



STATE OF HAWAI'I
SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT PSD 11-ID/MB-19

(Insert contact number or other identifying information)

This Supplemental Contract No. 1, executed on the respective dates indicated below, is effective as of June 29, 20 12 between the Department of Public Safety

(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Interim Director (Title of person signing for the STATE)

whose address is: 919 Ala Moana Boulevard, Room 400, Honolulu, Hawaii 96814

and Corrections Corporation of America (Name of PROVIDER)

("PROVIDER"), a Corporation (Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Maryland whose business street address and taxpayer identification numbers are as follows:

Business street address:
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Mailing address if different than business street address:

Federal employer identification number: [REDACTED]

Hawai'i general excise tax number: Not Applicable

RECITALS

A. WHEREAS, the STATE and the PROVIDER entered into a Contract
PSD 11-ID/MB-19
(Insert contract number or other identifying information)

effective June 30, 20 11, which was amended by Supplemental Contract No(s). _____
effective _____, 20 _____, which was amended by Supplemental Contract No(s). _____
effective _____, 20 _____, which was amended by Supplemental Contract No(s). _____
effective _____, 20 _____ (hereinafter collectively referred to as "Contract) whereby
the PROVIDER 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 PROVIDER 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 attached hereto and incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the PROVIDER's change of name

FROM: NA

NA

NA

TO: NA

NA

NA

as set forth in the documents attached hereto as Exhibit NA, 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 supplemental agreement by their signatures below.

STATE

By  _____
(Signature)

Print Name Ted Sakai

Print Title Interim Director

Date 6/29/12

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By NA _____
(Signature)

Print Name NA

Print Title NA

NA

Date NA

CONTRACT NO. PSD 11-ID/MB-19

CORPORATE SEAL
(if available)

PROVIDER

By 

Print Name Anthony L. Grande

Print Title Executive Vice President/
Chief Development Officer

Date 6.25.2012

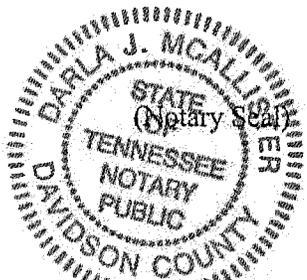
APPROVED AS TO FORM:



PROVIDER'S ACKNOWLEDGMENT

STATE OF Tennessee)
) SS.
Davidson COUNTY OF Nashville)
 On this 25 day of June, 20 12, 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 are the
EVP/ Chief Development Officer and _____
 of Corrections Corporation of America,

the PROVIDER named in the foregoing instrument, and that he/she/they 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.



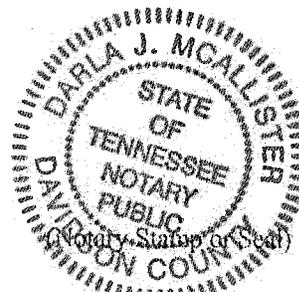
My Commission Expires 09/03/2012

By _____
 Print Name Darla J McAllister
 Date 6.25.2012
 Notary Public, State of Tennessee
 My commission expires: 9.3.2012

Doc. Date: _____ # Pages: 10
 Notary Name: Darla J McAllister _____ Circuit
 Doc. Description: STATE OF HAWAII
 SUPPLEMENTAL CONTRACT NO. 1
 TO CONTRACT PSD 11-ID/MB-19



6.25.2012
 Date



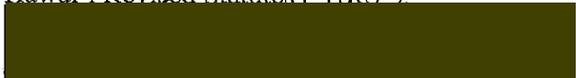
My Commission Expires 09/03/2012

NOTARY CERTIFICATION

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development¹.

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes ("HRS")


(Signature)

6/29/12
(Date)

Ted Sakai
(Print Name)

Interim Director
(Print Title)

¹ This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) 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. NOTE: Authority to certify exemptions under §§ 76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai'i.

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)

NA

(Date)

NA
(Print Name)

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

**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:

Corrections Corporation of America

(Name of PROVIDER)

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, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

* 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 may not be awarded unless the agency 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).

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 _____

Print Name Anthony L. Grande

Print Title Executive Vice President /
Chief Development Officer

Date 11.25.2012

COMPENSATION AND PAYMENT SCHEDULE

Pursuant to this agreement, the per diem rate shall be adjusted on July 1 of each contract year, beginning July 1, 2012, the basic daily fee shall increase by 2.5% or by the previous year's Consumer Price Index for all Urban Consumers, West Region (CPI-U West Region) as prepared by the United States Bureau of Labor Statistics (available at <http://data.bls.gov/cgi-bin/surveymost?cu>), whichever is greater, but not to exceed 3%. Baseline of the April 2011 index of 227.837.

The following information was retrieved from the following table:
http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0400SA0,CUUS0400SA0

May 2012	233.053			
April 2011	227.837		Current Per Diem	\$63.85
Difference	5.216			
Change	5.216 / 227.837	or 2.289%	Minimum increase 2.5%	\$ 1.60
			Adjusted Per Diem Rate Effective July 1, 2012	\$65.45

All other terms and conditions remain unchanged.

***** END OF SECTION *****
 COMPENSATION AND PAYMENT SCHEDULE
 SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT PSD 11-ID/MB-19

CONTRACT NO. PSD 11-ID/MB-19

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COMPENSATION AND PAYMENT SCHEDULE
SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT PSD 11-ID/MB-19