



Check One: Explorer Club [ ] Explorer Post [X]
Renewal Post/Club No. \_\_\_\_\_
Council \_\_\_\_\_ District \_\_\_\_\_

Annual Memorandum of Understanding

City of Columbia, Missouri has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

Explorer Clubs only:

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Explorer Club participants.

Explorer Posts only:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

Explorer Clubs and Explorer Posts:

- Ensuring that all participating adults complete the required Exploring Youth Protection training. The training is available at www.exploring.org.
• Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
• Participating in a program planning meeting and Open House.
• Participating in at least one evaluation with Learning for Life representatives each year.

Note: Adults may serve in multiple posts and clubs.

Exploring is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: \_\_\_\_\_

Signature of executive officer or designee

(Print name)

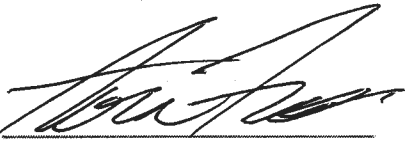
Handwritten signature of David Harris
Exploring Representative
DAVID HARRIS
(Print name)

**ADDENDUM**

The undersigned parties agree to amend the Memorandum of Understanding between Learning for Life and City of Columbia, Missouri by inserting the following language:

1. Learning for Life agrees to maintain insurance policies as described and set forth in Exhibit A and Exhibit B which are attached and incorporated by reference to this agreement. The parties agree that nothing in this agreement shall be construed to constitute a waiver by City of the defense of sovereign immunity.

**LEARNING FOR LIFE**

BY: 

~~David S. Harris~~ *David S. Harris*

DATED: 11-15-14

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

John Glascock, City Manager

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM: *W*

By: \_\_\_\_\_  
Nancy Thompson, City Counselor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).


<b>PRODUCER</b> MHBT, a Marsh & McLennan Agency, LLC company 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 972-770-1600		FAX (A/C, No): 972-770-1699
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURER A:</b> Evanston Insurance Company		35378	
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 660429327                      **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	ADDL INSD	SUGR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKL4PBC000310	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE IS TO BE USED AS PROOF OF INSURANCE ONLY.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>  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 

© 1988-2014 ACORD CORPORATION. All rights reserved.

Exhibit A



BOY SCOUTS OF AMERICA™



## **Council Accident & Sickness Insurance Plan**

Exhibit B

**This brochure describes the Council Accident & Sickness Insurance Plan, arranged for you by Boy Scouts of America which we recommend. Although Scouting programs are designed for safety, accidents may happen. This insurance is designed to help meet the costs of medical care, paralysis, dismemberment and death. Claims involving medical and surgical treatment are payable on an Excess Insurance basis as described in this brochure.**



## Eligibility

All registered youth and leaders (including den aides/chiefs, unpaid seasonal staff and volunteer leaders) of each Boy Scout Council and Learning for Life program are eligible for coverage. Individual councils determine whether the coverage they purchase is "Youth only" or "Youth and Adult" and if coverage is extended to Learning for Life curriculum-based participants. New youth members added during the year are automatically covered until the renewal date. Coverage is also automatic for new leaders if the Council includes coverage for such members.

*Note: If your Council did not insure members of Learning for Life Curriculum-based program, they will not be insured unless coverage is purchased separately.*

Non-scouts, non-Scouters and guests who are being encouraged to become Scouts or leaders are automatically insured while attendance at a scheduled activity. Other guests are not covered. The same holds true for Learning for Life.

Councils may also elect the Family Member Coverage option to cover family members while in attendance at a council sponsored family event. Please contact your Council to determine whether this coverage was purchased.

Any participant in a Church of Latter Day Saints (LDS) sponsored unit is excluded from coverage under this policy because the LDS church has already provided insurance for participants.

## Coverage

The plan provides year-round coverage for injuries occurring anywhere in the world while:

- Participating in an official Scouting or Learning for Life activity. Seasonal camp staff are also covered during their off-duty hours, subject to the workers' compensation exclusion.
- Traveling to and from official Scouting or Learning for Life activities.

Coverage is provided for sickness that begins while the insured member is:

- In attendance at an official overnight Scouting or Learning for Life activity or covered event. Seasonal camp staff are also covered during their off-duty hours, subject to the workers' compensation exclusion.
- Traveling to and from such an overnight or other covered event.

## Benefits

### **Accidental death\*, dismemberment, loss of sight and for paralysis**

When injuries to the Insured result in death or dismemberment within one year from the date of the covered accident, and from loss which is independent of sickness and all other causes, the Company will pay as follows. If multiple losses occur, only one benefit amount—the largest—will be paid for all losses due to the same accident.

\*Includes loss of life resulting from Heart Failure within 90 days from the date participating in an approved Boy Scouts or Learning for Life (if purchased) activity.

## Definitions

**"Injury" means accidental bodily harm sustained by an insured member that results directly and independently from all other causes from a covered accident. The Injury must be caused solely through external and accidental means. All injuries sustained by one person in any one accident, including all related conditions and recurrent symptoms of these injuries, are considered a single injury.**

**"Sickness" means any Sickness that requires unscheduled medical treatment during an official Scouting or Learning for Life activity.**

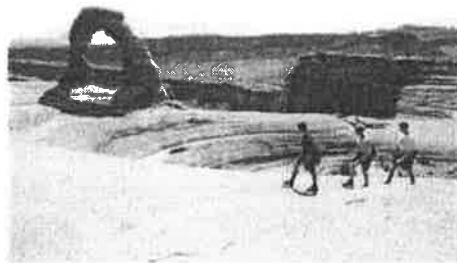
Covered Loss	Benefit Amount
Both Hands or Both Arms, Both Feet or Both Legs, One Hand and One Foot, Both Eyes, One Limb and One Eye	\$20,000
Life*, Speech and Hearing in Both Ears	\$10,000
One Hand or One Arm, One Foot or One Leg, Either Eye, Speech or Hearing in Both Ears	\$5,000
Thumb and Index Finger of the Same Hand, Hearing in One Ear	\$2,500

## Benefits Continued

Loss of a hand or hands, or a foot or feet, shall mean complete severance through or above the wrist joint or ankle joint, respectively; and loss of an arm or arms, or a leg or legs, shall mean severance at or above the elbow joint or knee joint, respectively; the loss of an eye or eyes shall mean the total permanent loss of the entire sight thereof. Loss of a thumb and index finger shall mean severance of at least one phalanx from each digit of the same hand.

When injuries result in paraplegia, hemiplegia or quadriplegia commencing within 60 days after the covered accident and continuing for one year, the Company will pay \$10,000 for paraplegia or hemiplegia and \$20,000 for quadriplegia.

**"Paraplegia"** means complete loss of function of the lower or upper extremities of the body with involvement of both legs or both arms. **"Hemiplegia"** means complete loss of function of one side of the body with involvement of the arm and leg. **"Quadriplegia"** means complete loss of function of both the upper and lower extremities of the body with involvement of both arms and both legs. **"Limb"** means hand(s), arm(s), foot (feet), or leg(s).



4

**Benefits for medical expenses, dental treatment and ambulance services**

**Up to \$15,000 for Accident Medical Expense Benefits**

**Up to \$7,500 for Sickness Expense Benefits**

For each sickness or injury, benefits are payable for medical or surgical treatment, prescription drugs, or for hospitalization or the exclusive services of a private duty nurse (RN or LPN), which begin within 60 days from the date of the accident or sickness that begins during the covered activity.

Benefits will be paid for expenses incurred (subject to the Primary Excess Provision explained below) up to the Usual and Customary charges normally made within the geographic area where treatment is performed.

### **Excess Insurance Provision**

This plan is an excess insurance plan meaning that it will pay all those eligible expenses incurred from a covered accident or sickness not paid by any other collectible insurance or pre-paid health plan in-force for you or a dependent child(ren). If no other collectible insurance or pre-paid health plans are in effect at the time of the loss, this plan will pay all eligible covered expenses up to the plan limits. There is no deductible under this plan.

Also, coverage under this plan does not provide duplicate benefits when an insured member is also insured under another Boy Scout or Learning for Life plan for a national or regional sponsored camp or special event. This provision applies to all benefits offered under these plans, including Accidental Death & Dismemberment.



## Benefits Continued

### **Specified Injury Expense Benefit**

Pays up to \$35,000 for medically necessary treatment due to the following specified injuries: a) loss of sight in both eyes; b) dismemberment of any extremity; c) paralysis; d) irreversible coma; e) entire loss of speech; f) loss of hearing in both ears.

“Dismemberment of any extremity” means complete Severance of hand, foot, arm, or leg. “Severance” means the complete separation and dismemberment of the part from the body. “Paralysis” means total loss of use of a) both upper and lower limbs; upper and lower limbs on one side of the body; one lower limb or one upper limb; or both lower limbs or both upper limbs. “Irreversible Coma” means a) state of unconsciousness in which there is a cessation of activity in the central nervous system as demonstrated by an electroencephalogram (using criteria established by the American Electroencephalography Society); and b) a diagnosis of brain death by an attending doctor.

### **Crisis Management Benefit**

Pays \$100 per counseling session for up to five sessions if an Insured suffers a covered loss as the result of a felonious assault or from another person's use of a gun or a knife to commit an act of violence if the accident occurs while engaged in a covered activity.

“Felonious Assault” means an act of physical violence against a person covered under this policy by someone other than an immediate family member.

### **Dental Expense Benefit**

Pays up to \$5,000 for the repair, treatment and/or replacement of sound, natural teeth. If, within the 52-week period following the date of the accident the Insured's attending dentist certifies that dental treatment and/or replacement must be deferred beyond such 52-week period, the Company will pay the estimated cost of such treatment; however, benefits will not exceed a total of \$5,000. This benefit is payable in addition to any other payable benefits under the terms of the plan.

### **Ambulance Expense Benefit**

Pays up to \$6,000 for air ambulance service if, in the judgment of the duly authorized medical authority or senior representative of the camp or activitance service is available.

This benefit will also pay for professional ambulance service for surface transportation to a hospital. The maximum benefit for all ambulance expenses, air and/or ground, combined for one accident or sickness is \$6,000. These benefits will be in addition to any other benefit payable under the terms of this plan.



## Benefits Continued

### **Ambulance Expense Benefit**

Pays up to \$6,000 for air ambulance service if, in the judgment of the duly authorized medical authority or senior representative of the camp or activity, such service is needed to facilitate treatment of injuries and no other ambulance service is available.

This benefit will also pay for professional ambulance service for surface transportation to a hospital. The maximum benefit for all ambulance expenses, air and/or ground, combined for one accident or sickness is \$6,000. These benefits will be in addition to any other benefit payable under the terms of this plan.

### **Return Transportation Expense Benefit**

Pays up to \$1,500 for transportation expenses incurred if, as a result of a Covered Accident, an Insured's doctor requires him or her to return home from a covered activity. This includes the cost of one person to accompany the Insured on the trip. If the Insured is deceased, the Company will pay expenses incurred for an immediate family member to accompany the body. This benefit is payable in addition to any other payable benefits under the terms of the plan.

### **Post-Traumatic Stress Disorder Benefit**

Pays \$100 per counseling session for up to five sessions if an Insured suffers Post Traumatic Stress Disorder resulting directly and independently of all other causes from a Covered Accident.

"Post Traumatic Stress Disorder" (PTSD) means a delayed or protracted response to a stressful event or situation of an exceptionally threatening or catastrophic nature, that is likely to cause pervasive distress in anyone. An Insured's PTSD must be diagnosed by a licensed health care provider (someone other than an immediate family or household member) acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality.

**This brochure provides a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in the policy issued to the Boy Scouts of America under policy number PTP N00327402. The policy is subject to the laws of the state of Texas in which it is issued. Please keep this information as a reference.**



## Exclusions

No benefits will be paid for any loss or Injury that is caused by, or results from: Intentionally self-inflicted Injury suicide or attempted suicide war or any act of war, whether declared or not.

In addition, Accident Medical Expense Benefits will not be paid for any loss, treatment or services resulting from or contributed to by:

Treatment by persons employed or retained by the Policyholder, or by any immediate family or member of the Covered Person's household ♦ treatment of sickness, disease or infections except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances ♦ treatment of hernia, Osgood- Schlatter's Disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, detached retina unless caused by an Injury, or mental disorder or psychological or psychiatric care or treatment\*, whether or not caused by a Covered Accident ♦ pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions ♦ mental and nervous disorders\* ♦ damage to or loss of dentures or bridges, or damage to existing orthodontic equipment\* ♦ expenses incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofascial pain\* Injury covered by Workers' Compensation, Employer's Liability Laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder ♦ Injury or loss contributed to by the use of drugs unless administered by a doctor ♦ cosmetic surgery, except for reconstructive surgery needed as the result of an Injury ♦ any elective treatment, surgery, health treatment, or examination, including any service, treatment or supplies that : (a) are deemed by us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States ♦ eyeglasses, contact lenses, hearing aids, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices ♦ dental treatment or dental X-rays, except when required as the result of Injuries to sound, natural teeth ♦ expenses payable by any automobile insurance Policy without regard to fault (this exclusion does not apply to any state where prohibited) ♦ conditions that are not caused by a Covered Accident ♦ participation in any activity or hazard not specifically covered by the Policy any treatment, service or supply not specifically covered by the Policy.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

\*Except as provided by the Policy.

## Exclusions Continued

In addition, Sickness Medical Expense Benefits will not be paid for any loss, treatment, services or supplies resulting from or contributed to by:

Immunizations, services and supplies related to immunizations ♦ acupuncture, allergy, including allergy testing and alopecia non-malignant warts, moles, lesions and acne ♦ care of corns and bunions submucous resection and/or other surgical correction for deviated nasal septum, other than for required treatment of acute purulent sinusitis ♦ eyeglasses, contact lenses, hearing aids, prescriptions or examinations therefore. Radial Keratotomy/Lasik surgery is not covered voluntary or elective abortion ♦ congenital birth defects ♦ elective treatment or elective surgery routine physical examinations and dental care ♦ sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.

**Coverage under this plan excludes attendance or participation in any events held at any of the four (4) Boy Scouts of America National High Adventure Bases. Coverage while in attendance or participation at any National High Adventure Base is provided under the Boy Scouts of America's National Events Accident & Sickness Plan, insured by ACE American Insurance Company, policy (PTP N00327402).**



## Claims

All claims need to be filed with the administrator, *Health Special Risk, Inc.*, (**HSR**). Claim forms can be secured online at <https://www.hsri.com/claim-forms.jsp> or received via e-mail upon request from [boyscouts@hsri.com](mailto:boyscouts@hsri.com). Please complete the claim form in its entirety and remit to **HSR** within 90 days of the accident or illness along with copies of all related medical documents and Explanations of Benefits (EOB's) received thus far. As you continue to receive medical documents and EOB's forward copies to **HSR** as they are available. In addition, all serious claims need to be reported to your Council.

**Immediate notice of claims and all inquiries regarding claims should be directed to:**

***Health Special Risk, Inc.***

HSR Plaza II

4100 Medical Parkway

Carrollton, TX 75007

Toll-free: 1-866-726-8870

Fax: 972-512-5832

E-mail: [boyscouts@hsri.com](mailto:boyscouts@hsri.com)

## Enrollment (for Council use only)

Plan 1 insured Youth only (including unpaid seasonal staff). Plan 2 insures Youth and Adults. All Tiger Cubs must have a Tiger Cub parent insured. Optional coverages are available to cover Learning for Life curriculum-based participants and family members. A designated Council staff member will annually enroll the council in the desired plan online at [www.hsri.com/BSA](http://www.hsri.com/BSA). If assistance is needed, contact **HSR** at 1-866-726-8870 or [bsaenrollment@hsri.com](mailto:bsaenrollment@hsri.com). Coverage does not become effective until *Health Special Risk, Inc. (HSR)* has processed your completed online enrollment. Shortly thereafter the designated council staff member will receive an e-mail containing the purchased policy's description of coverage, an accident/medical claim form and other important documents. Additional claim forms and brochures are available online at [www.hsri.com/BSA](http://www.hsri.com/BSA). Contact **HSR** if additional supplies are needed.



Health Special Risk, Inc.  
HSR Plaza II  
4100 Medical Pkwy.  
Carrollton, TX 75007  
Toll-free: 1-866-726-8870  
[www.hsri.com/BSA](http://www.hsri.com/BSA)



ACE American Insurance Company,  
Philadelphia, PA