



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 4

TO CONTRACT 55331

This Supplemental Contract No. 4, executed on the respective dates indicated below, is effective as of June 12, 2008, between the Department of Public Safety, State of

Director, ("STATE"), by its Director, (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

under the laws of the State of AZ (Provider) & Maryland (PA), whose business address and federal and state taxpayer identification numbers are as 628 North Main Street, Eloy, AZ 85231; 10 Burton Hills Boulevard, FEIN and Nashville, TN 37215; FEIN respectively

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract 55331 (PSD ref: PSD 06-ID/MB-54)

dated June 30, 2006, which was amended by Supplemental Contract No(s) 1, and 2 dated February 05, 2007 June 28, 2007 November 8, 2007 (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- 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.

A tax clearance certificate from the State of Hawaii 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 not to be submitted to the STATE prior to commencing any performance under this Supplemental

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 below, to be effective as of the date first above written.

STATE



(Signature)

Clayton A. Frank

(Print Name)

Director

(Print Title)

6/12/08

(Date)

PROVIDER

CITY OF ELOY



(Signature)

FRANK C. ACUNA III

(Print Name)

VICE-MAYOR *

(Print Title)

5-12-08

(Date)

APPROVED AS TO FORM.



Deputy Attorney General

CORPORATE SEAL
(if available)

PROVIDER'S ADMINISTRATOR

CORRECTIONS CORPORATION OF AMERICA



(Signature)

Anthony L. Grande

(Print Name)

VP State Customer Relations

(Print Title)

4/15/2008

(Date)

* 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:

Lucibeth Mayberry, is a duly appointed, qualified and acting Vice President 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 10th day of April, 2008.

[Redacted Signature]

G. A. Puryear, IV

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on this the 10th day of April, 2008, by G.A. Puryear IV, who is personally known to me.

[Redacted Signature]

NOTARY PUBLIC
My commission expires _____



My Commission Expires JAN. 3, 2011

**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 Senior Vice President 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 10th day of April, 2008.

[Redacted Signature]

G. A. Puryear, IV

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on this the 10th day of April, 2008, 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 ADMINISTRATOR
ACKNOWLEDGMENT

STATE OF TENNESSEE)

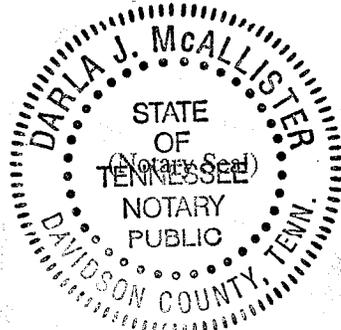
) SS.

DAVIDSON)

On this 15th day of April, 2008 before me appeared

ANTHONY L. 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

Vice-President State Customer Relations and _____ of CORRECTIONS CORPORATION OF AMERICA, the PROVIDER'S ADMINISTRATOR named in the foregoing instrument, and that ~~he/she/they~~ is/are authorized to sign said instrument on behalf of the PROVIDER'S ADMINISTRATOR, and acknowledges that ~~he/she/they~~ executed said instrument as the free act and deed of the PROVIDER'S ADMINISTRATOR.



My Commission Expires SEPT. 20, 2003

(Signature)
DARLA J McALLISTER

(Print Name)

Notary Public, State of Tennessee

My commission expires: 9/20/2008



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. PROVIDER'S ADMINISTRATOR 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. PROVIDER'S ADMINISTRATOR 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. PROVIDER'S ADMINISTRATOR 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. PROVIDER'S ADMINISTRATOR 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).

PROVIDER'S ADMINISTRATOR 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

(Signature)

Print Name

Anthony L. Grande

Print Title

Vice President of State Customer Relations

Name of PROVIDER'S ADMINISTRATOR

CORRECTIONS CORPORATION OF AMERICA

Date

4/15/2008

* 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 ACKNOWLEDGMENT

STATE OF ARIZONA)

) SS.

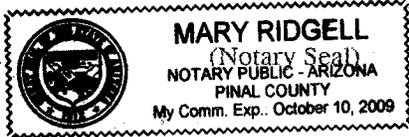
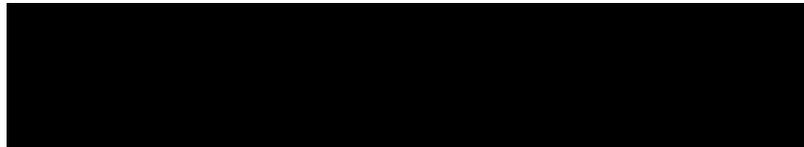
COUNTY OF PINAL)

On this 12th day of May, 2008 before me appeared

FRANK C. ACUNA III and [redacted] 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 [redacted] of CITY OF ELOY, the

PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER.



Mary Myers, Mary Ridgell (Print Name)

Notary Public, State of Arizona

My commission expires: 10/10/09



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. PROVIDER 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. PROVIDER 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. PROVIDER 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. PROVIDER 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).

PROVIDER 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 5/12/08

* 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
COMPENSATION AND PAYMENT SCHEDULE

COMPENSATION

The contract amount is increased for the following period: March 1, 2008 up to and including November 26, 2008 by the following amounts:

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

<u>Estimated</u> Time of Performance	<u>Facility</u>	<u>Estimated</u> No of inmates	<u>Per diem</u>	<u>Estimated</u> No of days	<u>Estimated</u> Total Cost
FY 08 3/1/08 to 6/30/08	Redrock	75	\$58.43	122	\$534,634.50
FY 08 3/1/08 to 6/30/08	Saguaro	1896	\$58.43	122	\$13,515,560.16
Sub-Total					<u>\$14,050,194.66</u>
FY 09 7/1/08 to 11/26/08	Redrock	75	\$60.18*	149	\$672,511.50
FY 09 7/1/08 to 11/26/08	Saguaro	1896	\$60.18 *	149	\$17,001,090.72
Sub-Total					<u>\$17,673,602.22</u>
Total for Supplemental Agreement No. 4					<u>\$31,723,796.88</u>

* Per Diem Increase \$58.43 + (.030 x 58.43) = \$60.18

All other terms and conditions remain unchanged.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1998	163.0	163.2	163.3	163.6	164.3	164.2	164.3	164.8	165.1	165.5	165.8	165.8	164.4	163.6	165.2
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	168.9	167.8	170.0
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	174.8	173.1	176.5
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	181.2	180.2	182.1
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	184.7	184.0	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	188.6	188.2	188.9
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	193.0	191.9	194.0
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	198.9	197.1	200.7
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	205.7	204.5	206.9
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	212.230	210.890	213.570
2008	215.739	216.339	218.533												

Series Id: CUJR0400SA0, CUUS0400SAC

Not Seasonally Adjusted

Area: West urban

Item: All items

Base Period: 1982-84=100

$$(218.533 - 212.036) / 212.036 = 0.030641023$$



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 Signature]

6/12/08 (Date)

(Signature) 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)



STATE OF HAWAII

SUPPLEMENTAL SPECIAL CONDITIONS

The following changes are made:

- 1) Urinalysis Program (Exhibit A, Page 9), change the first sentence:

From: All inmates shall be required to participate in routine and random urinalysis at the minimum of 10% of the State's total population at each facility under this Contract.

To: All Inmates shall be required to participate in suspect and random urinalysis at the minimum of 10% of the State's total population at each facility under this Contract.

- 2) Level 2 Programming at Red Rock (Exhibit A; Page 11), Item 10.b:

Delete: "ii) Substance Abuse Education and Counseling Program (Level 2).

A cognitive behavioral treatment component lasting approximately 80 hours, meeting twice per week, over a four-six week period designed to include education in Addiction and address relapse prevention, lifeskills, cognitive skills development, and recovery skills,"

due to lowered population from 600 to 75 protective custody inmates.

Should the population increase, CCA agrees to review the feasibility of re-establishing the Level 2 program at Red Rock.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
04/01/2008

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		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.	
INSURED Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215		INSURERS AFFORDING COVERAGE 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	NAIC# [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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	XXXXXXXXXX	4/1/2008	4/1/2009	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 \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <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	XXXXXXXXXX	4/1/2008	4/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: FA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 25,000	XXXXXXXXXX	4/1/2008	4/1/2009	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XXXXXXXXXX	4/1/2008	4/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	OTHER Commercial Property Per Loss/Location	XXXXXXXXXX	4/1/2008	4/1/2009	\$250,000,000. Blanket Limit \$ 100,000. Deductible

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

CERTIFICATE HOLDER

CANCELLATION Except 10 Days For Non-Payment

State of Hawaii Dept. of Public Safety 919 Ala Moana Blvd. 4th Floor Honolulu, HI 96814	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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.
-----------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	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.	
		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	

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

Workers Compensation - California
 Carrier: American Home Assurance
 Policy Number: ~~XXXXXXXXXX~~
 Effective Dates: 04/01/2008 - 04/01/2009
 Limits: \$1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit

Workers Compensation - Florida
 Carrier: Illinois National Insurance Company
 Policy Number: ~~XXXXXXXXXX~~
 Effective Dates: 04/01/2008 - 04/01/2009
 Limits: \$1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit

Workers Compensation - New Jersey
 Carrier: New Hampshire Insurance Company
 Policy Number: ~~XXXXXXXXXX~~
 Effective Dates: 04/01/2008 - 04/01/2009
 Limits: \$1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit

Workers Compensation - Texas
 Carrier: New Hampshire Insurance Company
 Policy Number: ~~XXXXXXXXXX~~
 Effective Dates: 04/01/2008 - 04/01/2009
 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

The Certificate of Insurance on the reverse side of this form 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.