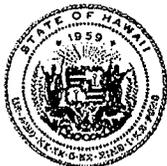


CONTRACT NO. PSD 11-ID/MB-19 _____



STATE OF HAWAI'I
SUPPLEMENTAL CONTRACT NO. 4 _____
TO CONTRACT PSD 11-ID/MB-19 _____
(Insert contact number or other identifying information)

This Supplemental Contract No. 4 _____, executed on the respective
dates indicated below, is effective as of July 1 _____, 20 15 _____ 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). 01

effective June 29 -----, 20 12 ---, which was amended by Supplemental Contract No(s). 02

effective August 5 -----, 20 13 ---, which was amended by Supplemental Contract No(s). 03

effective July 1 -----, 20 14 --- (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: _____

CONTRACT NO. PSD 11-ID/MB-19

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 supplemental agreement by their signatures below.

STATE 
By _____
(Signature)

Print Name Nolan P. Espinda

Print Title Director

Date 5/27/15

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



(Signature)

Print Name Anthony L. Grande

Executive Vice President and

Print Title Chief Development Officer

Date May 13, 2015

APPROVED AS TO FORM:

Signature not required. AG memorandum 1999-05

Deputy Attorney General

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, Hawaii Revised Statutes ("HRS")

[Redacted Signature]

5/27/15
(Date)

Nolan P. Espinda

(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)

**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).

CONTRACT NO. PSD 11-ID/MB-19

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 Anthony L. Grande

Print Title Executive Vice President and
Chief Development Officer

Date May 13, 2015

CONTRACT NO. PSD 11-ID/MB-19

Attachment 2

TIME OF PERFORMANCE

This agreement is extended for an additional twelve month period effective July 1, 2015 up to and including June 30, 2016.

All other terms and conditions remain unchanged:

***** END OF SECTION *****
TIME OF PERFORMANCE
SUPPLEMENTAL AGREEMENT NO. 4 TO CONTRACT NO. PSD 11-ID/MB-19

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 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: 2005 to 2015

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237.000	236.153	236.096
2014	236.707	237.614	239.092	239.808	241.350	241.616	241.850	241.660	241.920	241.650	240.220	239.095
2015	238.318	239.748	241.690									

Mar-15 Mar-14
(241.690 - 239.092) / 239.092 = 1.0866 7/1/2015 to 6/30/2016 percentage increase

$$\$68.77 \times 0.010866 = \$0.75 \quad \$68.77 + \$0.75 = \$69.52$$

MINIMUM INCREASE 2.50% $\$68.77 \times 2.50\% = \$1.72 \quad \$68.77 + \$1.72 = \$70.49$

All other terms and conditions remain unchanged.

***** END OF SECTION *****
 COMPENSATION AND PAYMENT SCHEDULE
 SUPPLEMENTAL AGREEMENT NO. 4 TO CONTRACT NO. PSD 11-ID/MB-19

CONTRACT NO. PSD 11-ID/MB-19

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COMPENSATION AND PAYMENT SCHEDULE
SUPPLEMENTAL AGREEMENT NO. 4 TO CONTRACT NO. PSD 11-ID/MB-19