STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 7

TO CONTRACT 55331

(Insert contract number or other identifying information)

This Supplemental Contract No. 7, executed on the respective dates indicated below, is effective as of January 18, 2010, between the Department of Public Safety, State of Hawaii
(Insert name of state department, agency, board or commission)
("STATE"), by its Director,
(Insert title of state officer executing contract)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 919 Ala Moana Boulevard, Room 400, Honolulu, Hawaii 96814, and the City of Eloy (Provider) and Corrections Corporation of America (Provider's Administrator, "PA") ("CONTRACTOR"), a government entity and its administrator, a corporation
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)
under the laws of the State of Arizona (Provider) & Maryland (PA), whose business address and federal and state taxpayer identification numbers are as follows: 628 North Main Street, Eloy, AZ 85231; 10 Burton Hills Boulevard, FEIN: [redacted] and Nashville, TN 37215; FEIN [redacted] respectively

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract 55331 (PSD ref: PSD 06-ID/MB-54)
(Insert contract number or other identifying information)

	June 30	2006	1
	February 5	2007	2
dated	June 28	2007	3
	November 8	2007	4
	June 12	2008	5
	October 7	2008	6

, which was amended by Supplemental Contract No(s).

dated June 16, 2009 (hereafter collectively referred to as "Contract ") whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- ☐ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
- ☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
- ☐ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
- ☐ Recognize the CONTRACTOR'S change of name.
  FROM: _____
  TO: _____

As set forth in the documents attached hereto as Exhibit _____ , and incorporated herein.

A tax clearance certificate from the State of Hawaii ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

S

[redacted]
(Signature)

Clayton A. Frank
(Print Name)

Director
(Print Title)

1/18/10
(Date)

PROVIDER

CITY OF ELOY

[redacted]
(Signature)

FRANK C. ACUNA III
(Print Name)

VICE-MAYOR *
(Print Title)

November 9, 2009
(Date)

PROVIDER'S ADMINISTRATOR

CORRECTIONS CORPORATION OF AMERICA

[redacted]
(Signature)

Anthony Grande
(Print Name)

Executive Vice Pres / Chief Development Officer
(Print Title)

NOVEMBER 2, 2009
(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

[redacted]

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

CERTIFICATE OF THE SECRETARY
OF
CORRECTIONS CORPORATION OF AMERICA

The undersigned, G. A. Puryear IV, the Secretary of Corrections Corporation of America, hereby certifies that he has been duly elected, is qualified and is acting in such capacity and that, as such, he is familiar with the matters herein certified and is duly authorized to certify the same, and further certifies that:

Anthony L. Grande, is a duly appointed, qualified and acting Executive Vice President and Chief Development Officer of the Company, and, in such capacity, is authorized to respond to and enter into, in the name and on behalf of the Company, any and all contracts for the operation and management of correctional and detention facilities by the Company.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of the 27th day of October, 2009.

[redacted]

G. A. Puryear, IV

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on this the 27th day of October, 2009, by G.A. Puryear, IV, who is personally known to me.

[redacted]

NOTARY PUBLIC
My commission expires

My Commission Expires JAN. 3, 2011

STATE OF HAWAII

PROVIDER'S ACKNOWLEDGMENT

STATE OF Arizona)
) **SS.**
COUNTY OF Pinal)

On this 9th day of November, 2009 before me appeared FRANK C. ACUNA III and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are Vice Mayor and _____ of CITY OF ELOY, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

[redacted]

(Notary Seal)
MARY MYERS
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
My Commission Expires
October 10, 2013

(Signature)

Mary Myers
(Print Name)

Notary Public, State of Arizona

My commission expires: 10/10/13

Doc. Date: _____ # Pages: _____

Notary Name: _____ _____ Circuit

Doc. Description: _____

_____ (Notary Stamp or Seal)

_____

_____
Notary Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII

PROVIDER'S ADMINISTRATOR ACKNOWLEDGMENT

STATE OF Tennessee)
) SS.
Davidson COUNTY OF Nashville)

On this 2nd day of November, 2009 before me appeared Anthony Grande and ——, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are

_____ and _____ of CORRECTIONS CORPORATION OF AMERICA, the CONTRACTOR named in the foregoing instrument, and that he/~~she/~~they is/~~are~~ authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

DARLA J. MCALLISTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
(Notary Stamp or Seal)

[redacted]
(Signature)
Darla J McAllister
(Print Name)

Notary Public, State of Tennessee
My commission expires: 9/3/2012

Doc. Date: ~~11/2/2009~~ # Pages: _____
Notary Name: _____ _____ Circuit
Doc. Description: _____

_____ (Notary Stamp or Seal)

_____

_____
Notary Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII

PROVIDER'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of CITY OF ELOY, PROVIDER, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By [redacted]
(Signature)

Print Name FRANK C. ACUNA III

Print Title VICE-MAYOR

Name of PROVIDER CITY OF ELOY

Date November 9, 2009

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

STATE OF HAWAII

PROVIDER'S ADMINISTRATOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of CORRECTIONS CORPORATION OF AMERICA, PROVIDER'S ADMINISTRATOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER'S ADMINISTRATOR

By [redacted]
(Signature)

Print Name Anthony Grande

Print Title Executive Vice Pres/Chief Development Officer

Name of PROVIDER'S ADMINISTRATOR CORRECTIONS CORPORATION OF AMERCA

Date NOVEMBER 2, 2009

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

Attachment – S2
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

The contract amount is increased for the following periods: December 13, 2009 to April 14, 2010 (Red Rock) and December 4, 2009 up to April 4, 2010 (Saguaro) by the following amounts:

Housing Per Diem funding is based on the following estimated calculations:

Time of Performance	Facility	No of inmates	Per diem	No of days		**Total Cost**
FY 10 12/13/09 to 4/14/10	Redrock	75	$61.68	123	$	568,998.00
FY 10 12/4/09 to 4/4/10	Saguaro	1896	$61.68	122	$	14,267,324.16
			Total Cost		**$**	**14,836,322.16**

All other terms and conditions remain unchanged.

STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

[redacted] 6/18/10

(Signature) (Date)

Clayton A. Frank

(Print Name)

Director

(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

(1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature) (Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2009

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	877-945-7378	INSURERS AFFORDING COVERAGE	NAIC#
INSURED Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215		INSURER A: Steadfast Insurance Company INSURER B: National Union Fire Insurance Company INSURER C: American International Specialty Lines In INSURER D: Steadfast Insurance Company INSURER E:	[redacted]

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	[redacted]	4/1/2009	4/1/2010	EACH OCCURRENCE	$ 5,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 5,000,000
						GENERAL AGGREGATE	$ 5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 5,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC					
B		AUTOMOBILE LIABILITY		4/1/2009	4/1/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS / UMBRELLA LIABILITY		4/1/2009	4/1/2010	EACH OCCURRENCE	$ 25,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 25,000,000
							$
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 25,000					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
D		OTHER Healthcare Professonal Liability		4/1/2009	4/1/2010	$5,000,000 Per Medical Incident $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, Planning, Programming and Budget Office--Purchasing and Contracts, 919 Ala Moana Blvd., Room 413, Honolulu, HI 96814.

RECEIVED
2009 MAR 31 P 2:22
DEPT OF PUBLIC SAFETY
ADMIN SERVICES OFFICE

CERTIFICATE HOLDER

Hawaii Dept. of Public Safety
Attn: RFP PSD 08-ID/MB-24
919 Ala Moana Blvd., Room 413
Honolulu, HI 96814

CANCELLATION

[redacted]

AUTHORIZED REPRESENTATIVE [redacted]

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Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 03/26/2009

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
877-945-7378 Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		INSURERS AFFORDING COVERAGE	NAIC#
INSURED	Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	INSURER A: Steadfast Insurance Company	[redacted]
		INSURER B: National Union Fire Insurance Company	
		INSURER C: American International Specialty Lines In	
		INSURER D: Steadfast Insurance Company	
		INSURER E:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

It is agreed that State of Hawaii is included as Additional Insured as respects to General Liability as respects to operations performed for the State of Hawaii.

It is agreed by that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this General Liability policy.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2009

PRODUCER 877-945-7378

Willis of Tennessee, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC#

INSURED
Corrections Corporation of America
10 Burton Hills Blvd.
Nashville, TN 37215

INSURER A: Steadfast Insurance Company
INSURER B: National Union Fire Insurance Company
INSURER C: American International Specialty Lines In
INSURER D: Steadfast Insurance Company
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		4/1/2009	4/1/2010	EACH OCCURRENCE	$ 5,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 5,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC				PRODUCTS - COMP/OP AGG	$ 5,000,000
B		AUTOMOBILE LIABILITY		4/1/2009	4/1/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS / UMBRELLA LIABILITY		4/1/2009	4/1/2010	EACH OCCURRENCE	$ 25,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 25,000,000
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 25,000					$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
D		OTHER Healthcare Professonal Liability		4/1/2009	4/1/2010	$5,000,000 Per Medical Incident $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaikk, Dept. of Public Safety, Planning Programming and Budge Office--Purchasing and Contracts, 919 Ala Moana Blvd., Room 413, Honolulu, HI 96814.

2009 MAR 31 P 12:11 DEPT OF PUBLIC SAFETY ADMIN SERVICES BRANCH

CERTIFICATE HOLDER

State of Hawaii
Dept. of Public Safety
919 Ala Moana Blvd., Room 413
Honolulu, HI 96814

CANCELLATION

[redacted]

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The ACORD name and logo are registered marks of ACORD

Willis **CERTIFICATE OF LIABILITY INSURANCE**

DATE 03/26/2009

PRODUCER	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		INSURERS AFFORDING COVERAGE	NAIC#
INSURED	Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	INSURER A: Steadfast Insurance Company	[redacted]
		INSURER B: National Union Fire Insurance Company	
		INSURER C: American International Specialty Lines In	
		INSURER D: Steadfast Insurance Company	
		INSURER E:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

It is agreed that State of Hawaii is included as Additional Insured as respects to General Liability.

It is agreed by that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this General Liability policy.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2009

PRODUCER 877-945-7378

Willis of Tennessee, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

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INSURERS AFFORDING COVERAGE | NAIC#

INSURED
Corrections Corporation of America
10 Burton Hills Blvd.
Nashville, TN 37215

INSURER A: Steadfast Insurance Company
INSURER B: National Union Fire Insurance Company
INSURER C: American International Specialty Lines In
INSURER D: New Hampshire Insurance Company
INSURER E: Affiliated FM Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	[redacted]	4/1/2009	4/1/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ $ 5,000,000 $ 5,000,000 $ 5,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	[redacted]	4/1/2009	4/1/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 25,000	[redacted]	4/1/2009	4/1/2010	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	[redacted]	4/1/2009	4/1/2010	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E		OTHER Commercial Property Per Loss/Location	[redacted]	4/1/2009	4/1/2010	$250,000,000. Blanket Limit includes Real&PersProp&BusInterrupt $100,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Please see attached:

DEPT OF PUBLIC SAFETY ADMIN SERVICES OFFICE
2009 MAR 31 P 2:17

CERTIFICATE HOLDER

State of Hawaii
Dept. of Public Safety
919 Ala Moana Blvd.
4th Floor
Honolulu, HI 96814

CANCELLATION

Except 10 Days For Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

[redacted]

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Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 03/26/2009

PRODUCER	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		INSURERS AFFORDING COVERAGE	NAIC#
INSURED	Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	INSURER A: Steadfast Insurance Company	[redacted]
		INSURER B: National Union Fire Insurance Company	
		INSURER C: American International Specialty Lines In	
		INSURER D: New Hampshire Insurance Company	
		INSURER E: Affiliated FM Insurance Company	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Workers Compensation - California
Carrier: National Union Fire Insurance Company
Policy Number: [redacted]
Effective Dates: 04/01/2009 - 04/01/2010
Limits: $1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit

Workers Compensation - Florida
Carrier: Illinois National Insurance Company
Policy Number: [redacted]
Effective Dates: 04/01/2009 - 04/01/2010
Limits: $1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit

Workers Compensation - New Jersey
Carrier: New Hampshire Insurance Company
Policy Number: [redacted]
Effective Dates: 04/01/2009 - 04/01/2010
Limits: $1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit

Workers Compensation - Texas
Carrier: New Hampshire Insurance Company
Policy Number: [redacted]
Effective Dates: 04/01/2009 - 04/01/2010
Limits: $1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit

The Certificate Holder shall be named as an Additional Insured as required by written contract.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.