

HONORABLE RALPH H. WALTON, JR.
- District Judge -
355th Judicial District



HONORABLE VINCENT J. MESSINA
- County Court at Law Judge -

HONORABLE DARRELL COCKERHAM
- County Judge -
Hood County, Texas

BETH PATE
- Chief Juvenile Probation Officer -
P.O. Box 2081 • Granbury, TX 76048
(817) 579-3273

HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

Notice of the regular meeting of the Hood County Juvenile Board on Wednesday, December 05, 2012 at 8:00 AM in the Central Jury Room located in the Hood County Justice Center at 1200 W. Pearl St., Granbury, TX. At which meeting, the following subjects will be discussed, and the following matters acted upon.

- I. Call to order
- II. Approve minutes from previous meeting(s).
- III. Review requests for budget line item amendments and consider for approval.
- IV. Review bills presented for payment and take appropriate action.
- V. Ratify current payroll.
- VI. Consider and approve personnel changes, new hires, and terminations.
- VII. Consider and take appropriate action regarding an update report on liability insurance from Granbury Regional Juvenile Justice Center.

ADJOURN

A handwritten signature in cursive script, appearing to read "Darrell Cockerham", written over a horizontal line.

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Courthouse, 100 E. Pearl St., Granbury, Texas on Nov. 28, 2012, by M. Sutton.

Notice

Policy of Non-Discrimination on the Basis of Disability

County of Hood does not discriminate on the basis of disability in the admission of access to, or treatment or employment in, its programs or activities. Personnel Director, Personnel and Governmental Affairs Dept. 1414 W. Pearl St., Granbury, Texas 76048, phone 817-408-3450 has been designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. *Information concerning the provisions of the Americans with Disabilities Act, and the rights provided there under, is available from the Personnel Director.

THE FOLLOWING MEMBERS WERE PRESENT:
RALPH H. WALTON, JR., DISTRICT JUDGE
VINCENT MESSINA, COUNTY COURT AT LAW JUDGE
DARRELL COCKERHAM, COUNTY JUDGE

REGARDING ITEM 1: JUDGE WALTON CALLED THE MEETING TO ORDER
AT 8:00 A.M. ON THE AFORSAID DATE OF DECEMBER 5, 2012.

REGARDING ITEM 2: MOTION MADE BY JUDGE COCKERHAM TO
APPROVE THE MINUTES OF THE NOVEMBER 21, 2012 MEETING.
SECONDED BY JUDGE WALTON. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

REGARDING ITEM 4: MOTION MADE BY JUDGE MESSINA TO APPROVE
PAYMENT OF THE BILLS FOR THE JUVENILE PROBATION DEPARTMENT.
SECONDED BY JUDGE COCKERHAM. MOTION CARRIED. SEE
ATTACHED.

REGARDING ITEM 5: MOTION MADE BY JUDGE WALTON TO RATIFY
PAYROLL FROM NOVEMBER 5, 2012 – NOVEMBER 18, 2012. SECONDED BY
JUDGE MESSINA. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 6: MOTION MADE BY JUDGE COCKERHAM TO
APPROVE THE PERSONNEL CHANGES, NEW HIRES AND TERMINATIONS.
SECONDED BY JUDGE WALTON. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 7: JUVENILE PROBATION DIRECTOR BETH PATE GAVE
AN UPDATE TO THE BOARD THAT THE JUDGES WERE LISTED INDIVIUALLY
ON GRANBURY REGIONAL JUVENILE JUSTICE CENTERS LIABILITY
INSURANCE POLICY.

ADJOURNED AT 8:05 A.M.



JUDGE RALPH H. WALTON, JR.



JUDGE VINCENT MESSINA



JUDGE DARRELL COCKERHAM

CERTIFICATION FOR THE PAYMENT OF BILLS

THE STATE OF TEXAS

COUNTY OF HOOD

To certify the authorization for payment of bills as presented and made a part of the minutes of Hood County Juvenile Board on this 5th day of December, 2012 with the following exceptions: None

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER


Beth Pate, LBSW

ALL RECORDS FROM 12/05/2012 TO 12/05/2012 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD PO NO	AMOUNT
M L PHINNEY DISTRIBUTING PO BOX 843 STEPHENVILLE TX 76401	2013 010-570-330	SUPPLIES	JUV/CUPS	036979	11/30/12	02 126793	32.00 ----- 32.00
PAUL D. HYDE, PLLC LAW OFC. OF TRACY S. BUSH 1514 CROSSLAND RD, STE 10 GRANBURY TX 76048	2013 112-570-400	ATTORNEY FEES	JUV/C.M. COURT APPO CAUSE # 1026		11/30/12	02 126739	300.00 ----- 300.00
REDWOOD TOXICOLOGY LAB, I PO BOX 14327 SANTA ROSA CA 95402	2013 010-570-485	DRUG TESTING	JUV/HANDLING	399765	11/30/12	02 126794	9.31
	2013 010-570-485	DRUG TESTING	JUV/DRUG TEST PANEL	399765	11/30/12	02 126794	122.00 ----- 131.31
U.S. BANK NATIONAL ASSOCI VOYAGER FLEET ACCT:#XXXX P. O. BOX 412535 KANSAS CITY MO 64141	2013 010-570-331	FUEL & OIL	JUV/FUEL	NOV 2012	11/30/12	02 126783	191.00 ----- 191.00 -----
TOTAL CHECKS TO BE WRITTEN							654.31

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from 11/05/12 through 11/18/12

Paid on November 21, 2012

Total Payroll - Fund 56	\$	<u>9,100.69</u>
Total Employees Paid		5

Motion Made by Board Member



To ratify Payroll as presented.

Seconded by Board Member



All voted AYE, motion carried.

Approved this 5th day of December, 2012

Juvenile Probation Director



Treasurer



Auditor

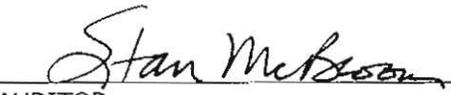




HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON
DECEMBER 5, 2012

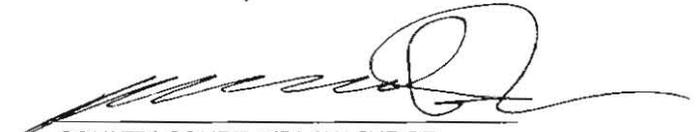

PERSONNEL DIRECTOR


AUDITOR


COUNTY JUDGE


DISTRICT JUDGE


JUVENILE PROBATION DIRECTOR


COUNTY COURT AT LAW JUDGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Luhn-McCain Insurance Agency 332 W. Sunset Road, Suite 3 San Antonio TX 78209	CONTACT NAME: Sissy Hughey	FAX (A/C. No): (210) 822-6027
	PHONE (A/C. No. Ext): (210) 822-1571	E-MAIL ADDRESS: slh@luhn-mccain.com
INSURED 4M Youth Services, Inc. 4M Granbury Youth Services, Inc. 696 N FM 487 Rockdale TX 76567	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Houston Specialty Ins. Co.	
	INSURER B: National Liability & Fire Ins	
	INSURER C: Ace American Insurance Co.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL12101105689 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		SS1250803	9/28/2012	9/28/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Professional Liability:			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		\$1,000,000 Ea Claim			MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> \$25,000 Ded. Per Occ		\$1,000,000 Aggregate			PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		Sexual Misconduct Liab:			GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		\$1,000,000 Ea Claim			PRODUCTS - COMP/OP AGG \$ 3,000,000
			\$1,000,000 Aggregate			\$
B	AUTOMOBILE LIABILITY		73APR281098	9/28/2012	9/28/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
C	Occupational Accident		OCAN04946595001	12/5/2011	12/5/2012	Combined Single Limit \$1,000,000
	Policy: \$5000D Per Occ					General Pol Aggregate Limit \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Board Members are included per the definition of "Who is an Insured" per policy forms CJ0001A-0109 & CJ0002A-04/11 attached

CERTIFICATE HOLDER

CANCELLATION

Judge Vincent Messina; Judge Ralph H Walton; Judge Darrell Cockerham	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Marietta McCain/SLH

CRIMINAL JUSTICE SYSTEM OPERATIONS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any "claims" or "suit" that may result. But

(1) The amount we will pay for "damages" is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of "damages" under Coverage A or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – ALL COVERAGES**.

- b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period, and

(3) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or "claims", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or "claims", includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments and not be deemed to be "damages" and will not reduce the limits of insurance.

3 Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph 1.(a) above;

- (c) For which there is any obligation to share "damage(s)" with or repay someone else who must pay "damage(s)" because of the injury described in Paragraphs 1.(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
3. Any organization or location you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that location or organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire the new location or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or the new location or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired the new location or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

A. Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits"
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. "Damages" under all Coverages shown in the Declarations, except "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and
 - b. Medical expenses under Coverage C.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for "damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "damages" because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____ effective 09/28/12 forms a part of Policy # S5-12-50803
 Issued To: 4M Youth Services, Inc., 4M Granbury Youth Services, Inc; DBA: Rockdale Regional Juvenile Justice Center

**PROFESSIONAL LIABILITY COVERAGE –
 OCCURRENCE COVERAGE**

This endorsement modifies insurance provided under the following:
 CRIMINAL JUSTICE SYSTEM OPERATIONS LIABILITY POLICY

SCHEDULE

LIMITS OF INSURANCE			
Coverage D	Professional Liability Limit	\$1,000,000	Each Claim
		\$3,000,000	Aggregate
	Sexual Misconduct Liability Coverage	<input type="checkbox"/> Does Not Apply	
	Sexual Misconduct Liability Coverage	<input checked="" type="checkbox"/> Applies	\$1,000,000 Each Claim
		\$1,000,000	Aggregate
This coverage <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a sublimit of coverage.			
DEDUCTIBLE			
Deductible	\$ <u>50,000</u>		
Applies Per Occurrence if coverage is on an occurrence basis; Applies Per Claim if coverage is on a claims-made basis. Coverage Parts may have separate Deductibles. Please review this endorsement for specific deductible application.			

A. **SECTION I – COVERAGES** is amended and the following added:

COVERAGE D – PROFESSIONAL LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of a “wrongful act(s)” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act(s)” to which this insurance does not apply. We may, at our sole discretion, investigate any “wrongful act(s)” and settle any “claim” or “suit” that may result. But:
 - (1) The amount we will pay for “damages” is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of “damages” under this Coverage.
- b. This insurance applies to “damages” because of a “wrongful act(s)” only if:
 - (1) The “wrongful act(s)” is caused by an “occurrence” that takes place in the “coverage territory”;
 - (2) The “wrongful act(s)” occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under paragraph 1. of **SECTION II – WHO IS AN INSURED** and no “employee” authorized by you to give or receive notice of a

"wrongful act(s)" or "claim", knew that the "wrongful act(s)" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "wrongful act(s)" occurred, then any continuation, change or resumption of such "wrongful act(s)" during or after the policy period will be deemed to have been known prior to the policy period.

- c. A "wrongful act(s)" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of a "wrongful act(s)" or "claim", includes any continuation, change or resumption of that "wrongful act(s)" after the end of the policy period.
- d. A "wrongful act(s)" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of a "wrongful act(s)" or "claim":
 - (1) Reports all, or any part, of the "wrongful act(s)" to us or any other insurer;
 - (2) Receives a written or verbal demand or "claim" for "damages" because of the "wrongful act(s)"; or
 - (3) Becomes aware by any other means that a "wrongful act(s)" has occurred or has begun to occur.

All "damages" resulting from a "wrongful act(s)" caused by the same or related "wrongful act(s)" will be deemed to be caused by one "occurrence" for purposes of the application of this endorsement.

2. Exclusions

This insurance does not apply to:

Aircraft, Auto, Watercraft or Mobile Equipment- as defined in the Criminal Justice System Operations Liability Policy - **SECTION I – COVERAGES**, Paragraph 2. **EXCLUSIONS**; Sub paragraphs g. and h.

Infringement Of Copyright, Patent, Trademark Or Trade Secret

Any "claim" or "suit" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

Contractual Liability

Any "claim" or "suit" for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "wrongful act(s)" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "damages" because of a "wrongful acts(s)", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "damages" to which this insurance applies are alleged.

Employee Benefit Liability and ERISA

"Wrongful act(s)" in the "administration" of the insured's "employee benefit program" or arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program" or any of the responsibilities, obligations, or duties imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended or by any similar federal, state or local laws.

Employer's Liability

- a. "Wrongful act(s)" based upon or attributable to any injury to:
 - (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
 - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.
- b. This exclusion applies:
 - (1) Whether the insured may be liable as an employer or in any other capacity, and
 - (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

Employment-Related Practices

- a. "Wrongful act(s)" based upon or attributable to any:
 - (1) Refusal to employ;
 - (2) Termination of employment;
 - (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions;
 - (4) Consequential "bodily injury" to any person as a result of employment related practices described in paragraphs (1), (2), or (3) above.
- b. This exclusion applies:
 - (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS)

"Wrongful act(s)" based upon or attributable to any form of the Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS). This exclusion applies whether such "claim" or "damages" arises out of or is alleged to have arisen out of a "wrongful act(s)" by any insured:

- a. In the hiring, training or supervision of any "employee";
- b. In the controlling, monitoring or supervising the care of any person in the care, custody or control of any insured;
- c. In testing, screening, or quarantining any person; or
- d. In obtaining or providing medical treatment or medical monitoring for any person.

Health Care Services

- a. "Wrongful act(s)" based upon or attributable to the rendering or failure to render:
- (1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction; or
 - (2) Any health or therapeutic service, treatment, advice or instruction;
 - (3) The furnishing or dispensing of:
 - (a) Over-the-counter medicine or prescription medicine;
 - (b) Medical, dental or surgical supplies or appliances; or
 - (c) First aid;
 - (4) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.
- b. This exclusion does not apply to any "Insured", as defined in the Criminal Justice System Operations Liability Policy - **SECTION II – WHO IS AN INSURED** who,
- (1) Does not hold a medical professional license;
 - (2) Is a licensed or registered nurse, counselor, psychologist, emergency medical technician (EMT), paramedic, or pharmacist but then only for services within the scope of their employment for you; or
 - (3) Acts as a moderator for support groups and is not a licensed or certified psychologist or psychiatrist;
- unless such "wrongful act(s)" takes place after that insured's license or right to practice healthcare services has been revoked, suspended or surrendered at the request of any regulatory authority.

Sexual Misconduct

"Wrongful act(s)" based on or attributable to "sexual misconduct".

Violation of Law

"Wrongful act(s)" based on or attributable to any criminal, malicious, dishonest or fraudulent act, error or omission committed by or at the direction of any insured. This includes any violation of the antitrust laws, or deceptive acts or practices in trade or commerce which involve violations of any state or federal antitrust or trade regulation laws.

- B. **SECTION II – WHO IS AN INSURED**, paragraph 3. is amended and the following added:

Coverage D does not apply to "wrongful act(s)" that occurred before you acquired or formed the organization.

- C. **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**, paragraph A. **Limits of Insurance** is amended and the following added:

Subject to 2. above, the Professional Liability Limit shown in the Schedule above is the most we will pay Per Claim and in the Aggregate for all "damages" under **COVERAGE D – PROFESSIONAL LIABILITY COVERAGE** because of "wrongful act(s)" committed by any Insured:

- a. In the conduct of the insured's business at a location shown in the Declarations; and
- b. In the conduct of the ownership, operation, maintenance, management or use of any facility shown in the Declarations; and

includes any other Coverages that are specifically shown in the Declarations as sublimits of this Professional Liability Coverage.

The Professional Liability Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "damages" under Coverage D.

When shown in the Schedule, sublimits are part of and not in addition to the Per Claim and Aggregate Limit or the Policy General Aggregate Limit shown in the Declarations. The payment of "damages" under the sublimit will reduce the Per Claim and Aggregate Limit and the Policy General Aggregate Limit.

All "claims" arising from the same or related "occurrence" or "wrongful act(s)" shall be considered a single "claim" for the purpose of this insurance and shall be subject to the same Limit of Insurance and will be deemed to have occurred at the time the first "occurrence".

If the same or related "occurrence" or "wrongful act(s)" gives rise to a "claim" that is covered under more than one Coverage of this policy, they are deemed to be the same "claim" for purposes of this section, and we will not pay more than the highest Limit of Insurance of one Coverage applicable to that "claim".

If more than one policy of insurance issued by us as primary insurance applies to the same or related "claim", we shall not be liable for more than the single highest Limit of Insurance set forth in the Declarations or applicable endorsements of all policies provided by us to the Insured.

D. SECTION V – DEFINITIONS is amended and the following added:

"Professional services" means those services that you provide in the conduct of your business to provide:

- a. Security and supervision of a facility and "inmates";
 - b. Services such as meals, educational service and supervised activities for "inmates";
- or as required under contract for the facility(ies).

"Wrongful act(s)" means any actual or alleged:

- a. Breach of duty,
- b. Neglect, error, misstatement, misleading statement, omission or act, or
- c. Violation of civil rights

committed, individually or collectively, by an insured within the course and scope of their duties for you in the rendering or failure to render the "professional services" shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SCHEDULE OF FORMS AND ENDORSEMENTS (other than applicable forms shown elsewhere in the policy)

Forms and Endorsements applying to and made part of this policy at the time of issuance are designated by an "X":

<u>NUMBER</u>	<u>ED DATE</u>	<u>TITLE</u>
<input checked="" type="checkbox"/>	Privacy Notice 01/09	Privacy Notice
<input checked="" type="checkbox"/>	PJCG 01/09	Policy Jacket
<input checked="" type="checkbox"/>	IL0017 11/98	Common Policy Conditions
<input checked="" type="checkbox"/>	U002 09/04	Minimum Policy Premium
<input checked="" type="checkbox"/>	U094 01/09	Service of Suit
<input checked="" type="checkbox"/>	TRIA2002Notice 01/08	Policyholder Disclosure – Notice Of Terrorism Insurance Coverage
<input type="checkbox"/>	CJ2171 01/09	Limited Terrorism Exclusion (Other Than Certified Acts of Terrorism)
<input checked="" type="checkbox"/>	CJ2175 01/09	Certified Acts of Terrorism and Other Acts of Terrorism Exclusion
<input checked="" type="checkbox"/>	CJDec 01/09	Criminal Justice System Operations Liability Policy Declarations
<input checked="" type="checkbox"/>	CJ SL 01/09	Schedule of Locations
<input type="checkbox"/>	CJ SNI 01/09	Schedule of Named Insureds
<input checked="" type="checkbox"/>	CJ0001A 01/09	Criminal Justice System Operations Liability Policy-Occurrence
<input type="checkbox"/>	CJ0001B 01/09	Criminal Justice System Operations Liability Policy-Claims Made
<input checked="" type="checkbox"/>	CJ0002A 04/09	Professional Liability Coverage – Occurrence Coverage
<input type="checkbox"/>	CJ0002B 04/09	Professional Liability Coverage – Claims Made and Reported Coverage
<input type="checkbox"/>	CJ0003 01/09	Employment Related Practices Liability Coverage-Claims Made
<input type="checkbox"/>	CJ0004 01/09	Employee Benefits Liability Coverage-Claims Made
<input type="checkbox"/>	CJ0005 04/09	Health Care Providers Liability Coverage Form – Claims Made and Reported Coverage
<input type="checkbox"/>	CJ0006 01/09	Sexual Misconduct Liability Coverage-Claims Made
<input type="checkbox"/>	CJ100 01/09	Stop Gap – Employers Liability Coverage
<input type="checkbox"/>	CJ101 05/10	Hired Auto and Non-Owned Auto Liability
<input checked="" type="checkbox"/>	CJ102 01/09	Sexual Misconduct Liability Coverage-Follows PL Form
<input type="checkbox"/>	CJ103 01/09	Sublimit – Designated Premises, Project, Operation or Activity
<input type="checkbox"/>	CJ104 01/09	Designated Location(s) General Aggregate Limit – Restricted Form
<input checked="" type="checkbox"/>	CJ105 01/09	Limitation of Coverage to Designated Premises or Project
<input type="checkbox"/>	CJ106 01/09	HIV/AIDS Coverage Extension
<input type="checkbox"/>	CJ107 01/09	Exclusion – All Hazards – Designated Operations
<input type="checkbox"/>	CJ108 01/09	Exclusion – Designated Operations, Premises or Project
<input type="checkbox"/>	CJ109 01/09	Exclusion – Coverage Under Specified Other Insurance
<input type="checkbox"/>	CJ110 01/09	Communicable Disease Exclusion – HIV Exception
<input checked="" type="checkbox"/>	CJ111 01/09	Additional Insured – Designated Person or Organization
<input type="checkbox"/>	CJ112 01/09	Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Agreement With You
<input type="checkbox"/>	CJ113 01/09	Supplemental Extended Reporting Period Endorsement
<input type="checkbox"/>	CJ114 01/09	Self-Insured Retention Endorsement
<input type="checkbox"/>	CJ115 01/09	Cancellation Endorsement
<input type="checkbox"/>	CJ116 01/09	Additional Insured – Managers or Lessors of Premises
<input type="checkbox"/>	CJ117 01/09	Additional Insured – Mortgagee, Assignee, or Receiver
<input type="checkbox"/>	CJ118 01/09	General Changes Endorsement
<input type="checkbox"/>	CJ119 01/09	Additional Insured – Lessor of Leased Equipment
<input checked="" type="checkbox"/>	CJ120 06/08	Waiver of Subrogation
<input type="checkbox"/>	IL1201 11/85	Policy Changes
<input type="checkbox"/>	U257 04/05	60 Day Cancellation
<input type="checkbox"/>	U401 07/07	90 Day Cancellation
<input type="checkbox"/>	CJ901 01/09	Manuscript Endorsement