CONTRACT NO 55331

STATE OF HAWAI'I
AGREEMENT FOR HEALTH AND HUMAN SERVICES: TRANSACTIONS EXEMPT FROM CHAPTER 103F, HRS
(PSD 06-ID-54)

This Agreement, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of (date) June 30, 2006, between the (agency) Department of Public Safety State of Hawai'i (the "STATE"), by its _____ (the "DIRECTOR"), whose address is 919 Ala Moana Boulevard, Room 400, Honolulu, HI 96814 and the City of Eloy, (the "Provider"), and Corrections Corporation of America, its administrator of inter-governmental service agreements, (the "Provider's Administrator") (the "PROVIDER"), a (government entity/corporation/partnership/sole proprietorship/other business form) government entity and its administrator, a Corporation, whose business address and taxpayer identification number are: 628 North Main Street Eloy, Arizona 85231, FEIN: _____ 10 Burton Hills Boulevard Nashville, Tennessee 37215, FEIN: _____, respectively

RECITALS

A. This Agreement is for a purchase of health and human services that is exempt from the requirements of Chapter 103F, HRS, because:

- [X] this Agreement is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
- [ ] this Agreement is to award grants or subsidies of state funds appropriated by the legislature to a specific organization as provided in Section 103F-101(a)(1), HRS, and Section 3-141-503(a)(2), HAR, or to award subawards and subgrants to specific organizations directed by the funding source as provided in Section 3-141-503(a)(1);
- [ ] this Agreement is wholly or partly funded from federal sources that conflict with the procedures and requirements established by Chapter 103F, HRS, and its implementing regulations;
- [ ] this Agreement is wholly or partly funded from federal sources that (1) identifies a target class of beneficiaries, (2) defines the requirements for a provider to be qualified to participate in the federal program, and (3) has the price of the provided health and human services dictated by federal law;

- ☐ this Agreement is for an affiliation agreement with hospitals and other health care providers required for University of Hawaii clinical programs;

- ☐ this Agreement is for the services of psychiatrist, or psychologists in criminal or civil proceedings as required by a court order or by the rules of the court;

- ☐ this Agreement is for a transaction covered by a written exemption from the Chief Procurement Officer for the STATE dated _____ _____, _____.

B. The STATE is in need of the health and human services described in this Agreement and its exhibits (the "Required Services"). The PROVIDER is agreeable to providing the Required Services.

C. Money has been appropriated for the purchase of the Required Services by: (1) (identify state sources) Act 178, SLH 2005, or (2) (identify federal sources) _____, or both, in the following amounts:

State: $ for the total amount of each invoice received for this contract for the actual number of bed days per inmate at the per diem stated in Exhibit "B" and for any additional charges as allowed in Exhibit "B".

Federal: $_____

D. Pursuant to (legal authority for Agreement) Chapter 353C-2, HRS, the STATE is authorized to enter into this Agreement.

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Agreement by virtue of (check any or all that apply):

- ☒ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;

- ☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership agreement, or an limited liability company operating agreement;

☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Agreement;

☐ the PROVIDER is a government entity, and the undersigned representative of the PROVIDER is duly-authorized to execute contracts on behalf such government entity;

☐ other evidence of signing authority: _____
_____.

F. The PROVIDER has produced, and the STATE has inspected, a certificate of insurance in the amount of TWO MILLION AND NO/100 DOLLARS ($ 2,000,000.00), for bodily injury and property damage liability arising in connection with the PROVIDER's performance under this Agreement.

G. The PROVIDER has produced, and the STATE has inspected, a tax clearance certificate with approval from the State of Hawai'i, Department of Taxation, dated June 28, 2006.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the PROVIDER agree as follows:

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services as set forth in Exhibit "A" to this Agreement, which is attached, and made a part of this Agreement.

2. Term of Agreement. The PROVIDER shall provide the Required Services from (date) July 1, 2006, to (date) June 30, 2009. unless this Agreement is sooner terminated.

3. Compensation. The PROVIDER shall be compensated

☐ in a total amount for all required services not to exceed _____ DOLLARS ($_____), including taxes, at the time and in the manner set forth in Exhibit "B" to this Agreement, which is attached, and made a part of this Agreement.

☒ based upon referrals to the PROVIDER from the STATE, payment

for each such referral shall be made according to Exhibit "B" to this Agreement, which is attached, and made a part of this Agreement. The STATE shall provide a minimum of not applicable referrals to the PROVIDER.

4. Reporting Requirements. In addition to whatever other reports may be required elsewhere in this Agreement, the PROVIDER shall also submit a Final Project Report, by (date) not applicable, _____. No amendment to the PROVIDER's Final Project Report shall be considered after (date) not applicable, _____.

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached as Exhibit "C", and is made a part of this Agreement.

6. Other Terms and Conditions. The General Conditions for Health and Human Services Contracts (the "General Conditions") are attached as Exhibit "D," and are made a part of this Agreement. If applicable, any Special Conditions are attached as Exhibit "E," and are made a part of this Agreement. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Notices. Any notice, communication, or information required to be given by any party to this Agreement shall be made in writing , and shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the DIRECTOR shall be sent to the DIRECTOR's office in Honolulu, Hawaii. Notice to the Agency Procurement Officer shall be sent to: PSD-PPB 919 Ala Moana Boulevard, Room 413, Honolulu, Hawai 96814. Notice to the PROVIDER shall be sent to the PROVIDER at the PROVIDER's address as indicated in this Agreement. Notice to the STATE's Chief Procurement Officer shall be sent to 1151 Punchbowl Street, Room 230A Honolulu, Hawaii 96813. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

STATE

By

Print Name James L. Propotnick

Title Acting Director

Date 6-30-06

PROVIDER: ~~PINAL COUNTY~~ CITY OF ELOY

By

Print Name Frank C. Acuña III

Title Vice-Mayor

Date 6/29/06

APPROVED AS TO FORM:

Deputy Attorney General
STATE OF HAWAII

PROVIDER'S ADMINISTRATOR:
CORRECTIONS CORPORATION OF AMERICA

By:

Print Name: ANTHONY L. GRANDE

Title: V.P. STATE CUSTOMER RELATIONS

Date: 6-21-06

PROVIDER'S ACKNOWLEDGMENT

State of Arizona)
) SS.
Pinal County of Pinal)

On this 29th day of June, 2006, before me personally appeared Frank C. Acuna III, to me personally known, who being by me duly sworn, did say that he/she is the Vice-Mayor of the City of Eloy, Arizona, the PROVIDER named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the PROVIDER, as provided in Recital E of the foregoing Agreement, and acknowledges that he/she executed said instrument as the free act and deed of the PROVIDER.

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

Notary Public, Mary Ridgell
My commission expires: 10/10/09

PROVIDER'S ADMINISTRATOR'S
~~PROVIDER'S~~ ACKNOWLEDGMENT

State of Tennessee)
) SS.
County of Davidson)

On this 21st day of June, 2006, before me personally appeared Anthony L. Grande, to me personally known, who being by me duly sworn, did say that he/she is the VP State Customer Relations of Corrections Corporation of America the ~~PROVIDER~~ PROVIDER'S ADMINISTRATOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the ~~PROVIDER~~ PROVIDER'S ADMINISTRATOR, as provided in Recital E of the foregoing Agreement, and acknowledges that he/she executed said instrument as the free act and deed of the PROVIDER'S ADMINISTRATOR.

Andrea J. Wilcoxen
Notary Public, State of Tennessee
My commission expires: July 19, 2008

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

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. **By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development[1]**

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

James L. Propotnick _____ 6-30-06
(signature) (date)

James L. Propotnick
Print Name
Acting Director
Print Title

2. **By the Director of Human Resources Development, State of Hawaii[2]**

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16(__).

_____ _____
(signature) (date)

_____
Print Name

_____
Print Title, if designee of Director
of Human Resources Development

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[1]This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

[2]This part of the form may be used **only** by the Director of Human Resources Development or the Director's designee. See **NOTE** at footnote 1.

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).

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* 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).

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.

DATED: Honolulu, Hawaii, _____

PROVIDER

By _____
(signature)

Print Name Frank C. Acuña III

Print Title Vice-Mayor

Name of Provider CITY OF ELOY

Date 6/29/06

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Revised 1/04

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).

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* 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).

PROVIDER'S ADMINISTRATOR ~~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.

DATED: Honolulu, Hawaii, _____.

PROVIDER'S ADMINISTRATOR

By _____
(signature)

Print Name ANTHONY L. GRANDE

Print Title V.P. STATE CUSTOMER RELATIONS

Name of Provider's Administrator:
CORRECTIONS CORPORATION OF AMERICA

Date 6-21-06

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 28th day of June, 2006.

G. A. Puryear IV