



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 6

TO CONTRACT 55331

(Insert contract number or other identifying information)

This Supplemental Contract No. 6, executed on the respective dates indicated below, is effective as of June 16, 2009, 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)

Table with 4 columns: Date, Contract No., Description, and Page No. Rows include dates from June 30, 2006 to June 12, 2008, and descriptions of supplemental contracts.

dated October 7, 2008 (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   
 \_\_\_\_\_  
 (Signature)  
 Clayton A. Frank  
 \_\_\_\_\_  
 (Print Name)  
 Director  
 \_\_\_\_\_  
 (Print Title)  
 6/16/09  
 \_\_\_\_\_  
 (Date)

**PROVIDER**

CITY OF ELOY  
  
 \_\_\_\_\_  
 (Signature)  
 FRANK C. ACUNA III  
 \_\_\_\_\_  
 (Print Name)  
 VICE-MAYOR  
 \_\_\_\_\_  
 (Print Title) \*

5/26/09  
 \_\_\_\_\_  
 (Date)

**PROVIDER'S ADMINISTRATOR**

CORRECTIONS CORPORATION OF AMERICA  
  
 \_\_\_\_\_  
 (Signature)  
 Anthony Grande  
 \_\_\_\_\_  
 (Print Name)  
 Executive V.P., Chief Development Officer  
 \_\_\_\_\_  
 (Print Title)  
 5/18/09  
 \_\_\_\_\_  
 (Date)

**CORPORATE SEAL**  
(If available)

**APPROVED AS TO FORM:**

  
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 7<sup>th</sup> day of May, 2009.

[Redacted Signature]

G. A. Puryear, IV

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on this the 7<sup>th</sup> day of May, 2009, by G.A. Puryear IV, who is personally known to me.

[Redacted Signature]

NOTARY PUBLIC

My commission expires: \_\_\_\_\_



My Commission Expires JAN. 3, 2011

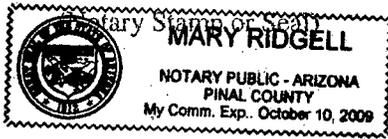
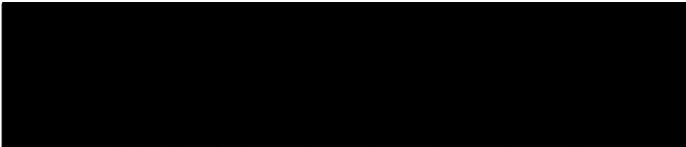


STATE OF HAWAII

PROVIDER'S ACKNOWLEDGMENT

STATE OF Arizona )
) SS.
COUNTY OF Pinal )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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.



(Signature)
Mary Myers, Mary Ridgell
(Print Name)
Notary Public, State of Arizona
My commission expires: 10/10/09

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 )  
Nashville COUNTY OF Davidson ) SS.

On this 18 day of May, 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~~ Executive VP, Chief Development Officer 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.



(Signature)  
Darla J McAllister  
(Print Name)

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

Doc. Date: \_\_\_\_\_ # 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 \_\_\_\_\_  
(Signature)

Print Name FRANK C. ACUNA III

Print Title VICE-MAYOR

Name of PROVIDER CITY OF ELOY

Date 5/26/09

\* 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).

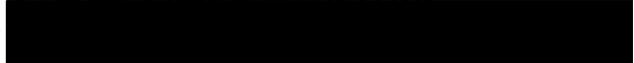
On behalf of CORRECTIONS CORPORATION OF AMERICA, PROVIDER'S ADMINISTRATOR, the undersigned does declare as follows:

- 1. CONTRACTOR is 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



Print Name Anthony Grande

Print Title Executive V.P., Chief Development Officer

Name of PROVIDER'S ADMINISTRATOR CORRECTIONS CORPORATION OF AMERICA

Date 5/18/09

\* 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: May 20, 2009 up to December 12, 2009 (Red Rock) and May 24, 2009 up to December 3, 2009 (Saguaro) by the following amounts:

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

<u>Time of Performance</u>	<u>Facility</u>	<u>No of inmates</u>	<u>Per diem</u>	<u>No of days</u>	<u>Total Cost</u>
FY 09 5/20/09 to 6/30/09	Redrock	75	\$60.18	42	\$189,567.00
FY 09 5/24/09 to 6/30/09	Saguaro	1896	\$60.18	38	\$4,335,848.64
Total Cost					\$4,525,415.64
FY 10 7/1/09 to 12/12/09	Redrock	75	\$61.68	165	\$763,290.00
FY 10 7/1/09 to 12/3/09	Saguaro	1896	\$61.68	156	\$18,243,463.68
Total Cost					\$19,006,753.68
FY 09 + FY 10					\$23,532,169.32

All other terms and conditions remain unchanged.



Attachment – S2  
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Data extracted on: April 22, 2009 (11:10:30 PM)

**Consumer Price Index - All Urban Consumers**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1999	166.4	166.9	167.3	169.0	168.7	168.3	168.9	169.5	170.0	170.4	170.4	170.5
2000	171.0	172.0	173.5	173.7	174.0	174.3	175.2	175.9	176.6	177.2	177.2	177.1
2001	178.3	179.3	180.1	180.4	181.3	182.0	182.0	181.9	182.5	182.5	182.3	181.6
2002	182.4	183.2	184.0	185.1	184.8	184.5	184.7	185.3	185.7	185.8	185.8	185.5
2003	186.6	188.1	189.3	188.8	188.5	188.1	188.4	189.2	189.6	189.4	188.5	188.3
2004	189.4	190.8	192.2	192.3	193.4	193.3	192.9	193.0	193.8	195.0	195.1	194.2
2005	194.5	195.7	197.1	198.6	198.8	198.0	198.6	199.6	201.7	202.6	201.4	200.0
2006	201.7	202.7	203.8	205.3	206.9	206.4	206.7	207.5	207.8	207.1	206.3	206.2
2007	207.790	208.995	210.778	212.036	213.063	212.680	212.542	212.406	212.920	213.917	214.904	214.733
2008	215.739	216.339	218.533	<b>219.437</b>	221.009	223.040	223.867	222.823	222.132	221.034	217.113	214.685
2009	215.923	217.095	<b>217.357</b>									

$$(217.357 - 219.437) / 219.437 = -0.00948$$

$$\text{Rate Effective July 1, 2009 through June 30, 2010}$$

$$\$60.18 + \$1.50 (\$60.18 \times 0.25) = \$61.68$$



STATE OF HAWAII  
**TIME OF PERFORMANCE**

Contract is extended for a two-year period beginning July 1, 2009 up to and including June 30, 2011.



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).

(Signature)

Clayton A. Frank

(Print Name)

Director

(Print Title)

(Date)

6/16/07

\* 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)



STATE OF HAWAII

**SUPPLEMENTAL SPECIAL CONDITIONS**

Facsimile or Electronic Copy: This Contract may be executed and transmitted by facsimile or other electronic means. Facsimile or electronic signatures shall be acceptable and effective to the same extent as original signatures, and shall be deemed the original of the Contract.

All other terms and conditions not specified herein remain unchanged.



**Willis****CERTIFICATE OF LIABILITY INSURANCE**

Page 2 of 3

DATE  
03/26/2009

<b>PRODUCER</b> 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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	INSURERA: Steadfast Insurance Company	<del>753770977</del>
	INSURERB: National Union Fire Insurance Company	<del>774270777</del>
	INSURERC: American International Specialty Lines In	<del>767770777</del>
	INSURERD: Steadfast Insurance Company	<del>753770977</del>
	INSURERE:	

## 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

<b>PRODUCER</b> Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	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.
	<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	INSURER A: Steadfast Insurance Company	<b>NAIC#</b> [REDACTED]
	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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	[REDACTED]	4/1/2009	4/1/2010	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	[REDACTED]	4/1/2009	4/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 25,000	[REDACTED]	4/1/2009	4/1/2010	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D		<b>OTHER Healthcare</b> <b>Professional Liability</b>	[REDACTED]	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, Dept. of Public Safety, Planning Programming and Budget Office--Purchasing and Contracts, 919 Ala Moana Blvd., Room 413, Honolulu, HI 96814.

<b>CERTIFICATE HOLDER</b> State of Hawaii Dept. of Public Safety 919 Ala Moana Blvd., Room 413 Honolulu, HI 96814	<b>CANCELLATION</b> [REDACTED]
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**Willis****CERTIFICATE OF LIABILITY INSURANCE**

Page 2 of 3

DATE  
03/26/2009

<b>PRODUCER</b> 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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	INSURERA: Steadfast Insurance Company	
	INSURERB: National Union Fire Insurance Company	
	INSURERC: American International Specialty Lines In	
	INSURERD: Steadfast Insurance Company	
	INSURERE:	

## 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

Page 1 of 3

<b>PRODUCER</b> 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.	
		<b>INSURERS AFFORDING COVERAGE</b> INSURERA: Steadfast Insurance Company INSURERB: National Union Fire Insurance Company INSURERC: American International Specialty Lines In INSURERD: New Hampshire Insurance Company INSURERE: Affiliated FM Insurance Company	<b>NAIC#</b> [REDACTED]
<b>INSURED</b> Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215			

## 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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	[REDACTED]	4/1/2009	4/1/2010	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$ 5,000,000
					GENERAL AGGREGATE \$ 5,000,000
					PRODUCTS - COMP/OP AGG \$ 5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			
B	AUTOMOBILE LIABILITY	[REDACTED]	4/1/2009	4/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY	[REDACTED]	4/1/2009	4/1/2010	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 25,000				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	[REDACTED]	4/1/2009	4/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	OTHER Commercial Property Per Loss/Location	[REDACTED]	4/1/2009	4/1/2010	\$250,000,000. Blanket Limit includes Real & Pers Prop & Bus Interrupt \$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 2:11

## CERTIFICATE HOLDER

## 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 10 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.

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

<b>PRODUCER</b>  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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b>  Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	INSURERA: Steadfast Insurance Company	
	INSURERB: National Union Fire Insurance Company	
	INSURERC: American International Specialty Lines In	
	INSURERD: New Hampshire Insurance Company	
	INSURERE: 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.