



STATE OF HAWAI'I
SUPPLEMENTAL CONTRACT NO. 2
TO CONTRACT PSD 11-ID/MB-19

(Insert contact number or other identifying information)

This Supplemental Contract No. 2, executed on the respective dates indicated below, is effective as of August 5, 20 13 between the DEPARTMENT OF PUBLIC SAFETY (Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its 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) 1
effective JUNE 29, 20 12, 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: _____

TO: _____

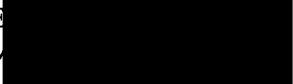
as set forth in the documents attached hereto as Exhibit NA, and incorporated herein.

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 Director

Date 8/5/13

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

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

CONTRACT NO. PSD 11-ID/MB-19

CORPORATE SEAL
(if available)

PROVIDER

By [REDACTED]
(Signature)

Print Name Anthony Grande

Print Title Executive Vice President
and Chief Development Officer

Date 7/26/13

APPROVED AS TO FORM:

Signature not required. AG Memorandum 1999-05
Deputy Attorney General

PROVIDER'S ACKNOWLEDGMENT

STATE OF Tennessee)
) SS.

Davidson COUNTY OF Tennessee

On this 26 day of July, 20 13, 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 the

Executive Vice President/Chief and Development Officer

of CORRECTIONS CORPORATION OF AMERICA

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.



By [Redacted]

Print Name Darla J. McAllister

Date 7/26/13

Notary Public, State of Tennessee

My commission expires: 8/23/14

Doc. Date: August 5, 2013 # Pages: 10

Notary Name: Darla J. McAllister Circuit

Doc. Description: STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 2

TO CONTRACT PSD 11-ID/MB-19



7/26/13
Date

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)

8/5/13

(Date)

Ted Sakai

(Print Name)

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)

(Date)

(Print Name)

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

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 Grande
Print Title Executive Vice President
and Chief Development Officer
Date 1/26

COMPENSATION AND PAYMENT SCHEDULE

Pursuant to contract no. PSD 11-ID/MB-19, the per diem rate shall be adjusted on July 1st of each contract year, beginning July 1, 2012, the basic daily fee shall increase by 2.5% or by the Consumer Price index for all Urban Consumers, West Region, as prepared by the United States Bureau of Labor Statistics, whichever is greater, but not to exceed 3%.

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUUR0400SA0
Not Seasonally Adjusted
Area: West urban
Item: All items
Base Period: 1982-84=100
Years: 2003 to 2013

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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	219.437	221.009	223.040	223.867	222.823	222.132	221.034	217.113	214.685
2009	215.923	217.095	217.357	217.910	218.567	219.865	219.484	219.884	220.294	220.447	219.728	219.307
2010	219.989	220.179	220.809	221.202	221.417	221.147	221.331	221.523	221.384	221.708	221.671	222.081
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117
2012	228.980	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029
2013	232.759	234.595	235.511	235.488	235.979	236.227						

May-13 May-12
235.979 / 233.053 2.926 = 0.012555084 7/1/13 to 6/30/14

$65.45 \times 0.012555084 = 0.82173$ $\$65.31 + .82 = \66.27

Per minimum increase 2.50% = 1.64 $\$65.45 + \$1.64 = \$67.09$

THE ADJUSTED PER DIEM RATE FOR THE CONTRACT PERIOD JULY 1, 2013 THROUGH JUNE 30, 2014 IS \$67.09.

All other terms and conditions remain unchanged.

***** END OF SECTION *****
COMPENSATION AND PAYMENT SCHEDULE
SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT PSD 11-ID/MB-19

CONTRACT NO. PSD 11-ID/MB-19

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