accept the call and to begin visit

Visit from the Jail Lobby

1. Come to the Jail lobby.
2. You must be preregistered. Visits will be available after funds are deposited on your account. No special arrangements for visits can or will be made.
3. If you have preregistered, **sit down at the lobby Visitation Station.**
4. Using station keypad, **enter your PIN. You are now ready to participate in a Video Visit with the selected inmate**
5. **The station will automatically prompt you to accept the call when the Inmate selects you on the Inmate Station** Accept the call using the * on the keypad (maximum 20 minute visit)