STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 1

TO CONTRACT 55331

(Insert contract number or other identifying information)

This Supplemental Contract No. 1, executed on the respective dates indicated below, is effective as of February 05, 2007, between the Department of Public Safety, State of

(Insert name of state department, agency, board or commission)

("STATE"), by its Interim 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 Maryland (for the PA), whose business address and federal and state taxpayer identification numbers are as 628 North Main Street, Eloy, AZ 85231; FEIN: [redacted] and 10 Burton Hills Boulevard, Nashville, TN 37215; FEIN [redacted] respectively

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract 55331

(Insert contract number or other identifying information)

dated June 30, 2006, which was amended by Supplemental Contract No(s) ----- dated -----, --- (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 ☒ 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 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

[redacted]

(Signature)

Iwalani D. White

(Print Name)

Interim Director

(Print Title)

March 15. 2007

(Date)

PROVIDER

CITY OF ELOY

[redacted]

(Signature)

FRANK C. ACUÑA III

(Print Name)

VICE-MAYOR *

(Print Title)

2-26-07

(Date)

APPROVED AS TO FORM:

[redacted]

Deputy Attorney General

CORPORATE SEAL
(If available)

PROVIDER'S ADMINISTRATOR

CORRECTIONS CORPORATION OF AMERICA

[redacted]

(Signature)

ANTHONY L. GRANDE

(Print Name)

V.P. STATE CUSTOMER RELATIONS

(Print Title)

2-15-07

(Date)

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

STATE OF HAWAII

PROVIDER'S ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF PINAL)

On this 26th day of February, 2007 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 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.

[redacted]

(Notary Seal)

MARY RIDGELL
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
My Comm. Exp.: October 10, 2009

(Signature)

Mary Ridgell
(Print Name)

Notary Public, State of Arizona

My commission expires: 10/10/09

STATE OF HAWAII

PROVIDER'S ADMINISTRATOR ACKNOWLEDGMENT

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

On this 15th day of February, 2007 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.

ANDREA J. WILCOXEN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
(Notary Seal)
My Commission Expires JULY 19, 2008

[redacted]
(Signature)
Andrea J. Wilcoxen
(Print Name)
Notary Public, State of Tennessee
My commission expires: July 19, 2008

CERTIFICATE OF THE SECRETARY
OF
CORRECTIONS CORPORATION OF AMERICA

The undersigned, G. A. Puryear IV, the Secretary of Corrections Corporation of America, hereby certified 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 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 14th day of February, 2007.

G. A. Puryear IV

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] 3-15-07

(Signature) (Date)

Iwalani D. White

(Print Name)

Interim 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

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 2/26/07

* 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. 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 [redacted]
(Signature)

Print Name Anthony L. Grande

Print Title Vice President of State Customer Relations

Name of PROVIDER'S ADMINISTRATOR CORRECTIONS CORPORATION OF AMERCA

Date 2-15-07

* 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

A. COMPENSATION

The number of inmates for the period effective January 1, 2007 up to and including June 30, 2007 is increased by 346 inmates at the Red Rock Correctional Center for a total of 500 inmates.

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

RRCC: estimated 346 inmates x $57.00 per diem/inmate x 181 days = $3,569,682.00

B. INVOICING & PAYMENT

The following changes are effective immediately and apply to all invoices for services received under this contract:

1. The PA shall submit an advance copy of the following monthly invoices via facsimile (808) 837-8026 for accuracy and verification of information:

   a) Housing Per Diem Invoice
   b) Medical Services and HIV/HEP C Invoices*
   c) Workline Wages Invoice*
   d) Miscellaneous Invoice (i.e. telephone charges for video visits, etc.)*

   * *All approved invoices for Items b, c and d shall be paid by in full by purchase order.*

2. Original invoices shall be mailed to:

   State of Hawaii
   Department of Public Safety
   Mainland & FDC Branch
   919 Ala Moana Boulevard, 4th Floor
   Honolulu, HI 96814

   Attn: Mainland Branch Administrator

   All invoices shall reference the contract number and solicitation number. If any invoices are sent via Federal Express, please call the PSD Mainland Branch Administrator. *All invoices (with the exception of the Housing Per Diem Invoice to be paid by contract encumbrance) shall be paid by purchase order.*

3. Pursuant to Section 103-10, Hawaii Revised Statutes, the State of Hawaii shall have up to 30 calendar days after receipt of the original invoice to make payment. A facsimile copy shall not serve as the original copy. The State will take all reasonable steps to effect payment to the PA by wire transfer for both housing and other invoice payments. All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

All wire payments shall be made through First Hawaiian Bank

To: *Wachovia Bank*
Charlotte, North Carolina
ABA:
Account No.
Ref: Corrections Corporation of America

4. The PA shall not be responsible for paying workline wages of the Hawaii ~~female~~ inmates.