

MINDSET

3 Simple Steps to Unlocking Your Full Earning Potential

Faith In Creativity

STEP 1: TRUST THE PROCESS

Qualities of a Creative Person

- Self-esteem
- Clear in vision
- Detached observation
- Curiosity and questioning
- Intuition
- Concentration
- Incubation
- Obsession/Passion
- Persistence
- Faith in one's creativity
- Playfulness and fun
- Positive attitude towards failure

Building A Community

To build a creative community, we need a safe place to explore and take risks. This means we all need to agree to:

- Total confidentiality
- Speak only from and about your own experience
- Encourage and support each other

Why It Matters

Tapping into your own creativity gives you a greater sense of self-worth and self-esteem.

Exploring creativity together provides an opportunity to share and support each other as you move forward with your lives.

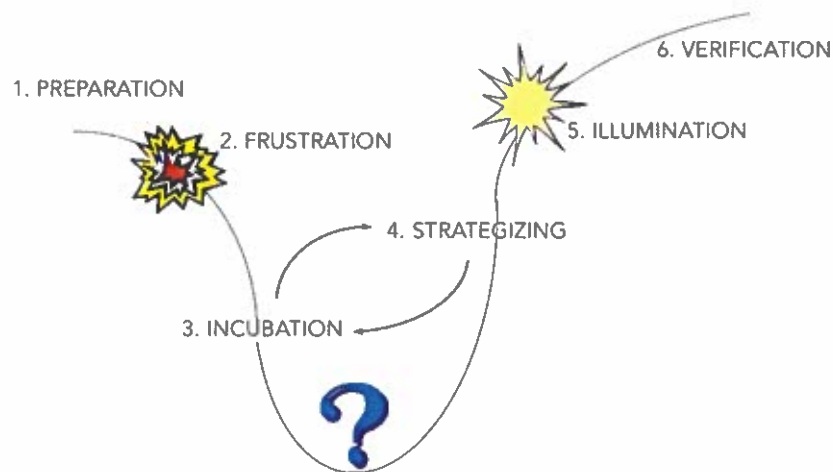
Trust the process.

What Kind of Creativity are We Going For?

“The essence of creativity is not the possession of some special talent. It is much more the ability to play, permit yourself the supreme indulgence of playfulness, which is to allow yourself temporarily to do something entirely for its own sake.”

- John Cleese, Creator of Monty Python

The Creative Process



The creative process necessitates crossing the threshold into the unknown

Creativity ALWAYS Begins with a Question

Quality of your creativity is determined by the quality of your questions. Powerful questions are childlike, scientific, full of wonder and challenge the status quo.

Trust the process and be open to what you find.

Trust the process.

Voice of Judgment (VOJ)

- Stops you from making decisions or trying new things by creating a false impression that any action is too risky.
- “Says No!” to experimentation, discovery and trail-blazing to keep you in your comfort zone.
- Puts you down and keeps you there.
- Thinks it’s saving you from making a fool of yourself.
- Creates negative emotion that keeps you stagnant and not in your flow.

Trust the process.

Meet VOJ

Voice of Judgment (VOJ) arrives on the scene when you are a child to help you fit in, but it ends up squelching your creativity. Stress is often caused by your Voice of Judgment fixating on the past and worrying about the future.

Favorite VOJ topics are:

- ▶ Comparing who you were in the past to who we are now
- ▶ Analyzing what did and didn't work in the past
- ▶ What you should have said or done differently
- ▶ The long list of what you should be doing instead of what you are doing
- ▶ What might go wrong in the future

Trust the process.

Create a new relationship with time.

- Don't dwell on past mistakes.
- Don't dwell on problems that haven't happened yet.
- Focus on what you are doing, not on what you have to do later.
- Don't spend hours analyzing a situation from every angle.
- Don't worry about those things in life you cannot control – like other people's reactions.

You'll enjoy your life a lot more.

Trust the process.



The Journey by Mary Oliver

One day you finally knew what you had to do, and began. Though the voices around you kept shouting their bad advice – Though the whole house began to tremble... and you felt the old tug at your ankles, “Mend my life!” each voice cried. But you didn’t stop. You knew what you had to do, Though the wind pried with its stiff fingers at the very foundations, though their melancholy was terrible. It was already late enough, and a wild night, and the road full of fallen branches and stones. But little by little, as you left their voices behind, the stars began to burn through the sheets of clouds, and there was a new voice which you slowly recognized as your own, that kept you company as you strode deeper and deeper into the world, determined to do the only thing you could do – determined to save the only life that you could save.

Trust the process.

Intuition is mistake-free and unemotional. It demands action, compliments reason and requires focus to develop

Voice of Judgment (VOJ)

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- "Says No!" to experimentation, discovery and trail-blazing to keep you in your comfort zone.
- Puts you down and keeps you there.
- Thinks it's saving you from making a fool of yourself.
- Creates negative emotion that keeps you stagnant and not in your flow.

Voice of Wisdom (VOW)

- It is wise, relaxed and constructive.
- It opens you up to new experiences and satisfaction.
- Assessments are logical and objective.
- Views things and events unpolluted by emotions or judgments.
- You know it's the VOW when you're moving forward with an inner sense of calm.

Why It Matters

Taming your Voice of Judgement will give yourself and others more freedom to be creative as well as...

Improve yourself esteem and confidence

Helps you let go of feeling like a victim and viewing things from a neutral perspective

Causes you not to take things personally

Allows you to view your mistakes as learning experiences

Trust the process.

Mindfulness is listening with Curiosity.

I do not know if you have ever examined how you listen, it doesn't matter to what, whether to a bird, to the wind in the leaves, to the rushing waters, or how you listen in a dialogue with yourself, to your conversation in various relationships with your intimate friends...

If we try to listen we find it extraordinarily difficult, because we are always projecting our opinions and ideas, our prejudices, our background, our inclinations, our impulses; when they dominate we hardly listen at all to what is being said...

In that state there is no value at all. One listens and therefore learns, only in a state of attention, a state of silence, in which this whole background is in abeyance, is quiet; then, it seems to me, it is possible to communicate.

...real communication can only take place where there is silence

—*Krishnamurti*

Curiosity opens the mind to new learnings, experiences and perspectives.

Seek first to understand then to be understood, because judgement can't exist when curiosity is present.

Trust the process.

The central relationship of your life is with yourself

Relationships offer the greatest joys and the biggest challenges.

Compassion – first for yourself and then for others – is the door to creativity and essence.

The key in relationships is to let go of the VOJ and truly observe, listen without judgment.

When we accept differences we open up to new possibilities in relationships.

Developing compassion and love for yourself is key in developing grit, grace and gratitude practices that will positively impact your work the most.

WIN - WIN - WIN

Self Love & Self Esteem Practice

With your right hand over your heart and your left hand over your right hand acknowledge:

Your strengths and talents

The character qualities you like about yourself

The contributions you have made and are making

The love you give and receive

Trust the process.

Each One of Us Is Special

To truly accept what you have – your gifts, your experiences, your chronic shortcomings – is no simple matter. But this is where your riches lie, for no one can duplicate your experiences; no one is born under the exact set of circumstances, and therefore no one else can make the same contribution to the world that you can. From life's point of view, each one of us is special. If you have not been told this enough, you must uncover it for yourself. And we have to uncover it for each other. No one can do what you can do. No one can take your place in the Universe.

From the book “Creating the Work You Love”
Rick Jarow – Professor and alternative career counselor

Trust the process.

Personal Vision

STEP 2: BEGIN WITH THE END IN MIND

“Your vision will become clear once you can look into your own heart.

Who looks outside dreams. Who looks inside... awakens.” ~Carl Jung

Name: _____

Date: _____

1- CURRENT STATUS (THE TRUTH)

2- ONE YEAR GOALS (LOOK BACK)

3- WHY THESE GOALS ARE IMPORTANT

4- CAPABILITIES NEEDED TO ACHIEVE GOALS

Trust the process.

What if you...

- ...got to be your full outrageous, amazing self?
- ...took a risk and shared your creativity
- ... let your essence shine?

Live A Life of Purpose

Having a life of purpose is not about money, success or material rewards that come from doing. It's mostly about BEING! It's about living a life of value and integrity, in which you consistently listen to your voice of wisdom and act on your deepest principles.

Identify your unique gifts and talents through finding what has ease, energy and is enjoyable.

****Remember****

Your life is a work of art and you are the artist. True creativity is being yourself. Ease is not to be confused with easy. Energy: Does this make you feel heavy or light? Enjoyment follows the 80/20 rule. Do it with ENTHUSIASM!

Trust the process.

Name: _____

Date: _____

1

LEVEL 1: Why do you want to be successful in life?

2

LEVEL 2: Why is it important to you to _____?

3

LEVEL 3: Why is it important to you to _____?

4

LEVEL 4: Why is it important to you to _____?

5

LEVEL 5: Why is it important to you to _____?

6

LEVEL 6: Why is it important to you to _____?

7

LEVEL 7: Why is it important to you to _____?

Trust the process.

1

List 3 things that make you stand out from your competition.

2

List 3 specific skills you've developed that make you successful at what you do.

3

List 2 things in your business that make you the happiest and are things you would never outsource.

4

Write down 2-3 stories that were turning points in your life. Your "epiphany" moments.

Trust the process.

"...Our deepest fear is not that we are inadequate. Our deepest fear is that we are powerful beyond measure. It is our light, not our darkness, that most frightens us. We ask ourselves, who am I to be brilliant, gorgeous, talented, fabulous? Actually, who are you *not* to be? You are a child of God. Your playing small doesn't serve the world. There's nothing enlightened about shrinking so that other people won't feel insecure around you. We are all meant to shine, as children do. We were born to make manifest the glory of God that is within us. It's not just in some of us; it's in everyone. And as we let our own light shine, we unconsciously give other people permission to do the same. As we're liberated from our own fear, our presence automatically liberates others..."

From A Return to Love by Marianne Williamson

Trust the process.

Master Your Mind Master Your Destiny

STEP 3: FIND YOUR VOICE AND ENCOURAGE OTHERS TO FIND THEIRS

Top 5 Insights?

1. _____
2. _____
3. _____
4. _____
5. _____

Top 3 Action Items to Put Insights in Motion.

1. _____

2. _____

3. _____

I know I'm Successful When ...

- | | |
|-------|-------|
| 1. _ | 5. _ |
| _____ | _____ |
| 2. _ | 6. _ |
| _____ | _____ |
| 3. _ | 7. _ |
| _____ | _____ |
| 4. _ | 8. _ |
| _____ | _____ |

Trust the process.

Name: _____

Date: _____

1

What was your biggest needle mover in the last 90-180 days?

2

What are 3 positive impacts it has made?

3

How can you add fuel to it to make it even better?

4

What's the #1 thing it could do for you and your business in the next 12 months?

5

What are 3 steps you could share with the group so they can model it?

Trust the process.

Name: _____

Date: _____

1

What's the biggest problem you are facing?

2

What are your possible solutions to your problem?

3

What's an opportunity you want to capitalize on?

4

What are the best strategies or ideas to optimize this opportunity?

Trust the process.

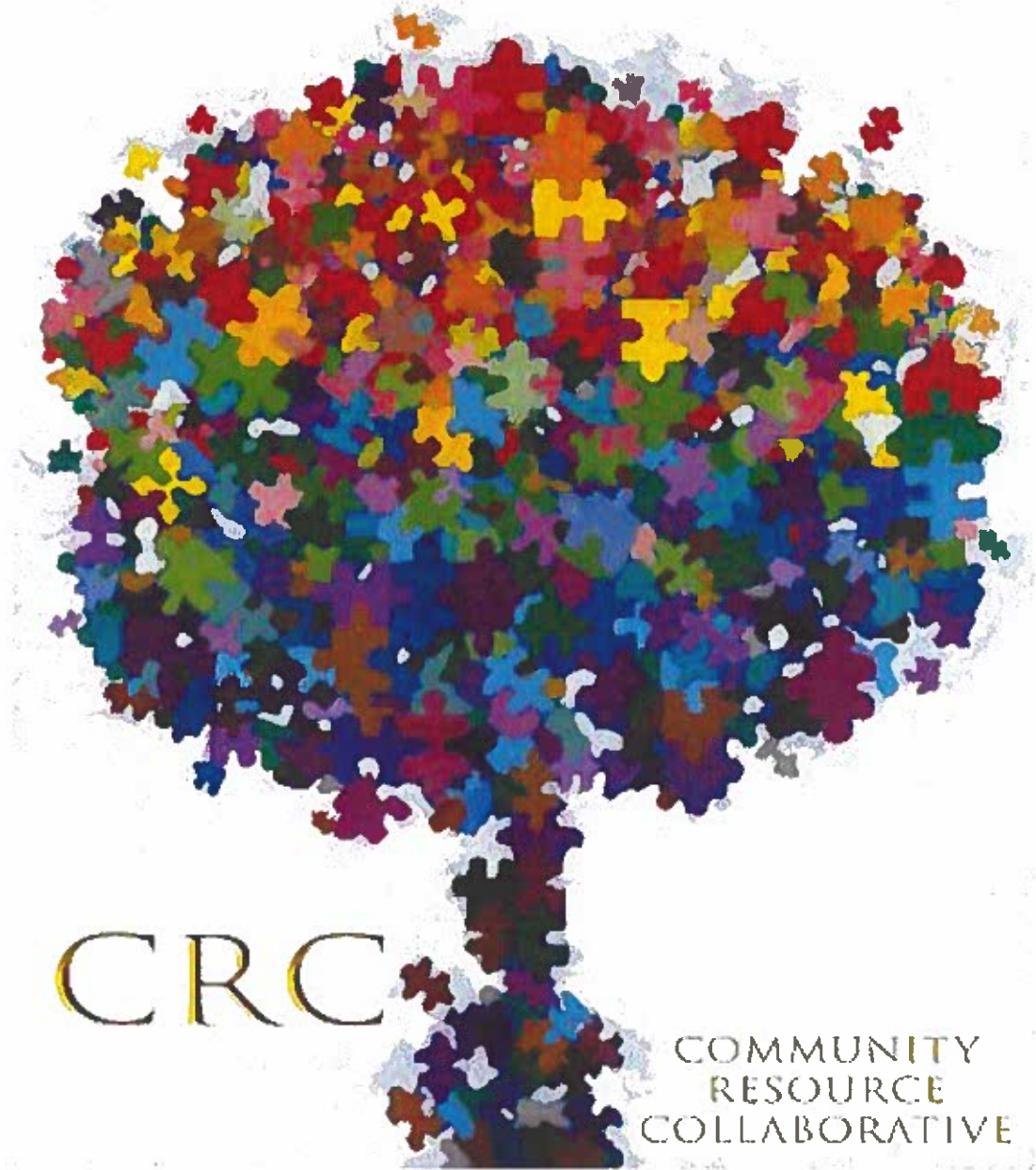
Where focus goes energy flows

Nothing works unless you do

WIN - what's important now

WIN WIN WIN

Trust the process.



Procurement Policy

Applies to: All Departments and Units of CRC

I PROCUREMENT

Procurement of goods and services for the Community Resource Collaborative must be conducted in an open and competitive environment to ensure that prices paid are fair and reasonable. Purchasing activities are conducted by administrative departmental employees. Purchasing activities include obligations for proper transaction documentation, fiscal responsibility, ethical behavior, adherence to federal and state government regulations, and compliance with Community Resource Collaborative by laws and policies.

Procurement Services provides support to the Community Resource Collaborative community in the selection, acquisition, use and disposal of goods and services by:

- A. Maximizing the Community Resource Collaborative's purchasing power by focusing on strategic sourcing and obtaining the best value.
- B. Leveraging its expertise in contract negotiations and supplier management to advantage the Community Resource Collaborative.
- C. Streamlining processes and investing in new technologies to provide administrative efficiencies.
- D. Ensuring that purchases are made in accordance with all applicable Community Resource Collaborative bylaws, laws, regulations, codes and ordinances.
- E. Minimizing risk exposure while maintaining flexibility in procurement activity.

II PROCUREMENT AUTHORITY

The procurement of goods and services is the responsibility of the administration team, in accordance with the bylaws, governed by the Board of Directors. Per Board of Directors Bylaws the procurement responsibility of the administrative team, overseen by the Treasurer of the Board of Directors. As a result, that team is responsible for assisting Community Resource Collaborative departments in the procurement process and for overseeing all procurement activities.

Through further but more limited delegation of authority, authorized department end users may commit funds on behalf of the Community Resource Collaborative using a Purchase Order or organization credit card for purchases under \$100.00. Department end users are not authorized to sign contracts and all contracts must be reviewed by the Executive Director and Board of Directors. The Community Resource Collaborative is not bound by and does not recognize as binding any promise or obligation made by an unauthorized person. Those signing external agreements or attempting to bind the Community Resource Collaborative by any other means without authority may be subject to legal and disciplinary action up to and including termination.

Only the Executive Director with a vote from the Board of Directors has the authority to negotiate and sign agreements. However, it is the responsibility of the Community Resource Collaborative unit to:

- A. Understand and uphold the Community Resource Collaborative's obligations under the agreement.
- B. Understand and oversee the supplier's performance, and notify Procurement Services of any significant performance issues.

Community Resource Collaborative units do not have the authority to change agreements; only the Executive Director with the Board of Directors may do so, and only after diligent review.

The Community Resource Collaborative requires special approval for and/or prohibits the purchase of certain goods and services. These restrictions come from various units across the Community Resource Collaborative. It is the responsibility of those units to maintain the information in a restricted commodities table and to advise Procurement Services of any unauthorized purchases.

Special approval does not exempt a transaction from the remainder of the procurement policy, including the competitive bid process. It is the Community Resource Collaborative unit's responsibility to be aware of restrictions on the purchases of goods or services being charged. If a Community Resource Collaborative employee has questions about whether an item is restricted, the executive team should be contacted before the purchase is made.

PURCHASING WITH SPONSORED FUNDS

Purchases using federal sponsored funds must be made in accordance with Uniform Guidance (2CFR 200): The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

ETHICAL CONDUCT

Care must be taken to avoid the intent and appearance of unethical practice in relationships, actions and communications. All procurement activities conducted on behalf of the Community Resource Collaborative must be in compliance with the standards outlined in federal, state and local laws; Community Resource Collaborative policies; and Procurement Services procedures. It is the responsibility of each team member of the Community Resource Collaborative to ensure that the Community Resource Collaborative does not knowingly enter into any purchase commitment that could result in a conflict of interest. Units with questions about a particular situation should contact Procurement Services. Procurement Services Management is the ultimate decision maker on whether a procurement related activity has the intent or appearance of unethical practice. Procurement Services may require individuals involved in supplier proposal evaluations or contract activities to sign confidentiality agreements and/or conflict of interest disclosures.

Procurement administration is charged with the responsibility of maintaining an open and competitive process for procuring goods and services. Bids and proposals from competing suppliers will be evaluated by administration which will also award contracts. As part of their stewardship responsibilities, departmental end users are encouraged to compare prices between suppliers even when the purchase amount does not require a formal bidding procedure. An open and competitive purchasing environment requires that information pertinent to the bidding process be kept confidential until the conclusion of the process.

A. CONFLICTS OF INTEREST

The Community Resource Collaborative is particularly diligent before entering into purchasing contracts with its employees, their family members or any other individual who would be perceived as having a potential conflict. Situations in which a supplier affiliated with a

Community Resource Collaborative employee is seeking a contract with the Community Resource Collaborative to provide the same or similar services that the employee provides in his or her position as a Community Resource Collaborative employee require special attention because of the high risk of a conflict. Community Resource Collaborative employees should not make purchasing decisions or otherwise influence the Community Resource Collaborative's decisions to do business with any supplier affiliated with the Community Resource Collaborative employee, a relative of the Community Resource Collaborative employee or any other individual who would be perceived as a potential conflict.

Community Resource Collaborative employees must promptly disclose in writing all actual or potential conflicts to a designated Community Resource Collaborative official as actual or potential conflicts arise or are identified. Similarly, the designated official must disclose in writing all actual or potential conflicts to Procurement Services Management. If found to be significant, the conflicts must be eliminated or managed. Community Resource Collaborative employees who are unsure whether a conflict exists are encouraged to contact the Executive Director and Board of Directors for help in determining whether disclosure is appropriate.

New York Public Act 317 of 1968 prohibits Community Resource Collaborative employees from soliciting, negotiating, renegotiating, approving or otherwise representing the Community Resource Collaborative or the supplier affiliated with the Community Resource Collaborative employee in transactions. In accordance with New York Public Act 317 of 1968, the Community Resource Collaborative may not enter into a contract with any supplier affiliated with a Community Resource Collaborative employee without first disclosing certain information to the Regents and receiving approval via a vote of the Board of Directors. Board approval must be obtained before proceeding with the transaction. A person who violates this law is guilty of a misdemeanor.

When purchasing with federal sponsored funds additional Uniform Guidance conflict of interest requirements apply.

GRATUITIES FROM SUPPLIERS

Community Resource Collaborative employees should neither solicit nor accept money, loans, credits, entertainment, favors, services or gifts from current or prospective suppliers. Such gratuities, even if of seemingly low value, can give rise to a conflict of interest or the appearance of a conflict of interest. In particular, Community Resource Collaborative employees should never accept gratuities from a current or prospective supplier that has submitted or may submit a bid for a Community Resource Collaborative contract for which a bid solicitation is being contemplated, developed or is actively accepting bids. If it is deemed necessary to visit a supplier site for a demonstration, the Community Resource Collaborative pays all related expenses.

B. CONFIDENTIALITY

Community Resource Collaborative employees must handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and governmental regulations. Community Resource Collaborative employees may not tell outside parties the prices, terms, or conditions quoted by other suppliers. Procurement Services must pre-approve all communications with outside parties regarding potential or anticipated procurement-affiliated relationships.

Community Resource Collaborative employees who receive Freedom of Information Act (FOIA) requests should contact the Community Resource Collaborative's Executive Director and Board of Directors.

IV. PURCHASING THAT REFLECTS CRC'S VALUES

Diversity, social responsibility and environmental sustainability are central to the Community Resource Collaborative's mission. The Community Resource Collaborative is committed to providing business opportunities to suppliers who help the Community Resource Collaborative honor these values.

DONATIONS AND CONTRIBUTIONS

Community Resource Collaborative resources are to be used to further the Community Resource Collaborative's mission. Article IX, Section 18 of the New York Constitution has been interpreted as strictly limiting the donation of Community Resource Collaborative resources to any person or entity. Community Resource Collaborative employees with questions about whether a transaction constitutes a donation should direct questions to the Community Resource Collaborative Treasurer. The Community Resource Collaborative Treasurer must approve any donations.

V. TAXES

Community Resource Collaborative purchases are not subject to New York sales and use taxes when used for educational and charitable purposes. Certain other states also honor this or have an equivalent rule. Community Resource Collaborative employees with questions about a particular situation should contact the Executive Director.

VI. FINANCIAL CONTROLS

Financial controls provide reasonable assurance of the effectiveness and efficiency of operations, compliance with laws and regulations, and reliability of financial reporting. Procurement internal controls focus on ordering, approving, receiving, and reconciling. Each Community Resource Collaborative unit should have the appropriate policies and procedures in place to provide for adequate controls in each of these steps within the procurement process and must separate among two or more people the duties of these steps; whenever possible, there should be no direct reporting relationship among these individuals.

VII. INFORMATION TECHNOLOGY SECURITY AND PRIVACY

All Community Resource Collaborative acquisitions of information technology or data goods and services are required to have a security addendum as part of their contract; and, where required, undergo a privacy and security assessment to ensure compliance with the Community Resource Collaborative's security program and governmental regulations.

Any vendor with access to client health information or employee information must follow Community Resource Collaborative rules to safeguard this information. When a vendor has access to this type of information, units must involve the Executive Director and Board of Directors in the transaction.

VIII. PROCURE- TO- PAY PROCESS

All purchases of goods and services must be done in an open and competitive environment to ensure that the prices that CRC pays are fair and reasonable. Below is an outline of the appropriate steps to take each time a purchase is made. Note that purchases of \$10,000 or more must also follow the competitive bid process, as described in the Competitive Bid Process section below.

A. DETERMINE NEEDS

The first step in the purchasing process is to determine the need. The specifications, performance standards and/or scope of work should be outlined. These items should be general in nature to allow for sufficient competition in meeting them; they should neither reference nor be written specific to a particular brand, model or company.

B. IDENTIFY POTENTIAL SOURCES

The Community Resource Collaborative requires and encourages competition among suppliers in providing goods and services to the Community Resource Collaborative. Competition provides the greatest opportunity for the Community Resource Collaborative to procure goods and services at the best value. Accordingly, those involved in supplier selection have the responsibility to search broadly and completely for viable suppliers. Sources for the goods or services should be considered in the following order:

1. Internal Service Provider: An Internal Service Provider is a Community Resource Collaborative unit that provides goods and/or services to another Community Resource Collaborative unit. Related costs are billed to the receiving unit using an approved

- recharge rate.
2. **Supplier with a Strategic Contract:** Strategic Contracts are contracts with suppliers that have been through a competitive process and the terms have been secured at the best value and are available to authorized users Community Resource Collaborative- wide. These suppliers provide goods and services with favorable terms for pricing, delivery and other factors and thus are the preferred source for purchasing goods or services from external entities. Administration should be contacted before placing large- quantity orders off of Strategic Contracts, as the orders may be eligible for additional discounts.
 3. **Other Supplier:** When neither of the aforementioned sources offers the goods or services that the unit needs, administration should be contacted to identify other suppliers. Administration team may establish a department- level contract if there is a purchasing need unique to a specific unit and either 1) the unit will be making repetitive purchases of a good and/or service from the same supplier over a period of time or 2) a contract is necessary to adequately define the goods and/or services to be provided.

C. COLLECT QUOTES AND SELECT BEST VALUE

It is generally good practice to price transactions and collect quotes from a variety of sources before selecting one. The lowest price may not always be the best value; Units should consider the total cost of ownership, which includes the purchase price, transportation, handling, inspection, quality, rework, maintenance, disposal and other associated costs. Units should purchase from responsible sources possessing the ability to perform successfully under the terms and conditions of the Community Resource Collaborative with consideration given to such matters as supplier integrity, compliance with public policy, record of past performance, and financial and technical resources. For purchases under \$10,000, department end users should obtain pricing from the supplier before creating a Purchase Order. Purchases of \$10,000 or more must follow the competitive bid process, as described in the Competitive Bid Process section below.

D. PLACE THE ORDER

If ordering from an Internal Service Provider, the Community Resource Collaborative unit providing the good or service should be contacted for instructions on how to place the order. Ordering methods for purchasing from a Community Resource Collaborative Contract vary. If not ordering from an Internal Service Provider, authorized Community Resource Collaborative employees may order goods or services using a Purchase Order or organization credit card. Because Purchase Orders offer the Community Resource Collaborative the best legal and financial protections, they are the preferred method for ordering goods and services. Administration, however, should be contacted before any repetitive purchases are made with a Purchase Order, as a supplier contract may be more appropriate and efficient. The Purchase Order is the mechanism that places the order with the supplier and provides a method for payment of the invoice; goods and services should not be obtained prior to the supplier receiving the Purchase Order. The order quantities, pricing and payment schedule on the Purchase Order should be established in the same way as the supplier will invoice. A Community Resource Collaborative credit card, granted to authorized users, that the Community Resource Collaborative issues through a banking institution and that the Community Resource Collaborative pays directly. Credit cards are intended for travel and hosting and for small- dollar, infrequent transactions. Credit cards should rarely be used to make purchases from payment systems that do not provide on the credit card statement visibility into the item(s) that was purchased (e.g., PayPal, Google Wallet, etc.). If such a system is the only way the supplier accepts payment, detailed receipts showing the final supplier and item details must be provided.

The credit card should be used when a supplier does not accept a Purchase Order and when buying goods or services not available through Internal Service Providers or Community Resource Collaborative

Contracts. The credit card should not be used to make a purchase that will be reimbursed by an external party. The cardholder is accountable for all purchases made on his or her card and must keep all required receipts. Cardholders or their delegates must expense credit card

transactions monthly in Concur and secure the appropriate Community Resource Collaborative unit approval(s).

Cardholders should contact administration as needs arise or are identified for 1) purchases to any one supplier or for any one good or service for \$5,000 or more; 2) more than \$25,000 in purchases of any good or service in one year; or 3) more than six purchases of any good or service in a year. Procurement Services will assist the cardholder in determining if another procurement method is more appropriate.

E. RECEIVE THE GOODS OR SERVICE

Community Resource Collaborative units have a number of responsibilities related to receiving goods and services. The Community Resource Collaborative's system of internal controls requires that the proper separation of duties in completing these tasks, i.e., different individuals perform the various functions of the procurement process. Persons who are authorized to procure goods and services may not approve those transactions or be connected to the payment of those transactions.

It is Community Resource Collaborative practice to have suppliers' direct shipments to either the location of the departmental end user or to an appropriate receiving point. Suppliers may only direct shipments to either a Community Resource Collaborative address or other Community Resource Collaborative- approved location. Upon receipt, the Community Resource Collaborative unit should immediately inspect the shipment to be sure that it is correct, complete and not damaged.

1. If there are any order- related problems, including discrepancies in pricing or amount, incorrect or missing items, etc. the supplier should be contacted immediately.
2. If the goods are damaged, save all materials and the shipper should be contacted to come and inspect the items.
3. If either of these situations arise or if there are delivery or supplier performance issues, contact Accounts Payable before the payment terms expire to request a hold on payment. Once an invoice is paid, Procurement Services' ability to provide assistance in resolving disputes is diminished.

If there is a problem with goods or services received and they were purchased through a Community Resource Collaborative Contract, then administration can provide assistance in resolving disputes with suppliers. For supplier performance tracking, Community Resource Collaborative units should notify administration team of any significant supplier performance issues.

Finally, the Community Resource Collaborative unit is responsible for returning items that need to be returned and for verifying that the proper credit, if needed, is made to the affected chart field combination.

F. INVOICING AND PAYMENT

Accounts Payable is responsible for processing the payment of goods and services to suppliers in compliance with Community Resource Collaborative policies and standard processes, external regulations and legal requirements. It is standard process for suppliers to send invoices directly to Accounts Payable. Suppliers that send invoices to Community Resource Collaborative units may experience delays in payment. If a Community Resource Collaborative unit receives an invoice, it should be scanned immediately and a copy of that invoice should be emailed to Accounts Payable.

When a Community Resource Collaborative unit approves a payment, it is attesting that it received the good or service, where applicable; that the payment amount is correct; that the payment should be made; and that the payment is business appropriate.

G. RECONCILE STATEMENTS

Community Resource Collaborative units must reconcile their Statements of Activity and credit card statements on a timely basis to:

1. Verify the business appropriateness of each transaction.
2. Confirm that all purchases were allowable and within budget and spending limits.
3. Ensure proper reporting of payments to suppliers.
4. Resolve any errors as soon as possible.
5. Check that proper credits have been made.
6. Ensure that the appropriate buying method was used.

As part of this process, the statement should be matched to the Purchase Order and packing slip or other documentation that documents the transaction.

H. MAINTAIN RECORDS

Community Resource Collaborative units must maintain records. When purchasing with sponsored funds, the retention requirements may be much longer.

I. COMPETITIVE BID PROCESS

Community Resource Collaborative require that all transactions \$10,000 and greater be competitively bid. Competitive bidding is the process that allows the Community Resource Collaborative to properly survey the marketplace and secure goods and services at fair and reasonable prices. It helps ensure that the Community Resource Collaborative receives goods and services of the best value while also satisfying federal, state and Community Resource Collaborative requirements. Demonstration is the authorized organization to conduct the competitive bid process. For transactions less than \$10,000, units may request administration to conduct a competitive bid process.

Goods or services bought from Internal Service Providers are exempt from this requirement since the transactions are internal to the Community Resource Collaborative. Similarly, because Procurement Services has already completed a competitive analysis for suppliers with Community Resource Collaborative Contracts, it is not necessary to hold another competitive bid process for purchases from those contracts.

Splitting a transaction into smaller dollar amounts, delaying, staggering purchases, and using multiple staff members to purchase the same or related items to avoid the competitive bid process are serious policy violations. All transactions found to be in violation of the Community Resource Collaborative's competitive bid process will be reported to the administration as unauthorized purchases. Employees responsible for violating transaction(s) may be subject to disciplinary action up to and including termination.

Although administration conducts the competitive bid process, Community Resource Collaborative units have responsibilities as well. Upon request, administration will assist Community Resource Collaborative units with any of their responsibilities related to the competitive bid process.

J. SUBMIT SPECIFICATIONS

Community Resource Collaborative units must outline and submit to administration the detailed specifications, performance standards and/or scope of work of the goods or services needed. These items should be generic in nature to allow for sufficient competition in meeting them; they should neither reference nor be written specific to a particular brand, model or company. If a supplier's assistance is required to develop the bid specifications that supplier cannot submit a bid without approval of the administration and all materials gathered or prepared must be shared with all potential bidders.

K. SOLICIT BIDS

Informed by the specifications that the Community Resource Collaborative unit provides, administration develops and issues a Request for Information (RFI), Request for Quotation (RFQ) or Request for Proposal (RFP) to solicit bids from suppliers. Each supplier receives the same directions, information, terms and conditions. Procurement Services only considers valid those submissions from suppliers that meet the bid requirements and are sent to Procurement Services by the specified deadline.

L. EVALUATE PROPOSALS

Administration works with the Community Resource Collaborative unit to assess each proposal to determine which represents the best value to the Community Resource Collaborative.

An open and competitive purchasing environment requires that information related to the bidding process be kept confidential; Community Resource Collaborative employees must conduct themselves ethically, as described above, at all times. Suppliers must contact the administration to obtain bid results.

M. NEGOTIATION THE AGREEMENT AND MAKE THE AWARD

The executive team is the only Community Resource Collaborative department with the authority to negotiate and sign procurement contracts. Department end users are not authorized to sign contracts.

N. SOLE SOURCE PROCESS

The State and federal government, our granting agencies and other stakeholders, expect the Community Resource Collaborative to make purchases in an open and competitive environment to ensure that the Community Resource Collaborative receives fair and reasonable pricing. Because a sole source process doesn't include a survey of the marketplace nor competition among suppliers, it makes it difficult for the Community Resource Collaborative to meet these expectations. Despite these drawbacks, there are some situations in which a sole source process is in the best interest of the Community Resource Collaborative:

- O. If only one supplier provides the good or service.
- P. If an emergency purchase is necessary to avoid or mitigate a significantly disruptive event. In such a case, Community Resource Collaborative units must first contact administration to approve the purchase.

Units must not create or attempt to create sole source situations through delay or other manipulation of the procurement process. Administration will work with units to determine whether a sole source situation exists and, in such cases, reserves the right to negotiate pricing or solicit additional information. For those non-competitive transactions, a report is developed for quarterly submission to the Board of Directors.

Q. NON-PURCHASE ORDER PROCESS

The Non- Purchase Order Voucher (Non- PO Voucher) is a method of payment to be used primarily for reimbursements for guests. It may also be used in limited circumstances with prior approval from demonstration for payments when a supplier will not accept a Purchase Order or credit card. It is not an ordering method. Non- PO Vouchers for \$10,000 or more must have prior approval from the Board of Directors. Additionally, Non- PO Vouchers should not be used for purchases that are recurring in nature and total more than \$10,000 in transactions per year to an individual supplier, unless the Board of Directors gives prior approval. Accounts Payable must receive receipts with approved Non- PO Vouchers before payment will be processed.

IX. PETTY CASH

The Community Resource Collaborative reimburses suppliers using petty cash, when use of a Purchase Order or credit card is impractical and the expenditure is of a low dollar amount.

X. SUPPLIER MAINTENANCE

Suppliers and Community Resource Collaborative units may request the creation, update or inactivation of a supplier record.

Hard copies of this document are considered uncontrolled. If you have a printed version, please refer to the Community Resource Collaborative Board for the most recent version.

Standards of Conduct

NOTHING IN THIS POLICY IS INTENDED TO LIMIT YOUR RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT, OR TO MODIFY THE AT-WILL EMPLOYMENT STATUS WHERE AT-WILL IS NOT PROHIBITED BY STATE LAW.

Community Resource Collaborative's work environment promotes job satisfaction, respect, responsibility, integrity, and value for all our mentors, clients, customers, and other stakeholders. By deciding to work here, you agree to follow our rules. Here is an inconclusive list of common-sense infractions that could result in discipline, up to and including immediate termination of employment:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on CRC property (including in CRC vehicles), or on CRC business.
- Inaccurate reporting of the hours worked by you or any other mentors.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the CRC or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying CRC property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow mentor, vendor, or customer.
- Disclosure of CRC trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the CRC or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow mentors on CRC premises during working hours.
- Failure to dress according to CRC policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this CRC.
- Gambling on CRC premises.
- Lending keys or keycards to CRC property to unauthorized persons.

CODE OF ETHICS

CONFIDENTIALITY AND NONDISCLOSURE OF TRADE SECRETS

As a condition of employment, Community Resource Collaborative team members are required to protect the confidentiality of CRC trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the CRC. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

Team members of the organization will have access to confidential information of the organization and our clients. Confidential information includes, but is not limited to, SSNs, Driver's License Numbers, Account Numbers, and information concerning investor suitability.

Disclosure of confidential information might seriously damage the Company's or clients' competitive position and therefore such action will not be tolerated. This non-disclosure applies during and after a team member's employment. Any copying, reproducing, or distributing of confidential information in any manner must be authorized by management. Confidential information remains the property of the organization. Team members are never permitted to remove hard copy files containing confidential information from the office. Team members must have their company computer password protected and set to lock after 15 minutes of inactivity.

Team members are expected to adhere to all guidelines to protect confidential information as outlined in our compliance document, Written Supervisory Procedures (WSP).

CONFLICT OF INTEREST

CRC requires that team members protect organization information and avoid outside activities or relationships, which do or could adversely influence their decisions or actions on the job. Conflict of interest situations, which could arise while moonlighting for a competitor of ours, should also be avoided.

Other examples of conflict of interest could be: Serving as a board member or director of a competing firm, holding financial interest in a competing organization, or being self-employed in an occupation which competes with the organization, or ownership, partnership, or personal involvement in supplier companies or distribution outlets related to organization business. If team members have any question whether a situation is a conflict of interest, employees should discuss the matter with their supervisor.

If you have information that leads you to suspect that mentors are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your manager.

CUSTOMER, CLIENT, AND VISITOR RELATIONS

Community Resource Collaborative strives to provide the best products and services possible to our customers and clients. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your manager immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your manager or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our CRC as a leader in its field.



ShelterPoint Life Insurance Company

1225 Franklin Avenue, Ste. 475

Garden City, NY 11530

Fax: 516.504.6412 (main) | 516.504.6436 (service) | 516.504.6414 (claims)

Phone: 800.365.4999 (516.829.8100)

www.shelterpoint.com

COMMUNITY RESOURCE COLLABORATIVE, INC.
100 COLLEGE AVE SUIT E 130
ROCHESTER NY 14607

2/16/2022

Dear Policyholder:

We at ShelterPoint Life thank you for accepting us as your insurance carrier for New York State disability (DBL) benefits, including Paid Family Leave (PFL) benefits if applicable. Our coverage is provided in accordance with the provisions of New York State Workers' Compensation Law, Article 9. We require an authorized signature on the Disability Policy application for our records. If you have not already done so, please sign and return the enclosed application as soon as possible using the address indicated above.

We will file the Workers' Compensation Board Form DB-820/829 (commonly referred to as Certificate of Insurance) with the Workers' Compensation Board to show proof of your disability coverage. This filing is required by law.

Claim forms, posting notices, and other materials are available on our website www.shelterpoint.com.

If any additional coverage was requested during the application process, the relevant materials, policies, certificates and applications are also included in this package..

Should you have any questions about your disability benefits insurance policy, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads 'Kathleen A. McAuliffe'.

Kathleen A. McAuliffe
Sr. Vice President, Client Services & Administration



Welcome to ShelterPoint Life!

ShelterPoint Life is pleased to present your new Statutory Disability Benefits Law (DBL) policy providing disability benefits in New York State.

In placing your DBL policy with ShelterPoint Life, your broker has ensured something beyond compliance: the ease and security of working with **The DBL Experts**, and an industry leader in statutory disability insurance. We currently insure more than 150,000 policyholders and are proud to welcome you as one of them.

For service around the clock, visit our website:

www.shelterpoint.com

Here you'll find our **policyholder online services** (some may require registration) which make working with us faster, easier, and more efficient. The following time-saving tools are some of our top online features which will be most useful to you.

- **Pay premiums online** with our E-pay feature (DBL & BaseLine Insurance) – no registration is required!
- **Check DBL claim status and claim payments 24/7** for a specific claimant or for the whole group. (Your employees can also register to monitor their own claim status.)
- **Download a DB-120.1 and DB-120**

Additionally, here are some helpful tips on how to make your DBL claims process with us as smooth as possible:

The DB-450 Claim Form is the initial form used to file a disability benefits claim. It's important that this form be filled out **completely and legibly**. You and your employees can instantly download this form and fill it out electronically at:

www.shelterpoint.com/DB450form

Below are the most common mistakes made when filling out this form:

- Filing a claim before your employee is out of work and certified as disabled by their health care provider.
- Filing a claim without medical certification of disability.
- Filing a claim without employment confirmation details.

We've put together a **handy step-by-step guide** with complete details on how to fill out each section of the DB-450. You and your employees can download it at:

www.shelterpoint.com/dblclaimsguide

If you still need more help, your broker has direct access to all of our departments, so you can count on expert attention and fast service on your claims. Your ShelterPoint Life broker is:

**GERARD P. SMITH INSURANCE AGENCY INC
4 EAST MAIN ST
WEBSTER NY 14580**

Phone: 585-872-5700

Fax: 585-872-2073



ShelterPoint Life Insurance Company

1225 Franklin Avenue, Ste 475

Garden City, NY 11530

Fax: 516.504.6412 (main) | 516.504.6436 (service) | 516.504.6414 (claims)

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www.shelterpoint.com

New York State Disability Benefits Policy Summary

Dear Policyholder:

The following is a summary of your New York State DBL Policy (DBL), including Paid Family Leave (PFL) benefits if applicable. Please review this information and the pages that follow. If you require assistance or changes to your coverage, please contact your ShelterPoint Life producer.

Sincerely,

Policy Service
ShelterPoint Life

Policyholder: COMMUNITY RESOURCE COLLABORATIVE, INC.

Address: 100 COLLEGE AVE SUIT E 130
ROCHESTER NY 14607

Your Policy Number: DBL658659

Effective Date of Coverage: 02/16/2022

Anniversary Date: 02/16/2023

Benefit Level: Statutory Benefits

Current Employee Count: 1

Billing Cycle: Annual Billing Cycle

Rate for Coverage: DBL Rate: 18.00 per Male 39.00 per Female
PFL Rate: 0.511% of Covered Payroll up to the annualized NYSAWW

Your ShelterPoint Life Producer: GERARD P. SMITH INSURANCE AGENCY INC
4 EAST MAIN ST
WEBSTER NY 14580
585-872-5700

The following Riders & Endorsements have been included: * Paid Family Leave Rider FORM (SPL DB 0920 F)

Exclusively for Employees of: **COMMUNITY RESOURCE COLLABORATIVE, INC.**

Each Employee must retain a copy for their records!

Additional posters are available for download at: www.shelterpoint.com/employerresources

Employees covered under ShelterPoint Life DBL are covered under all of the following benefits - even part-time employees:

DBL Benefit Level: 1x

- 50% of your average weekly wage to a maximum benefit of **\$170/week**.
- Maximum duration: 26 weeks of consecutive disability.
- Waiting period: 7 days (benefits begin on the 8th consecutive day of disability).

Paid Family Leave Rider

- In 2022; provides up to 12 weeks of job-protected paid leave to bond with a new child, care for a seriously ill family member, or attend to family matters due to a military exigency
- No waiting period
- Benefits payable: 67% of your average weekly wage to a max benefit of \$1,068.36 per week in 2022
- Learn more at www.shelterpoint.com/pfl

Submit Claims to:

Download claim forms at: www.shelterpoint.com.

Print and send completed form to: claimforms@shelterpoint.com

You can submit prior claim incidents for consideration!

The information in this material is for illustrative purposes only, providing a general overview of the services described. All coverage extends up to policy limits. Policies are reviewed annually and may be cancelled for nonpayment. Please refer to the policy and certificate for coverage details, a complete listing of covered services, policy provisions, conditions, exclusions, and terms under which the policy may be continued or cancelled. In the event of conflicting information with the policy, the policy will take precedence over what is shown in this material.



NEW YORK DISABILITY BENEFITS LAW INSURANCE POLICY
This Policy is Governed by the Laws of the State of New York

POLICY NO. DBL658659

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In return for payment of the stated premiums by the policyholder named in the application attached to this policy, ShelterPoint Life Insurance Company (ShelterPoint Life or the Company) will pay disability benefits to each employee in a listed class as required under Section 204 of the New York State Disability Benefits Law (New York State Workers' Compensation Law Article 9), subject to the terms and conditions stated in this policy and the statements in the attached application.

This policy provides benefits only

1. for a disability which begins during the term of this policy; or
2. for any employee whose employment with the policyholder terminates during the term of this policy, for a disability that begins within 4 weeks after termination of his employment and prior to the first day employee performs any work for remuneration, profit or benefit received, for an employer other than the policyholder or a subsidiary or an affiliate of the policyholder, provided the new employer is a covered employer under the Disability Benefits Law.

See VIII. **Effective Date of Employee's Coverage** for specific information on the date coverage begins.

This policy becomes effective at 12:01 a.m. on the date shown in the master application. Policy anniversaries will be 12:01 a.m. each year after the policy effective date. Policies are continuous; renewal dates are for premium information only.

This policy is signed at the Home Office of the Company in New York on the date of issue.

This policy is subject to all of the terms contained in the following pages. All provisions of the New York State Disability Benefits Law are considered a part of this policy, as if the provisions were contained herein, so far as those provisions apply to the disability benefits provided by the policy.

The policyholder may act for or on behalf of any and all employers, subsidiaries and affiliates named in the master application attached to this policy in all matters pertaining to this policy. Any act taken by the policyholder shall be binding on those employers, subsidiaries and affiliates named in the master application.

This policy, any attached riders and endorsements, and the signed master application are the entire contract of insurance. Any statement made in connection therewith by an applicant, policyholder, or insured, absent fraud, will be deemed a representation and not a warranty. No misrepresentation made by an applicant, policyholder, or insured will reduce benefits or avoid the insurance, unless that statement is contained in a written document, signed by the applicant, policyholder, or insured and the applicant, policyholder, or insured is or has been furnished with a copy of the document. Such misrepresentation must be material. No misrepresentation shall be deemed material unless the Company's knowledge of the facts misrepresented would have led to the Company's refusal to issue the policy.

No change or amendment to the terms of this policy will be valid unless it has been approved by the Chief Executive Officer, a Vice President, or the Secretary of the Company and is shown by an endorsement to this policy or is attached hereto. No agent has the authority to change this policy or waive any of its provisions;

to accept any premiums in arrears; to extend the due date of any premium; to waive any notice of claim required by this policy; or to extend the date for submission of a notice of claim.

I. ASSIGNMENT BY POLICYHOLDER

This policy shall not be assigned or transferred without the written consent of the Chief Executive Officer, a Vice President, or the Secretary of the Company.

II. CANCELLATION OF THE POLICY

This policy may be canceled in whole or for any one or more classes of employees for non-payment of premium. Cancellation for non-payment of premium will be effective 10 days after the date stated in a written notice of cancellation provided by the Company to the policyholder, to each employer whose employees will no longer be covered and to the Chairman of the Workers' Compensation Board .

The policyholder must provide written notice at least 20 days prior to any premium due date of any cancellation of coverage for the employees of any one or more subsidiaries or affiliates, effective on the next premium due date. Confirmation of the cancellation notice and date of cancellation will be sent to the policyholder and to each employer whose employees will no longer be covered, as stated above.

Cancellation for any reason other than non-payment of premium shall be effective 31 days after the date stated in a written notice of cancellation provided by the Company to the policyholder or by the policyholder to the Company and at least 31 days after notice of cancellation is filed in the office of the Chairman of the Workers' Compensation Board of the State of New York. Cancellation due to obtaining insurance from another carrier shall be effective as of the effective date of that new insurance, rather than as of the date stated in the cancellation notice.

The policyholder shall be required to pay all unpaid premiums for insurance on employees of a subsidiary or affiliate to the date of cancellation of insurance. Premiums for cancelled insurance shall be adjusted on a pro-rata basis from the last premium date to the date of cancellation.

Coverage of an insured will end on the earliest of:

1. the date this policy is terminated;
2. 10 days after the date stated in the written notice of cancellation sent to the policyholder for failure to pay the premium due; or
3. the date the employee ceases to be eligible for coverage under this policy.

III. PROVISIONS REQUIRED BY STATUTE

An employee who suffers a disabling injury or illness and gives notice to his employer shall be deemed to have given notice to ShelterPoint Life. For the purpose of the Disability Benefits Law and this policy, jurisdiction shall be deemed to be New York State. ShelterPoint Life shall be bound in all actions pertaining to this policy by the New York State Disability Benefits Law, and the orders, findings, or decisions rendered in connection with the payment of benefits under that law and the New York State Insurance Law and Regulations thereunder.

The Chairman of the Workers' Compensation Board of the State of New York shall have the right to enforce any provision of this policy on behalf of an employee entitled to benefits under this policy. Enforcement shall be by filing of a separate application or by making ShelterPoint Life a party to the original application. Payment in whole or in part of any benefits by the policyholder, the subsidiary or affiliate employer or the Company shall be a bar to recovery against the non-paying policyholder, subsidiary or affiliated employer or the Company.

Bankruptcy or insolvency of the policyholder, subsidiary or affiliated employer shall not relieve the company of any of its obligations under this policy.

In accordance with the requirements of the Disability Benefits Law, when this policy is terminated, any excess of employee contributions applied to the cost of the insurance but not used to pay premiums to the date of termination shall be used by the policyholder only as set forth in Section 216 of the Disability Benefits Law. Rules governing the distribution of these excess employee contributions are set by the Chairman of the Workers' Compensation Board.

All benefits payable under this policy or under any attached rider or endorsement shall be payable in accordance with the provisions of the Disability Benefits Law. Any provision of this policy which is contrary to the Disability Benefits Law shall be null and void as to that provision only; all other provisions shall remain in effect.

IV. INFORMATION REQUIRED FROM POLICYHOLDER

The policyholder will give to the Company all information which the Company may reasonably require with regard to this policy. All documents, books, and records which pertain to this policy shall be open for inspection by the Company at all reasonable times during the continuance of this policy and for 6 years after the final termination of this policy.

V. CLAIM NOTICES

Written notice of a claim must be given to the policyholder or covered subsidiary or affiliated employer and sent to the Company within 30 days after the start of the disability. The notice must contain all information necessary to identify the policyholder, the subsidiary or affiliated employer. The notice must also specify the employee's name and address, and the time, place, circumstances and nature of the disability. No benefits shall be required to be paid for any period more than 2 weeks prior to the date on which required proof of disability is provided to the Company unless it is shown to the satisfaction of the Chair of the Worker's Compensation Board to be not reasonably possible for the insured to have provided proof sooner and such proof was provided as soon as possible. No benefits shall be paid unless the required proof of disability is provided to the Company within 26 weeks of the start of the period of disability.

VI. PREMIUM & PREMIUM RATES

Premiums will be calculated and must be paid on the basis specified in the attached application. The Company will bill for each premium after the initial premium. The policy anniversary date shall be 12 months following the first day of the calendar quarter coinciding with or next following the effective date of this policy. There is a grace period of 31 days from the premium due date for all payments except the initial payment. The policy remains in effect during the grace period. All premiums due under this policy are to be remitted to the Company by the policyholder.

The Company may establish new premium rates as of the effective date of any amendment to the Disability Benefits Law which affects or alters the Company's obligation under this policy. Any such change will be set forth in a rider to be attached to this policy. The Company reserves the right to change the premium rates after this policy has been in effect for 12 calendar months, or on any premium due date thereafter, by notifying the policyholder in writing at least 31 days in advance of the date the rate change becomes effective. If the policyholder does not pay the new premium, this policy will automatically terminate for non-payment 31 days after the due date of the first premium payment reflecting the rate change.

VII. STATUTORY ASSESSMENTS

The Company will pay any assessments levied on the total payrolls of employees covered under this policy pursuant to Sections 214-2, 214-3 and 228 of the Disability Benefits Law of New York.

VIII. EFFECTIVE DATE OF EMPLOYEE'S COVERAGE

Each employee eligible for insurance under this policy shall become insured as of the date of his eligibility to be placed in a class of employees. An employee who returns to work for the same employer/Policyholder after an agreed and specified leave of absence or unpaid vacation shall become eligible for benefits immediately upon return to work.



David G. Melman
Chief Legal Officer



Richard A. White
Chief Executive Officer

Rider

Family Leave Benefits

For Policy Number:

This rider amends your New York Statutory Disability Benefits Law (DBL) policy to provide family leave (PFL) benefits as required by law and described below. This rider replaces any previous family leave benefits rider. This rider is subject to all of the provisions of the DBL policy except as specifically modified by this rider. This rider and the DBL policy to which it is attached are governed by the laws of New York State.

This rider is effective

I. Definitions

Arbitration means the submission of a dispute to one or more impartial persons (as selected by the Chair) for a final and binding decision, known as an award.

Average Weekly Wage means for the purpose of computing the PFL benefit, the amount determined by dividing either the total wages of the employee in the employment of his last covered employer for the eight weeks or portion thereof that the employee was in such employment immediately preceding and including his last day worked prior to the first day of PFL, or the total wages of the last eight weeks or portion thereof immediately preceding and excluding the week in which PFL began, whichever is the higher amount, by the number of weeks or portion thereof of such employment.

For a sole proprietor, a member of a limited liability company, a member of a limited liability partnership, or other self-employed person who elects coverage under Article 9 of the Workers' Compensation Law (WCL), *average weekly wage* shall be determined by computing such person's total net income in the 52 week period immediately preceding the period of leave and dividing such total wages by 52.

Chair means the Chair of the NYS Workers' Compensation Board (WCB).

Child means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis.

Family Member means a child, parent, grandparent, grandchild, spouse, or domestic partner.

Foreseeable Qualifying Events include an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of a family member, the planned medical treatment for a serious injury or illness of a covered service member, or other known military exigency.

Grandchild means a child of the employee's child.

Grandparent means the parent of the employee's parent.

Parent means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

Providing Care may include necessary physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters, and personal attendant services.

Serious Health Condition means an illness, injury, impairment, or physical or mental condition, including transplantation preparation and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider.

Statewide Average Weekly Wage means the average weekly wage of employees in this State for the previous calendar year as reported by the NYS Commissioner of Labor.

Superintendent means the Superintendent of the NYS Department of Financial Services.

Wages means the money rate at which employment with a covered employer is recompensed by the employer as more fully set forth in 12 NYCRR 357.1 and in the case of a self-employed person, the person's self-employment income as defined in 26 U.S.C. § 1402(b).

II. Eligibility: Eligible Employees

A. A New York employee of a New York covered employer whose regular employment schedule is 20 or more hours per week will become eligible to receive PFL benefits during employment with such employer if:

(1) the employee has been in employment of the covered employer for at least 26 consecutive work weeks preceding the first full day leave begins;

(2) the employee has been in employment of the covered employer during the work period usual to and available during the entirety of at least 26 consecutive weeks preceding the first full day leave begins in any trade or business in which the employee is regularly employed and in which hiring from day to day is the usual employment practice; or

(3) the employee has been in employment of the covered employer during the work period usual to and available during the entirety of at least 26 consecutive weeks preceding

the first full day leave begins and such consecutive weeks are tolled by the employer during periods of absence that are due to the nonconsecutive nature of that employment and employment is not terminated during those periods of absence.

B. A New York employee of a New York covered employer whose regular employment schedule is less than 20 hours per week will become eligible to receive PFL benefits during employment with such employer if the employee has been in employment of the covered employer and has worked 175 days in such employment preceding the first full day leave begins.

C. The use of scheduled vacation time; the use of personal, sick or other time away from work that has been approved by the employer; or other periods where the employee is away from work but is still considered to be an employee by the employer are counted as days/weeks of employment for purposes of determining eligibility to receive PFL benefits during employment, so long as the required PFL premium is paid by the employee during such periods of time.

D. Periods of temporary disability taken pursuant to DBL shall not be counted as days/weeks of employment for purposes of determining eligibility to receive PFL benefits during employment.

E. An employee who is eligible for both DBL benefits and PFL benefits during the same period of 52 consecutive calendar weeks shall not receive more than 26 total weeks of combined DBL benefits and PFL benefits during that period of time.

F. FMLA. In the event that a period of PFL benefits received by an eligible employee is concurrently designated as leave pursuant to the Family and Medical Leave Act ("FMLA") by an employer, the employer shall comply with the notification requirements pursuant to 12 NYCRR 380-2.5(g).

III. Premium

A. The employer is responsible to collect the premium contributions for the statutory PFL coverage from each covered employee. The employer is not required to fund any portion of the statutory PFL benefit.

B. The employer may collect employee premium contributions for PFL while an employee is receiving PFL benefits.

C. The employer may not collect employee premium contributions for PFL if an employee is taking DBL leave and has not yet acquired eligibility for PFL benefits.

IV. Statutory PFL Benefits

A. An eligible employee may be entitled to benefits for leave taken from work for the following qualifying events:

(1) To participate in providing care, including physical or psychological care for a family member of the employee made necessary by a serious health condition of the family member;

(2) For the employee to bond with the employee's child:

- during the first 12 months after the child's birth;
- during the first 12 months after the placement of the child for adoption or foster care; or
- before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed; or

(3) Due to any qualifying exigency pursuant to FMLA, arising out of active duty or an impending call or order to active duty in the Armed Forces of the United States for the spouse, domestic partner, child or parent of the employee.

B. The weekly benefit for family leave commencing between January 1, 2020 – December 31, 2020, shall be:

- up to 10 weeks during any 52 consecutive week period; and
- paid at 60% of the employee's average weekly wage, not to exceed 60% of the statewide average weekly wage.

The weekly benefit for family leave commencing on or after January 1, 2021 shall be:

- up to 12 weeks during any 52 consecutive week period; and
- paid at 67% of the employee's average weekly wage, not to exceed 67% of the statewide average weekly wage.

The benefit rate for the employee's period of family leave shall be the rate that is in effect on the first day of family leave taken.

52 consecutive weeks is computed retroactively to the first day for which benefits are currently being claimed. A single claim may not cover more than 52 consecutive weeks.

C. Liability of ShelterPoint Life. The liability for PFL benefits payable for a single qualifying event in a 52-week period shall be the liability of ShelterPoint Life if ShelterPoint Life was providing coverage on the first day of family leave.

V. Requesting PFL Benefits

A. Foreseeable leave.

(1) The employee must provide 30-days advance notice to the employer prior to the first day of leave taken for a foreseeable qualifying event. If 30-days advance notice is not practicable, then notice must be given as soon as practicable. A sole proprietor, member of a limited liability company, member of a limited liability partnership or other self-employed

person, must provide 30-days advance notice to ShelterPoint Life prior to the first day of leave taken for a foreseeable qualifying event or as soon as practicable.

(2) The advance notice must include the anticipated timing and duration of the leave for;

(a) continuous leave; or

(b) intermittent leave. The employee should consult the employer on whether the employer may require the employee to provide notice as soon as practicable before each day of intermittent leave. The employee shall advise the employer and ShelterPoint Life of the schedule of intermittent leave. ShelterPoint Life may withhold payment pending submission of a request for payment together with the dates of intermittent leave.

(3) The employee shall advise the employer of any change in the timing and/or duration of the leave. The sole proprietor, member of a limited liability company, member of a limited liability partnership or other self-employed person shall advise ShelterPoint Life of any change in the timing and/or duration of the leave.

(4) If the employee fails to give 30-days advance notice of foreseeable leave to the employer, the employer may request that ShelterPoint Life delay the payment of benefits to the employee (known as a partial denial) for a period of up to 30 days from when the notice was given.

B. Unforeseeable Leave.

(1) When the need for continuous leave is unforeseeable, the employee must provide notice to the employer as soon as practicable. When the need for leave is unforeseeable, the sole proprietor, member of a limited liability company, member of a limited liability partnership or other self-employed person must provide notice to ShelterPoint Life as soon as practicable.

(2) When the need for intermittent leave is unforeseeable, the employer may require the employee to provide notice as soon as practicable before each day of intermittent leave. The employee shall advise the employer and ShelterPoint Life of the schedule of intermittent leave. ShelterPoint Life may withhold payment pending submission of a request for payment together with the dates of intermittent leave.

C. Requirements for Filing a Claim.

(1) The employee requests PFL benefits by completing the request for PFL which is either the PFL-1 claim form available on the New York State Paid Family Leave website or from ShelterPoint Life, or the format designated by ShelterPoint Life.

(2) The employee provides the employer with the request for PFL to complete the employer information section. The employer must complete its section and return the completed request to the employee within 3 business days. ShelterPoint Life may not deny a claim for failure of the employer to complete its section.

(3) The employee completes the appropriate certifications or proof of claim documentation. No benefits are required to be paid by ShelterPoint Life until the completed request for PFL together with the necessary certifications or proof of claim documentation have been submitted to ShelterPoint Life. (See item G. Certification/Proof of Claim Documentation below for additional information.)

(4) The employee submits the completed request for PFL together with the necessary certifications or proof of claim documentation to ShelterPoint Life no later than 30 days from the first day of leave. For a previously unspecified day of intermittent leave, the request for payment must be made within 30 days of the leave. If the Chair agrees that it was not reasonably possible to furnish the completed request for PFL together with the necessary certifications or proof of claim documentation within 30 days, then it must be submitted as soon as possible within the period of actual leave taken pursuant to Section IV. B. above.

(5) Once ShelterPoint Life receives the completed request for PFL together with the necessary certifications or proof of claim documentation, ShelterPoint Life must pay or deny the claim within 18 days.

(6) ShelterPoint Life shall make all reasonable efforts, consistent with the principles set forth in Executive Order 26, issued October 6, 2011, to communicate with respect to the PFL claim in the language identified by the employee in the request for PFL.

D. Incomplete Request for PFL using the PFL-1 claim form.

(1) ShelterPoint Life may deny a claim for PFL without prejudice within 18 days if:

- (a) the claim is incomplete; or
- (b) the certification or proof of claim documentation is insufficient.

(2) ShelterPoint Life must notify the employee of each piece of required missing information.

(3) When a PFL claim is denied without prejudice, the employee must refile within 30 days of the first day of leave. If the employee does not refile the completed request for PFL together with the necessary certifications or proof of claim documentation within 30 days of the first day of leave, ShelterPoint Life may deny the claim.

(4) Once ShelterPoint Life receives the completed request for PFL together with the necessary certifications or proof of claim documentation, ShelterPoint Life must pay or deny the claim within 18 days.

E. Advance Request for PFL for Foreseeable Qualifying Events.

(1) An Advance Request for PFL for a foreseeable qualifying event shall not be denied on the grounds that the request for PFL is incomplete.

(2) Within 5 business days of receipt of an incomplete request for PFL, ShelterPoint Life will provide the employee with:

- (a) notice that the claim is pending;
- (b) a list of the required missing information;
- (c) instructions for how to submit the missing information; and
- (d) contact information.

(3) Once ShelterPoint Life receives a completed request for PFL, ShelterPoint Life shall provide the employee a confirmation of receipt of the completed claim within 3 business days.

(4) If a completed request for PFL is received more than 18 days before the occurrence of a qualifying event, ShelterPoint Life shall send payment to the employee within 5 days following the qualifying event.

F. Denial of PFL Benefits. If ShelterPoint Life denies a request for PFL for reasons other than the claim is incomplete or the certification or proof of claim documentation is insufficient, the employee may not refile. A PFL denial must state the reason, repeat any relevant information filed in the request and include any other information considered by ShelterPoint Life in making the decision.

G. Certification/Proof of Claim Documentation.

(1) **Certification Updates.** ShelterPoint Life may require updates to the request for PFL, certifications, or proof of claim documentation for subsequent periods of PFL not covered by the initial documentation during the 52-week period following the initial request for PFL.

(2) **Bonding Certification.** For PFL taken to bond with the employee's child, the required information to be included in the certification is contained in the PFL-2 form available on the New York State Paid Family Leave website or from ShelterPoint Life.

(3) **Certification of a Serious Health Condition.**

(a) It is the employee's responsibility to obtain a medical certification from a health care provider and to provide ShelterPoint Life with the complete and sufficient certification for PFL taken due to the serious health condition of a family member. Failure to provide the certification may result in the denial of PFL benefits.

(b) The required information to be included in the certification from the health care provider is contained in the PFL-4 form available on the New York State Paid Family Leave website or from ShelterPoint Life.

(4) **Certification Relating to a Qualifying Military Exigency.**

(a) It is the employee's responsibility to submit a certification for PFL taken due to a qualifying military exigency. The information to be included in the certification is contained in the PFL-5 form on the New York State Paid Family Leave website or from ShelterPoint Life.

(b) ShelterPoint Life may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on active duty or called to active duty status, and the dates of the military member's active duty service.

(c) If the qualifying military exigency involves rest and recuperation leave, the employee must provide a copy of the military member's rest and recuperation orders, or other documentation issued by the military which indicates that the military member has been granted rest and recuperation leave and the dates of the military member's rest and recuperation leave.

(d) ShelterPoint Life may independently verify the employee's appointments with third parties and may verify the military member's active duty status.

VI. Payment of Benefits

A. The first payment of benefits shall be paid within 18 days of receipt of a completed request for PFL with the necessary certification or proof of claim documentation. Thereafter, PFL benefits shall be paid biweekly. In the event a completed request for PFL is received more than 18 days before the occurrence of a qualifying event, ShelterPoint Life shall send payment to the employee within five days following the qualifying event.

B. Payment of PFL benefits may be made in the same manner as the employee is paid wages from the employer (such as debit card, direct deposit, or check).

C. Payment Options. If ShelterPoint Life offers a choice of method of payment, ShelterPoint Life will contact the employee upon the receipt of the request for PFL and may require the employee to choose between debit card or direct deposit as the method of payment, unless the employee certifies the need for payment by check. If the employee fails to choose a method of payment, ShelterPoint Life may elect to make payment using either a debit card or a check. The employee may elect at a later time to change the default method of payment.

D. If ShelterPoint Life provides for payment methods in addition to a check, ShelterPoint Life must provide employees with written notice that meets the requirements of 12 NYCRR 380-5.6(e).

VII. Employee Use of Accruals and Employer Request for Reimbursement

Where an employer provides an option to employees to charge all or part of unused accruals or other paid time off to receive full salary during the period of family leave and the employee exercises that option, and the employee does not file a request for PFL benefits with ShelterPoint Life, the employer may request reimbursement from PFL benefits due by filing its claim for reimbursement with ShelterPoint Life in accordance with Workers' Compensation Law §205(2)(c).

VIII. Dispute Resolution

A. Informal Resolution. The employee and ShelterPoint Life shall make every effort to informally resolve a denial of PFL benefits.

B. Arbitration. In the event an informal resolution is unsuccessful, any party may seek a formal resolution through arbitration. Any claim-related dispute, including eligibility, benefit rate, and duration of family leave, is subject to arbitration pursuant to procedures promulgated or approved by the Chair of the Workers' Compensation Board. Awards are made in writing and are final and binding on the parties in the case subject to Article 75 of the Civil Practice Law and Rules.

IX. Exclusions and Limitations

(1) Prohibition on concurrent payments. DBL and PFL benefits are not payable concurrently.

(2) No employee shall be entitled to PFL benefits:

(a) For any disability occasioned by the willful intention of the employee to bring about injury to or the sickness of himself or another, or resulting from any injury or sickness sustained in the perpetration by the employee of an illegal act;

(b) For any day of PFL during which the employee performed work for the employer for remuneration or profit;

(c) For any family leave commencing before the employee becomes eligible for PFL benefits.

(3) A sole proprietor, a member of a limited liability company, a member of a limited liability partnership, or other self-employed person who elects coverage under Article 9 of the WCL shall be subject to a waiting period of 2 years from the effective date of this rider before PFL benefits are payable. During the 2 year waiting period, premium contributions for PFL coverage shall be payable.

X. Renewal/Cancellation/Termination

The renewal/cancellation/termination provision of the DBL policy shall apply to this PFL rider. The benefits contained within this PFL rider shall renew or cancel/terminate on the same renewal date or cancellation/termination date as the DBL policy.

XI. Discontinuance

If ShelterPoint Life elects to discontinue all DBL/PFL policies in one or more group sizes (small, medium, large), ShelterPoint Life will provide written notification of the proposed

discontinuance to the Superintendent, in accordance with 11 NYCRR 363.6(l) and (m), at least 90 days prior to the date of discontinuance of the coverage. This notification shall be in addition to the notification to the employer required in the underlying DBL policy.



David G. Melman
Chief Legal Officer



Richard A. White
Chief Executive Officer



Master Application

ShelterPoint Life Insurance Company

1225 Franklin Avenue, Ste. 475

Garden City, NY 11530

Fax: 516.504.6412 (main) | 516.504.6436 (service) | 516.504.6414 (claims)

Phone: 800.365.4999 (516.829.8100)

www.shelterpoint.com

NYS Disability Benefits (DBL) and Paid Family Leave Benefits (PFL) Application Including Optional Benefits

This application becomes part of the DBL policy.

Full Legal Business Name (as filed with the NY State Department of Labor) COMMUNITY RESOURCE COLLABORATIVE, INC. Business Address Mailing Address (if not the same) 100 COLLEGE AVE SUITE 130 ROCHESTER NY 14607 Applicant E-mail Applicant Phone 888-444-1060 Attention/Care of Applicant Website Address Legal Entity Type (Choose one) [X] Corporation Nature of Business SIC Code 8390 Public Employer [] Yes [] No Federal ID # 872598022 Unemployment Insurance # Requested Effective Date 02/16/2022 Current Workers' Compensation Carrier THE HARTFORD Current DBL Carrier NO PRIOR CARRIER COVERED EMPLOYEES Do you wish to cover out-of-state employees for DBL? [] Yes [X] No PFL coverage is not available for employees in states/territories other than New York State. If Yes, list states: Coverage not available for employees in states/territories with mandated Temporary Disability Insurance. All employees, pursuant to New York Disability and Paid Family Leave Benefits Law, Article 9, Section 204, are covered: [X] Yes [] No EMPLOYEE CONTRIBUTION DBL [] Noncontributory [X] Contributory Number of Covered Males 0 Number of Covered Females 1 Total Employees 1 Type of Organization Coverage Includes Voluntary Coverage: List additional Class(es) of Employees to be included. [] Profit [] Teachers [] Non-Profit [] Clergy Voluntary coverage requires form DB135 or DB136, PFL-135 or PFL-136 to be submitted with application unless form is currently on file with the New York State Workers' Compensation Board

Proprietors: If Business Entity is a Proprietorship, list Names of Proprietors below.

Additional Entities/Locations to be covered (as filed with the NY State Department of Labor)

Name	None		
Address			
Federal ID #		Unemployment Insurance #	
Name			
Address			
Federal ID #		Unemployment Insurance #	

*** If the number of additional entities exceeds space provided above, attach all additional information required on a separate piece of paper.***

DBL and PFL Benefits – Please select ONE from options below.

Optional Riders - Please select from options below.

Statutory DBL with PFL Benefits

1x Statutory DBL Benefit

Enhanced DBL Benefits

- 1.5x Enriched DBL Benefit
- 2x Enriched DBL Benefit
- 3x Enriched DBL Benefit
- 4x Enriched DBL Benefit
- 5x Enriched DBL Benefit

In-Hospital Rider

Selected

AD&D Benefit Rider

- \$50,000
- \$100,000

All DBL benefit options include statutory PFL benefits

Optional BaseLine Benefits – Please select from policy options below.

Term Life

\$ 15,000 Benefit

Hospital Cash

Optional Non-Insurance Benefits

- Employer & Employee Assistance Program
- Nurse Helpline

Billing Options – Make one selection from the options below.

Annual Billing

Minimum DBL Premium is \$125.00 annually.

Minimum DBL Premium is \$35.00 per quarter. A quarterly installment fee may apply to quarterly billed cases. 11 or more lives required

Quarterly Billing

Quarterly Billing – DBL based on covered payroll

Monthly Covered Payroll applicable to Females

\$

Monthly Covered Payroll applicable to Males

\$

Total Monthly Covered Payroll

\$

Authorization

The applicant declares that, to the best of his/her knowledge and belief, the statements and answers to the questions in this application are correct and true.

No one except the Chief Executive Officer, a Vice President or the Secretary of SHELTERPOINT LIFE INSURANCE COMPANY may make or modify any contract on behalf of SHELTERPOINT LIFE INSURANCE COMPANY. Any change or amendment to the policy shall be signed by ShelterPoint Life and the policyholder.

NOTICE (Does not apply to life insurance): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation.

Applicant: Date _____ Name _____ Signature _____

Producer: Date _____ Name _____ Signature _____

Agency Name GERARD P. SMITH INSURANCE AGENCY INC Agency # 0000-8264

Agency Address 4 EAST MAIN ST WEBSTER,NY 14580 Phone # 585-872-5700

Policy #: **D658659** Effective: **02/16/2022** Male Rate: **18.00** Female Rate: **39.00** Payroll Rate: **0.0000**

STATE OF NEW YORK WORKERS' COMPENSATION BOARD
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW
CERTIFICATE/CANCELLATION OF INSURANCE



Filed on behalf of Employer in compliance with Article 9 of the Workers' Compensation Law

Initial Cancellation Reinstatement Supersedes Transaction Effective Date: 02/16/2022

A. INSURER		
1. INSURER NAME Shelterpoint Life Insurance Company	2. INSURER CODE B069508	3. INSURER PHONE # (516) 829-8100
4. CONTACT NAME Customer Service Department	5. TITLE Customer Service Representative	6. DATE 02/16/2022

B. CURRENT EMPLOYER INFORMATION		
7. WCB EMPLOYER NUMBER	8. NYS UIER NUMBER	9. EMPLOYER FEIN 872598022
10. EMPLOYER'S LEGAL NAME, INCLUDING (DBA/AKA/TA) COMMUNITY RESOURCE COLLABORATIVE, INC.		13. LEGAL STATUS (SEE BACK OF FORM) 03
11. EMPLOYER STREET ADDRESS 100 COLLEGE AVE SUITE 130		14. NUMBER (#) OF EMPLOYEES 1
12. EMPLOYER CITY, STATE and ZIP CODE ROCHESTER, NY 14607		15. EMPLOYER PHONE # ---

C. POLICY * If policyholder is an Association, Union or Trustee for which Form DB-820.3 is filed, do not complete item 18.		
16. POLICY NUMBER DBL658659	17. POLICY EFFECTIVE DATE 02/16/2022	18. POLICY FORM NUMBER * SPL DBL1114
19. WCB PLAN NUMBER (Only for Association, Union or Trustee with Form DB-801 on file.) --		20. PREMIUM AMOUNT \$ 0.00

D. REASONS FOR CANCELLATION	
<input type="checkbox"/> Non-Payment of Premium <input type="checkbox"/> Not Subject/No Eligible Employees Date: _____ <input type="checkbox"/> Out of Business Date: _____ <input type="checkbox"/> Seasonal Date: _____	<input type="checkbox"/> Other: _____ DATE CANCELLATION OR TERMINATION SENT TO EMPLOYER: _____

E. Complete if SUPERSEDES box is checked at top of form		F. POLICYHOLDER If different from Employer	
21. EMPLOYER'S LEGAL NAME, INCLUDING (DBA/AKA/TA)		27. POLICYHOLDER NAME	
22. EMPLOYER'S STREET ADDRESS		28. POLICYHOLDER ADDRESS	
23. CITY, STATE and ZIP CODE		29. CITY, STATE and ZIP CODE	
24. EMPLOYER FEIN	25. POLICY EFFECTIVE DATE	30. POLICYHOLDER FEIN	
26. POLICY NUMBER			

G. 1. The policy covers Employer's employees as follows:	
a. The policy provides coverage for: <input checked="" type="checkbox"/> Both disability and paid family leave benefits <input type="checkbox"/> Disability benefits only <input type="checkbox"/> Paid family leave benefits only	b. The policy covers the following class or classes of employees: <input checked="" type="checkbox"/> All employees <input type="checkbox"/> Only the class or classes of employees listed here: _____ _____
2. The employee contributions required and benefits insured are:	
<input checked="" type="checkbox"/> The same in all respects as under Section 204 and not in excess of those authorized under Section 209. <input type="checkbox"/> As described in attached supplement, Form DB-820.1 <input type="checkbox"/> As described in Employer's Application for Acceptance of a Plan, Form DB-800, filed with and accepted by the Chair. <input type="checkbox"/> As described in Certificate of Insurance, Form DB-820.3, filed on behalf of the Association, Union or Trustees (policyholders) on _____ or amended Form DB-820.3 filed thereafter.	

To be filed by Insurance Carrier on behalf of Employer to provide, through insurance, exactly statutory benefits, (Section 204),
 OR benefits under a plan accepted by the Chair.



**IF YOU ARE UNABLE TO WORK BECAUSE OF A NON-OCCUPATIONAL
ILLNESS OR INJURY, YOU MAY BE ENTITLED TO DISABILITY BENEFITS**

1. Your employer is required by law to provide for the payment of disability benefits to his/her employees.
2. Statutory disability benefits are payable for any non-work related injury or illness (including disability due to pregnancy) beginning with the 8th consecutive day of disability. Benefits are payable for up to 26 weeks. The total amount of combined paid family and disability leave an employee may take in a 52 consecutive week period may not exceed 26 weeks. Benefit payments are based on your average weekly wages for the eight weeks immediately prior to your disability, and are subject to the maximum allowable by the law in effect on the initial day of disability. Your employer or union may provide for different benefits which are at least as favorable as statutory benefits under an approved Disability Benefits Plan or Agreement.
3. **TO CLAIM BENEFITS** you should file written notice and proof of disability (Claim Form DB-450) with your employer or the insurance carrier named below within 30 days from the first day of your disability, or all or part of your claim may be rejected. In no event should you wait more than 26 weeks from that date to file a claim. You may obtain Form DB-450 from your employer, its insurance carrier, your health care provider or by contacting the Workers' Compensation Board. (See address and telephone number below.) **Do not** assume that your employer has filed a claim on your behalf; **claim filing is your responsibility.**
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. Unlike workers' compensation, your medical bills will not be paid by your employer or the insurance carrier, unless your employer and/or union provides for the payment of medical bills under an approved Disability Benefits Plan or Agreement.
5. Disability benefits are to be paid **directly** to you by the insurance carrier, **not through your employer**, unless your employer is an approved self-insurer.
6. **If your employer or the insurance carrier contends that you are not entitled to the payment of disability benefits, they are required to send you a Notice of Rejection, within 45 days of the filing of your claim, telling you the reasons benefits are not being paid. If you disagree with their rejection, you have a legal right to request a review of the rejection by the Workers' Compensation Board. IMPORTANT: If within 45 days of filing your claim you do not receive benefits and do not receive a Notice of Rejection (Form DB-451), promptly contact the Workers' Compensation Board at the telephone number below.**
7. **If your disability is the result of an automobile accident** and you have filed a claim for no-fault benefits, you must also file a claim (Form DB-450) for disability benefits. **If you do not file for disability benefits, the no-fault insurer may reduce your no-fault payments. IMPORTANT: In such cases, if you are not entitled to disability benefits, immediately advise the no-fault insurance carrier.**
8. Your employer may not ask you to waive your right to disability benefits nor may your employer deduct more than 60 cents a week (unless the additional contribution is part of an approved plan) from your pay to contribute to the payment of disability benefits insurance premiums. **You cannot be discharged or discriminated against for filing a claim for disability benefits.**

IF YOU HAVE DIFFICULTY IN OBTAINING A CLAIM FORM OR NEED HELP IN FILLING IT OUT, OR IF YOU HAVE ANY OTHER QUESTIONS OR PROBLEMS ABOUT A NON-WORK RELATED INJURY OR ILLNESS, CONTACT ANY OFFICE OF THE WORKERS' COMPENSATION BOARD.

This information is a simplified presentation of your rights as required by Section 229 of the Disability and Paid Family Leave Benefits Law. Your employer's disability benefits insurance carrier is:

ShelterPoint Life Insurance Company
1225 Franklin Avenue, Ste 475
Garden City, NY 11530
Phone: 800-365-4999

**Prescribed by the Chair,
Workers' Compensation Board**



SI USTED NO PUEDE TRABAJAR POR CAUSA DE UNA ENFERMEDAD O LESIÓN NO-OCUPACIONAL, USTED PODRÍA TENER DERECHO A BENEFICIOS POR DISCAPACIDAD

1. Por ley, su empleador debe facilitarle el pago de beneficios por discapacidad a sus empleados.
2. Las prestaciones estatutarias por discapacidad son pagaderas para cualquier lesión o enfermedad no-ocupacional relacionada (incluyendo discapacidad por embarazo) comenzando al 8vo día consecutivo de discapacidad. Los beneficios son pagaderos por hasta 26 semanas. La cantidad total de pago combinado por licencia por discapacidad o familiar que un empleado puede recibir dentro de un periodo de 52 semanas consecutivas no puede exceder las 26 semanas. Los pagos por beneficios se basan en su salario semanal promedio de las ocho semanas inmediatamente antes de su discapacidad, y están sujetos al máximo permitido por la ley vigente en el primer día de la discapacidad. Su empleador o sindicato puede ofrecer diferentes beneficios que sean por los menos igual de favorables que los beneficios estatutarios bajo un Plan o Acuerdo de Beneficios por Discapacidad.
3. **PARA RECLAMAR BENEFICIOS** usted debe someter una notificación por escrito y prueba de discapacidad (Formulario de reclamos DB-450) a su empleador o proveedor de seguros indicado a continuación dentro de los 30 días después del primer día de su discapacidad. En ningún caso usted debe esperar más de 26 semanas después de esa fecha para someter un reclamo. Usted puede obtener un Formulario DB-450 con su empleador, su proveedor de seguros, su proveedor de cuidados de salud o contactando la Junta de Compensación Laboral. (Vea la dirección y número de teléfono indicados a continuación.) **No asuma que su empleador ha sometido un reclamo de parte suya; someter el reclamo es su responsabilidad.**
4. Usted tiene derecho a ser tratado por cualquier médico, quiropráctico, dentistas, enfermera-partera, podólogo o psicólogo de su preferencia. A diferencia de la compensación de empleados, sus facturas médicas no serán pagadas por su empleador o proveedor de seguros, a menos que su empleador y/o sindicato provea el pago de facturas médicas bajo un Plan o Acuerdo de Beneficios por Discapacidad aprobado.
5. Los beneficios por discapacidad serán pagados directamente a usted por el proveedor de seguros, **no a través de su empleador**, a menos que su empleador sea un asegurador aprobado.
6. **Si su empleador o proveedor de seguros le disputa que usted no tiene derecho al pago de beneficios por discapacidad, ellos deben enviarle una Notificación de Rechazo, dentro de 45 días después de haber sometido su reclamo, informándole las razones por las cuales los beneficios no se les están pagando. Si usted no está de acuerdo con su rechazo, usted tiene el derecho legal de solicitar una revisión del rechazo ante la Junta de Compensación Laboral. IMPORTANTE:** Si usted no ha recibido beneficios dentro de 45 días después de haber sometido su reclamo y no recibe una Notificación de Rechazo (Formulario DB-451), contacte rápidamente a la Junta de Compensación Laboral llamado al siguiente número de teléfono.
7. Si su discapacidad es el resultado de un accidente automovilístico y usted ha sometido un reclamo para beneficios por no-culpa, usted debe también someter un reclamo (Formulario DB-450) para beneficios por discapacidad. **Si usted no solicita los beneficios por discapacidad, el asegurador por no-culpa puede reducir sus pagos de no-culpa. IMPORTANTE:** En tales casos, si usted no tiene derecho a beneficios por discapacidad, notifique inmediatamente a su proveedor de seguros de no-culpa.
8. Su empleador no le puede pedir que renuncie a su derecho de beneficios por discapacidad ni tampoco puede deducirle más de 60 centavos a la semana (a menos que la contribución adicional sea parte de un plan aprobado) de su salario para contribuir al pago de primas de seguros de beneficios por discapacidad. **Usted no puede ser despedido ni discriminado por someter un reclamo para beneficios por discapacidad.**

SI TIENE ALGUNA DIFICULTAD PARA OBTENER UN FORMULARIO DE RECLAMO O NECESITA AYUDA PARA LLENARLO, O SI TIENE CUALQUIER OTRA PREGUNTA O DUDA ACERCA DE UNA ENFERMEDAD O LESIÓN NO-OCUPACIONAL RELACIONADA, CONTACTE A CUALQUIER OFICINA DE LA JUNTA DE COMPENSACIÓN LABORAL.

Esta información es una presentación resumida de sus derechos según las provisiones de la Sección 229 de la Ley de Beneficios de Baja Familiar Remunerada e Discapacidad. El proveedor de seguros de beneficios por discapacidad de su empleador es:

ShelterPoint Life Insurance Company
1225 Franklin Avenue, Ste 475
Garden City, NY 11530
Phone: 800-365-4999

**Estipulado por el Presidente,
Junta de Compensación Laboral**

Paid Family Leave STATEMENT OF RIGHTS



Paid Family Leave

If you need to take time off from work to care for a family member, you may be entitled to paid family leave benefits

Paid Family Leave is employee-funded insurance that provides job-protected, paid time off to:

- **BOND** with a newly born, adopted or fostered child;
- **CARE** for a family member with a serious health condition; or
- **ASSIST** loved ones when a spouse, domestic partner, child or parent is called to active military service abroad.

Paid Family Leave may also be available for use in situations when you or your minor dependent child are under an order of quarantine or isolation due to COVID-19. See PaidFamilyLeave.ny.gov/COVID19 for full details.

Eligibility:

- Employees with a regular work schedule of 20 or more hours per week are eligible after 26 consecutive weeks of employment.
- Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked.

Citizenship or immigration status is not a factor in your eligibility.

Benefits:

You can take up to 12 weeks of Paid Family Leave and receive 67% of your average weekly wage, capped at 67% of the New York State Average Weekly Wage. Generally, your average weekly wage is the average of your last eight weeks of pay prior to starting Paid Family Leave.

Rights and Protections:

- **Job Protection:** Return to the same or comparable job after you take leave.
- You keep your **health insurance** while on leave (you may have to continue paying your portion of the premium costs, if any).
- Your employer is **prohibited from discriminating or retaliating** against you for requesting or taking Paid Family Leave.
- You do not have to exhaust sick leave or vacation accruals before using Paid Family Leave.

Paid Family Leave Request Process:

1. Notify your employer at least 30 days in advance, if foreseeable, or as soon as possible.
2. Complete and submit the *Request for Paid Family Leave (Form PFL-1)* to your employer.
3. Complete and attach the additional forms as required and submit to the insurance carrier listed below within 30 days of starting your leave, to avoid losing benefits.
4. In most cases, the insurance carrier must pay or deny benefits within 18 calendar days of receiving your completed request or your first day of leave, whichever is later.

You may obtain all forms from your employer, their insurance carrier listed below or online at PaidFamilyLeave.ny.gov/Forms.

Disputes:

If your Paid Family Leave claim is denied, you may request to have the denial reviewed by a neutral arbitrator. The insurance carrier listed below will provide you with information about requesting arbitration.

Discrimination Complaints:

If your employer terminates your employment, reduces your pay and/or benefits, or disciplines you in any way as a result of you requesting or taking Paid Family Leave, you may request to be reinstated by taking these steps:

1. Complete the *Formal Request for Reinstatement Regarding Paid Family Leave (Form PFL-DC-119)*.
2. Send your completed form to your employer and a copy of the completed form to:
Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030
3. If your employer does not reinstate you or take other corrective action within 30 days, you may file a discrimination complaint with the Workers' Compensation Board using the *Paid Family Leave Discrimination/Retaliation Complaint (Form PFL-DC-120)*. The Workers' Compensation Board will assemble your case and schedule a hearing.
4. There are other state and federal laws that protect employees from discrimination. Additional information is available at PaidFamilyLeave.ny.gov.

For more information, forms and instructions, visit PaidFamilyLeave.ny.gov or call the PFL Helpline (844)-337-6303

This information is a simplified presentation of your rights as required by Section 229 of the Disability and Paid Family Leave Benefits Law. Your employer's Paid Family Leave benefits insurance carrier is: SHELTERPOINT LIFE INSURANCE COMPANY
1225 FRANKLIN AVENUE, STE 475
GARDEN CITY, NY 11530

PRESCRIBED BY THE CHAIR,
WORKERS' COMPENSATION BOARD
NYS Paid Family Leave
PO Box 9030, Endicott NY 13761

2021

DECLARACIÓN DE DERECHOS



Paid Family Leave

Si necesita tomarse tiempo libre del trabajo para cuidar a un familiar, quizás tenga derecho a beneficios de Permiso Familiar Pagado

El Permiso Familiar Pagado (Paid Family Leave, PFL) es un seguro financiado por el empleado que brinda tiempo libre pago con el empleo protegido para:

- **FORTALECER** el vínculo con un recién nacido, un hijo adoptado o de cuidado temporal;
- **CUIDAR** de un familiar con una condición médica grave; o
- **AYUDAR** a sus seres queridos cuando un cónyuge, una pareja doméstica, un hijo o un padre es llamado al servicio militar activo en el exterior.

El Permiso Familiar Pagado también podría estar disponible para su uso en situaciones en las que usted o su hijo menor de edad dependiente se encuentran bajo una orden de cuarentena o aislamiento debido al COVID-19. Para ver detalles completos, visite PaidFamilyLeave.ny.gov/COVID19.

Elegibilidad:

- Los empleados con un cronograma de trabajo regular de 20 horas o más por semana son elegibles después de 26 semanas consecutivas de empleo.
- Los empleados con un cronograma de trabajo regular de menos de 20 horas por semana son elegibles después de 175 días trabajados. El estatus migratorio o ciudadanía no es un factor en su elegibilidad.

Beneficios:

En 2021, puede pedir hasta 12 semanas de Permiso Familiar Pagado y recibir el 67% de su salario semanal promedio, limitado al 67% del Salario Semanal Promedio del Estado de Nueva York. En general, su salario semanal promedio es el promedio de las últimas ocho semanas de su paga antes de comenzar el Permiso Familiar Pagado.

Derechos y protecciones:

- **Protección del puesto de empleo:** Regrese al mismo puesto de empleo, o un puesto comparable, después de tomarse la licencia.
- Usted conserva su **seguro médico** mientras está de licencia (quizás deba seguir pagando su parte de la prima, si la hubiera).
- Su empleador tiene **prohibido discriminarlo o tomar represalias** contra usted por solicitar o tomar Permiso Familiar Pagado.
- No está obligado a agotar su licencia por enfermedad o tiempo de vacaciones acumulado antes de usar el Permiso Familiar Pagado.

Proceso de solicitud de un Permiso Familiar Pagado:

1. Notifique a su empleador al menos 30 días por adelantado, si la necesidad de tomarse licencia es previsible, o lo antes posible de lo contrario.
2. Complete y presente la *Solicitud del Permiso Familiar Pagado (Formulario PFL-1)* a su empleador.
3. Complete y adjunte los formularios adicionales según sea necesario y envíelos a la compañía de seguros que figura a continuación dentro de los 30 días siguientes a haber comenzado su licencia, para evitar perder los beneficios.
4. En la mayoría de los casos, la compañía de seguros debe pagar o denegar los beneficios dentro de los 18 días calendario posteriores a la recepción de su solicitud completada o en su primer día de licencia; lo que ocurra después.

Puede obtener todos los formularios de su empleador, su compañía de seguros que se indica más adelante, o por internet ingresando a PaidFamilyLeave.ny.gov/Forms.

Disputas:

Si su solicitud de Permiso Familiar Pagado es rechazado, puede solicitar que un árbitro neutral revise el rechazo. La compañía de seguros que se indica más adelante le brindará información sobre cómo solicitar el arbitraje.

Quejas por discriminación:

Si su empleador lo despidió, reduce su paga o sus beneficios, o lo sanciona de cualquier manera como resultado de su solicitud o toma de un Permiso Familiar Pagado, puede solicitar su reincorporación siguiendo estos pasos:

1. Complete la *Solicitud formal de reincorporación con respecto al Permiso Familiar Pagado (Formulario PFL-DC-119)*.
2. Envíe su formulario completado a su empleador y una copia del formulario completado a:
Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030
3. Si su empleador no lo reincorpora o toma otras acciones correctivas dentro de los 30 días, puede presentar una queja por discriminación ante la Junta de Compensación Obrera (Workers' Compensation Board) usando el formulario de *Queja por Discriminación/Represalias por Permiso Familiar Pagado (Formulario PFL-DC-120)*. La Junta de Compensación Obrera armará su caso y programará una audiencia.
4. Hay otras leyes federales y estatales que protegen a los empleados contra la discriminación. Encontrará más información disponible en PaidFamilyLeave.ny.gov.

Para más información, formularios e instrucciones, visite PaidFamilyLeave.ny.gov o llame a la Línea de Ayuda de PFL al (844)-337-6303

Esta información es una presentación simplificada de sus derechos según lo requiere el Artículo 229 de la Ley de beneficios de Permiso Familiar Pagado y Discapacidad. La compañía de seguros de beneficios Permiso Familiar Pagado de su empleador es: ShelterPoint Life Insurance Company, 1225 Franklin Ave., STE 475, Garden City, NY 11530, PHONE: 800-365-4999

ORDENADO POR LA PRESIDENTA,
LA JUNTA DE COMPENSACIÓN OBRERA
NYS Paid Family Leave
PO Box 9030, Endicott NY 13761