

**BY-LAWS**

of

**COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP)  
SELF-INSURANCE TRUST**

**ARTICLE I**

**NAME AND LOCATION**

**Section 1.** This trust shall be known as the COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST. Its principal office shall be located One Commerce Plaza, Suite 400, 99 Washington Avenue, Albany, NY 12210.

**ARTICLE II**

**PURPOSE AND POLICY**

**Section I.** COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST (hereinafter called the "Trust") is a group self-insurance organization organized pursuant to Section 50, subdivision 3-a of the Workers' Compensation Law of the State of New York. Its policies and purposes are:

- (a) To provide Workers' Compensation Self-Insurance coverage in the State of New York to employers providing community residence services or community mental hygiene treatment or rehabilitation services, special needs educational services programs and other social services programs.
- (b) To pay benefits promptly and on a weekly basis.
- (c) To improve safe working conditions and to promote a safety program dedicated to the prevention of occupational accidents and disease.
- (d) To improve the medical care and promote the rehabilitation of injured workers.
- (e) To establish compensation coverage rates which are comparable to, or more favorable than, other available Workers' Compensation Coverage rates.
- (f) To do any other act or thing incidental to or connected with the foregoing purpose or in advancement thereof.

**ARTICLE III**

**MEMBERSHIP**

**Section 1.** All parties to the Trust Agreement and identified therein as members shall be members of the Trust. All members shall be entitled to one vote on any matter submitted to a vote of the Members.

**Section 2.** Additional members may be added to the Trust by vote of the Trustees of the Trust, in accordance with these By-laws and any applicable regulations governing the group self-insurance trust as adopted from time to time by the Workers' Compensation Board of the State of New York.

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To qualify for membership and to continue to be eligible for membership, an applicant must be a provider of community residence services or community mental hygiene treatment or rehabilitation services, special needs educational services and other social service programs and satisfy the following underwriting criteria:

[i] A prospective member must be financially solvent, and must meet such other criteria as to financial qualification and otherwise as may be established by the Trustees;

[ii] a prospective Member's expected loss rate must be within the parameters as determined from time to time by the Trustees;

[iii] a prospective Member must satisfy all other requirements of the Fund's excess carrier or carriers, the Workers' Compensation Board of the State of New York; and

[iv] A prospective Member must adhere to the safety policies and practices as outlined in the policies adopted by the Trustees from time to time.

**Section 3.** Any qualified applicant may apply for membership by completing and submitting to the Trust an application on a form approved by the Workers' Compensation Board of the State of New York, and such other documents as the Trustees or the Workers' Compensation Board or the Superintendent of Insurance shall require, and paying to the Trust the required application fees as determined by the Trustees. Each applicant shall furnish to the Trust such access to its records and facilities as are deemed necessary by the Trustees in their sole and absolute discretion to permit evaluation of the eligibility for membership of the proposed Member. New members may be admitted to the Trust at any time during the year. All applications, application fees determined by the Trustees and other required information and documentation must be received by the Trust no later than sixty days before the proposed date of admission in order to qualify the applicant for admission as of the proposed admission date. The Trustees shall consider all completed applications no later than thirty days before the proposed date of admission, and any approval may be made subject to conditions imposed by the Trustees. All members shall, at the request of the program administrator, not less than annually provide such information as will demonstrate that such member continues to meet the qualifications for membership in the Trust.

**Section 4.** An application shall be approved only upon the affirmative vote of a majority of the Trustees then in office, in accordance with the provisions of Article IV of these By-laws. Upon approval of any application and satisfaction by the applicant of all other requirements of the Trust, these By-laws and applicable laws and regulations, the applicant shall be admitted as a Member as of the proposed date of admission approved by the Trustees.

**Section 5.** The approval or rejection of any application for admission by a prospective additional Member shall be subject to the sole and unfettered discretion of the Trustees, notwithstanding the qualification of the applicant and the satisfaction of the requirements of these By-laws and applicable rules and regulations, and the Trustees may approve or reject any such application for any reason, and no applicant shall be deemed to have any legal or equitable entitlement or right to membership in the Trust.

**Section 6.** Each member shall pay dues or assessments each quarter as the same shall from time to time be determined by the trustees of the Trust, or more frequently as may be required by the Workers' Compensation Board.

**Section 7.** Membership shall be continued for those members who continue to be engaged in the provision of community living programs except that the trustees may exclude or suspend any member from continued membership for failure to comply with these By-laws, failure to comply with applicable laws relating to Workers' Compensation, or failure to pay contribution due. Notice of termination shall be in writing and be given at least ten (10) days prior to the date of termination and shall be effective ten (10) days after the filing of due notice with the Chairman of the Workers' Compensation Board or the Self-Insurance Division of that Board and shall not alter, impair or

annul any obligation for the payment of all contributions which were due during the time such entity was a member of the Trust.

**Section 8.** Each employer upon becoming a member shall designate the Trust and its Chairman as its agent and representative with respect to all matters relating to coverage and claims arising under the Workers' Compensation Law and related statutes and shall abide by all the By-laws of the Trust.

**Section 9.** Cancellation or termination of membership in the group Trust shall terminate any and all benefits that would otherwise accrue to such member or participant. Notwithstanding such cancellation or termination of membership, such member or participant shall remain liable for any and all dues and assessments applicable during any period during which a member was a participant in the Self-Insurance Trust. Voluntary termination of membership may only take place on the anniversary date of such membership.

#### **ARTICLE IV TRUSTEES**

**Section 1** Five persons shall be designated to serve as initial Trustees. Of such initial five trustees, one shall serve a term of one year and one shall serve a term of two years. Upon the expiration of the terms of such Trustees, the Board of Trustees shall appoint Trustees for terms of three years each. The remaining three trustees, each of whom shall be a participant in the Trust shall serve a term which shall expire on the first annual meeting of the Trust following its approval. At such meeting, the Trustees shall elect three Trustees, each of whom shall be members of the Trust, one of whom shall serve for a term of one year; one for a term of two years; and one for a for a term of three years. Terms of office shall expire at annual meetings of the Trustees, when successor trustees shall be appointed to serve for terms of three years. Other than when the Board of Trustees shall determine that the best interests of the Trust determine that extraordinary circumstances warrant such an extension of service , no Trustee shall serve for more than two consecutive three-year terms, except that service in a term of less than three years shall not count toward this limitation. A former Trustee shall be eligible for election to the Board after at least one year shall have passed following his or her most recent service as a Trustee. No Trustee may be appointed who is, or continues to serve as a Trustee after becoming, an owner, officer, or employee of a third party administrator. In order to reflect changes in the categories of providers entitled to participate in the Trust, the Board of Trustees may from time to time expand the size of the said Board of Trustees.

Each and every Trustee heretofore or hereafter named and each successor Trustee shall acknowledge and consent to their appointment as Trustees by giving written notice of acceptance of such appointment to the chairman or acting chairman of the Board of Trustees of this Trust. At all times during such service as a Trustee, each Trustee shall remain a member in good standing of the association and of the Trust.

The absence of a trustee for three (3) consecutive meetings without reasonable excuse may, in the discretion of the chairman, constitute cause to terminate his service as a trustee. Upon notice from the Chairman such vacancy or any other vacancy shall be filled by a person who meets the qualifications to hold such office..

**Section 2.** In addition to a Chairman, the Trustees shall elect annually from its membership, by majority vote, a Secretary-Treasurer. Any vacancy in office shall be filled by the Trustees. The trustees shall have the discretion to create and fill such other and further offices as they shall deem necessary or desirable for the fulfillment of the purposes for which the trust was created.

**Section 3.** The trustees shall administer the operations and business of the Trust and shall establish the premium rates to be charged members or participants and shall establish and promulgate By-laws to effectuate the policies and purposes of the Trust.

**Section 4.** The trustees shall regularly report to the members the operations, conditions and status of the Trust. The Trustees shall appoint a Certified Public Accountant to audit the records of the Trust and to submit its records.

**Section 5.** The Trustees shall meet at least two times per year at the call of the Chairman, upon at least ten days notice to all trustees. Special meeting may be called by the Chairman or upon request of three trustees. Two days written notice for such meetings shall be sent by the Chairman to all members. The trustees may meet by means of conference phone call during which each trustee can, at all times, both speak and hear. Notwithstanding the foregoing, the trustees may meet without notice provided that all trustees sign a waiver of notice of the meeting and ratify the actions taken at such meeting.

**Section 6.** A quorum for the transaction of business at any regular or special meeting of the Trustees shall consist of not less than a majority of the Trustees.

**Section 7.** The order of business at all meetings of the Trustees shall be as follows:

1. Roll Call.
2. Reading of Minutes.
3. Communications.
4. Report of Chairman.
5. Treasurer's Report.
6. Reports of Committees.
7. Director's Report.
8. Safety Director's Report.
9. Unfinished Business.
10. New Business.

**Section 8.** Each Trustee shall be protected in acting upon any paper or document believed by him or her to be genuine and to have been made, executed or delivered by the proper party purporting to have made, executed or delivered the same, and shall be protected in relying and acting upon the opinion of legal counsel in connection with any matter pertaining to the administration or carrying out the functions of the Trust.

The trustees shall not be liable for any action taken or omitted by them in good faith, or for the acts of any agent, employee, attorney or accountant selected by them with reasonable care, or for any act or omission of any other member of the Board. The foregoing shall not relieve any member of the Trustees of liability for the commission of any act of misfeasance and malfeasance.

## **ARTICLE V**

### **MEETING OF MEMBERS**

**Section 1.** The annual meeting of the membership shall be held during the month of November of each year or on such other date as may be fixed by the Trustees. At least ten days written notice of such meeting shall be given to each member. Each member shall be entitled to one vote on any matter voted on at such meeting.

**Section 2.** Special meetings of members may be called by the Chairman upon two days written notice to the members sent either by certified mail return receipt requested or by facsimile transmission , and must be called by him upon the written request of 2/3 of the members.

**Section 3.** A quorum for the transaction of business at any regular or special meeting of members shall consist of not less than 1/3 members, present in person.

## **ARTICLE VI FUNDS**

**Section 1.** All funds of the Trust shall be deposited in banks or trust companies designated by the Trustees.

**Section 2.** All checks for the withdrawal of funds shall be signed in such manner as may be fixed by resolution duly adopted by the Trustees from time to time.

## **ARTICLE VII DUTIES OF OFFICERS**

**Section 1.** The Chairman shall preside at all meetings of the Trustees. He or the Secretary shall sign all contracts and orders drawn on the Treasurer. He shall apply for all bonds and catastrophe coverage as may be required of the Trust by the Chairman of the Workers' Compensation Board or other State agency to qualify the Trust and do any and all acts that may be necessary to obtain such bonds and coverage. He shall appoint all committees of the organization and shall define their powers and duties, except as otherwise provided, and shall be a member ex-officio of such committees. He shall submit regular reports of the operation of the Trust to its members. He shall furnish to each member of the Trustees a proposed budget consisting of an itemized statement of estimated revenue and anticipated and proposed expenditures for the fiscal year.

**Section 2.** The Secretary-Treasurer shall have access to all official papers of the Trust and the records of its proceedings. He shall attend meetings of the Trustees and keep the minutes of such meetings. He shall also attest, when required, written contracts or other documents and shall perform all such other duties as are incident to his office and, in the absence of the chair may sign all contracts and orders of the Trust. Additionally, he shall collect all fees, dues and assessments and such other funds as may be due to Trust. All moneys received by him shall immediately be deposited in the name of the COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST in such banks or trust companies as may be designated by the Trust and shall not be drawn upon except by checks signed by the Chairman of the Trust and countersigned by the Secretary- Treasurer of the Trust. He shall pay all bills and other indebtedness when ordered to do so by the Trust and shall make a detailed report at the meeting of the Trustees. His accounts shall be audited by a Certified Public Accountant selected by the Trust. He shall furnish a bond to the COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST satisfactory in form and amount, the fee and premium to be paid by the Trust.

**Section 3.** The officers of the Trust are empowered to invest and reinvest all funds of the said Trust in housing, mortgages, and in Government and other securities as they may in their sole discretion, select and to purchase, lease for any term of years, sell, exchange, convey or dispose of any property, whether real or personal, or any interest therein, all of which shall be at such prices and upon such terms and conditions as said officers may deem advisable to carry out the purposes of the Trust and whether or not any of the foregoing are authorized by law for the investment of

trust funds generally; to borrow money in such amounts and upon such terms and conditions as shall be deemed advisable by the officers to carry out the purposes of the Trust and to pledge any securities and to mortgage any property, real or personal, or any interests therein, for the payment of any such loan, to lend moneys upon such terms and conditions as they may deem advisable; and to do all acts whether or not expressly authorized herein, which the officers may deem necessary or proper to effectuate the foregoing and for the protection of the property held hereunder.

**Section 4.** The acts of the officers shall be subject to the review and approval of the Trustees.

## **ARTICLE VIII**

### **STANDING COMMITTEES**

**Section 1.** The Chairman shall make provision for committees of the trust to undertake the following committee functions:

- (a) Education and Planning Committee.
- (b) Accounting, Reserves and Premium Rate Committee.
- (C) Safety Advisory Committee.
- (d) Membership Committee.

In the event that the number of trustees shall not exceed five, the trustees shall undertake all of these activities as a committee of the whole.

**Section 2.** The Trustees or the Chairman may from time to time create additional standing or special committees as may be deemed necessary and the Chairman shall make appointments to and designate the duties of such committees.

## **ARTICLE IX**

### **ADMINISTRATION**

**Section 1.** A Management Agreement shall be negotiated with a qualified entity, as may be determined by the Trustees, for the purposes of efficiently securing the benefits for which the group self-insurance Trust was established and to carry out the intent of the Workers' Compensation Law and shall perform all necessary and incidental tasks necessary for the orderly functioning of the trust. A third party administrator shall be contracted with the administer the self-insurance program including, but not limited to, the processing of reports of accidents or occupational diseases of employees of the members, determining the validity of claims, advising the members with respect to such claims, filing of all required reports with the Workers' Compensation Board and do all other things and acts necessary in compliance with the Workers' Compensation Law and the Rules and Regulations promulgated by the Chairman of the Workers' Compensation Board for the proper disposition of claims for benefits. The Chairman shall be empowered to sign certificates of coverage to be furnished to the members of the Trust. The Chairman shall periodically review the reserves.

**Section 2.** A Program Administrator under the supervision of the Chairman shall be employed to act as manager of the group self-insurance program. Such person shall work with the trustees and the third party administrator to establish an accident prevention program. He shall meet with the trustees as often as practicable to review the experience of the members so as to prevent recurrence of accidents and review and revise safety Rules and Regulations to be carried out by the members. The counsel shall have custody of all official records of the group insurance Trust. The accountant

shall have custody of the financial records of the Trust. The Third Party Administrator shall have custody of all claims records of the Trust. The program administrator shall maintain the day to day records of the Trust.

**Section 3.** Each member shall report promptly all accidents and occupational diseases and shall keep a permanent record of said injuries sustained in the course of employment. Such record shall include the name of the injured, his occupation, the time, date, place of injury, description of occurrence, treatment given, name and address of physician and shall show any lost time. The member shall promptly notify the Trust in writing of all subsequent loss of time of any employee due to injury or occupational disease and submit the required payroll reports. The member shall send promptly to the Trust all medical bills and any information or communications received from any physician, attorney, claimant or any other person relating to claims.

**Section 4.** Each member shall keep complete payroll records. The Trust shall be permitted to examine the members' payroll books and other related payroll records to verify remuneration earned by the employees. Periodically the members shall file a reconciliation statement comparing wages reported to the Trust with the wages reported to the New York State Unemployment Insurance Fund.

**Section 5.** All members are required to post a notice of compliance at all employees' entrances and places of congregation, and also in the first-aid room or medical bureau, if any.

**Section 6.** No officer, director, or employee of the COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST may represent or participate directly on behalf of an injured workman or his dependents in any Workers' compensation proceedings.

**Section 7.** The Trust shall:

- (a) Keep an accurate and complete record of all accidents to employees of the participating employers and report such accidents as provided by law.
- (b) Authorize medical aid, pay compensation and file reports in accordance with the Workers' Compensation Law.
- (c) Maintain adequate reserves at all times to carry compensation claims to final settlement and advise the members of such reserves.
- (d) Permit the representatives of the Chairman of the Workers' Compensation Board to examine its establishment and records at any time for the purpose of ascertaining its full compliance with the foregoing.
- (e) Advise the Division of Self-Insurance of the Workers' Compensation Board on appropriate forms whenever a member's membership in the Trust is terminated and for each new member.
- (f) File reports with the Chairman of the Workers' Compensation Board as requested by the Chairman and as follows:
  - (1) an itemized statement of assets and liabilities as of the close of the fiscal year; to be filed not later than three months thereafter.

- (2) a classified payroll for the twelve months' period ending March 31 of each year.
- (3) a statement of all outstanding death and disability claims as of March 31 of each year segregated by State fiscal year of accident occurrence.
- (4) a statement of compensation payments made by the Trust for the year ending March 31, analyzed by the State fiscal year of accident occurrence.

The reports called for in 2, 3 and 4 shall be filed on or before April 30.

- (g) All references herein to the Workers' Compensation Law and Rules and Regulations include the United States Longshoremen's and Harbor Workers' Compensation Act, applicable to New York operations.

## **ARTICLE X**

### **AMENDMENTS**

**Section 1.** These By-laws may be amended by a majority vote of all of the Trustees provided such amendment is first presented in writing at one regular meeting of the Board and voted upon at the next regular meeting after all members of the Board shall have been given notice, by mail of the proposed amendment, not less than ten days prior to the meeting at which the amendment is to be voted upon. In the event of amendment to these By-laws, a copy of such amended By-laws will promptly be furnished to the Workers' Compensation Board.

## **ARTICLE XI**

### **FISCAL YEAR**

**Section 1.** The fiscal year of the Trust shall be the period December 1 to November 30.

## **ARTICLE XII**

### **CONSTRUCTION**

**Section 1.** These By-laws shall be construed in accordance with the laws of the State of New York and the Rules and Regulations of the Workers' Compensation Board.

**Section 2.** Whenever a masculine pronoun is used it shall be deemed to represent both the masculine and the feminine forms of such pronoun. Similarly, whenever a feminine pronoun is used it shall be deemed to represent both the masculine and the feminine forms of such pronoun.

**Section 3.** These By-laws shall be liberally construed in order to effectuate the intention of the Settlers of this Trust.

Revised January 2004

## BY-LAWS

of

### COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST

#### ARTICLE I

##### NAME AND LOCATION

**Section 1.** This trust shall be known as the COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST. Its principal office shall be located One Commerce Plaza, Suite 400, 99 Washington Avenue, Albany, NY 12210.

#### ARTICLE II

##### PURPOSE AND POLICY

**Section 1.** COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST (hereinafter called the "Trust") is a group self-insurance organization organized pursuant to Section 50, subdivision 3-a of the Workers' Compensation Law of the State of New York. Its policies and purposes are:

- (a) To provide Workers' Compensation Self-Insurance coverage in the State of New York to employers providing community living programs.
- (b) To pay benefits promptly and on a weekly basis.
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- (f) To do any other act or thing incidental to or connected with the foregoing purpose or in advancement thereof.

#### ARTICLE III

##### MEMBERSHIP

**Section 1.** All parties to the Trust Agreement and identified therein as members shall be members of the Trust. All members shall be entitled to one vote on any matter submitted to a vote of the Members.

**Section 2.** Additional members may be added to the Trust by vote of the Trustees of the Trust, in accordance with these By-laws and any applicable regulations governing the group self-insurance trust as adopted from time to time by the Workers' Compensation Board of the State of New York. To qualify for membership and to continue to be eligible for membership, an applicant must be a

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provider of community residence services or community mental hygiene treatment or rehabilitation services and satisfy the following underwriting criteria:

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[ii] a prospective Member's expected loss rate must be within the parameters as determined from time to time by the Trustees;

[iii] a prospective Member must satisfy all other requirements of the Fund's excess carrier or carriers, the Workers' Compensation Board of the State of New York; and

[iv] A prospective Member must adhere to the safety policies and practices as outlined in the policies adopted by the Trustees from time to time.

**Section 3.** Any qualified applicant may apply for membership by completing and submitting to the Trust an application on a form approved by the Workers' Compensation Board of the State of New York, and such other documents as the Trustees or the Workers' Compensation Board or the Superintendent of Insurance shall require, and paying to the Trust the required application fees as determined by the Trustees. Each applicant shall furnish to the Trust such access to its records and facilities as are deemed necessary by the Trustees in their sole and absolute discretion to permit evaluation of the eligibility for membership of the proposed Member. New members may be admitted to the Trust at any time during the year. All applications, application fees determined by the Trustees and other required information and documentation must be received by the Trust no later than sixty days before the proposed date of admission in order to qualify the applicant for admission as of the proposed admission date. The Trustees shall consider all completed applications no later than thirty days before the proposed date of admission, and any approval may be made subject to conditions imposed by the Trustees. All members shall, at the request of the program administrator, not less than annually provide such information as will demonstrate that such member continues to meet the qualifications for membership in the Trust.

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**Section 7.** Membership shall be continued for those members who continue to be engaged in the provision of community living programs except that the trustees may exclude or suspend any member from continued membership for failure to comply with these By-laws, failure to comply with applicable laws relating to Workers' Compensation, or failure to pay contribution due. Notice of termination shall be in writing and be given at least ten (10) days prior to the date of termination and shall be effective ten (10) days after the filing of due notice with the Chairman of the Workers' Compensation Board or the Self-Insurance Division of that Board and shall not alter, impair or annul any obligation for the payment of all contributions which were due during the time such entity was a member of the Trust.

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**Section 9.** Cancellation or termination of membership in the group Trust shall terminate any and all benefits that would otherwise accrue to such member or participant. Notwithstanding such cancellation or termination of membership, such member or participant shall remain liable for any and all dues and assessments applicable during any period during which a member was a participant in the Self-Insurance Trust. Voluntary termination of membership may only take place on the anniversary date of such membership.

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**Section 1.** The annual meeting of the membership shall be held during the month of November of each year or on such other date as may be fixed by the Trustees. At least ten days written notice of such meeting shall be given to each member. Each member shall be entitled to one vote on any matter voted on at such meeting.

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## **ARTICLE VII DUTIES OF OFFICERS**

**Section 1.** The Chairman shall preside at all meetings of the Trustees. He or the Secretary shall sign all contracts and orders drawn on the Treasurer. He shall apply for all bonds and catastrophe coverage as may be required of the Trust by the Chairman of the Workers' Compensation Board or other State agency to qualify the Trust and do any and all acts that may be necessary to obtain such bonds and coverage. He shall appoint all committees of the organization and shall define their powers and duties, except as otherwise provided, and shall be a member ex-officio of such committees. He shall submit regular reports of the operation of the Trust to its members. He shall furnish to each member of the Trustees a proposed budget consisting of an itemized statement of estimated revenue and anticipated and proposed expenditures for the fiscal year.

**Section 2.** The Secretary-Treasurer shall have access to all official papers of the Trust and the records of its proceedings. He shall attend meetings of the Trustees and keep the minutes of such meetings. He shall also attest, when required, written contracts or other documents and shall perform all such other duties as are incident to his office and, in the absence of the chair may sign all contracts and orders of the Trust. Additionally, he shall collect all fees, dues and assessments and such other funds as may be due to Trust. All moneys received by him shall immediately be deposited in the name of the COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST in such banks or trust companies as may be designated by the Trust and shall not be drawn upon except by checks signed by the Chairman of the Trust and countersigned by the Secretary-Treasurer of the Trust. He shall pay all bills and other indebtedness when ordered to do so by the Trust and shall make a detailed report at the meeting of the Trustees. His accounts shall be audited by a Certified Public Accountant selected by the Trust. He shall furnish a bond to the COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST satisfactory in form and amount, the fee and premium to be paid by the Trust.

**Section 3.** The officers of the Trust are empowered to invest and reinvest all funds of the said Trust in housing, mortgages, and in Government and other securities as they may in their sole discretion, select and to purchase, lease for any term of years, sell, exchange, convey or dispose of any property, whether real or personal, or any interest therein, all of which shall be at such prices and upon such terms and conditions as said officers may deem advisable to carry out the purposes of the Trust and whether or not any of the foregoing are authorized by law for the investment of trust funds generally; to borrow money in such amounts and upon such terms and conditions as shall be deemed advisable by the officers to carry out the purposes of the Trust and to pledge any securities and to mortgage any property, real or personal, or any interests therein, for the payment of

any such loan, to lend moneys upon such terms and conditions as they may deem advisable; and to do all acts whether or not expressly authorized herein, which the officers may deem necessary or proper to effectuate the foregoing and for the protection of the property held hereunder.

**Section 4.** The acts of the officers shall be subject to the review and approval of the Trustees.

## ARTICLE VIII

### STANDING COMMITTEES

**Section 1.** The Chairman shall make provision for committees of the trust to undertake the following committee functions:

- (a) Education and Planning Committee.
- (b) Accounting, Reserves and Premium Rate Committee.
- (C) Safety Advisory Committee.
- (d) Membership Committee.

In the event that the number of trustees shall not exceed five, the trustees shall undertake all of these activities as a committee of the whole.

**Section 2.** The Trustees or the Chairman may from time to time create additional standing or special committees as may be deemed necessary and the Chairman shall make appointments to and designate the duties of such committees.

## ARTICLE IX

### ADMINISTRATION

**Section 1.** A Management Agreement shall be negotiated with a qualified entity, as may be determined by the Trustees, for the purposes of efficiently securing the benefits for which the group self-insurance Trust was established and to carry out the intent of the Workers' Compensation Law and shall perform all necessary and incidental tasks necessary for the orderly functioning of the trust. A third party administrator shall be contracted with the administer the self-insurance program including, but not limited to, the processing of reports of accidents or occupational diseases of employees of the members, determining the validity of claims, advising the members with respect to such claims, filing of all required reports with the Workers' Compensation Board and do all other things and acts necessary in compliance with the Workers' Compensation Law and the Rules and Regulations promulgated by the Chairman of the Workers' Compensation Board for the proper disposition of claims for benefits. The Chairman shall be empowered to sign certificates of coverage to be furnished to the members of the Trust. The Chairman shall periodically review the reserves.

**Section 2.** A Program Administrator under the supervision of the Chairman shall be employed to act as manager of the group self-insurance program. Such person shall work with the trustees and the third party administrator to establish an accident prevention program. He shall meet with the trustees as often as practicable to review the experience of the members so as to prevent recurrence of accidents and review and revise safety Rules and Regulations to be carried out by the members. The counsel shall have custody of all official records of the group insurance Trust. The accountant shall have custody of the financial records of the Trust. The Third Party Administrator shall have custody of all claims records of the Trust. The program administrator shall maintain the day to day records of the Trust.

**Section 3.** Each member shall report promptly all accidents and occupational diseases and shall keep a permanent record of said injuries sustained in the course of employment. Such record shall include the name of the injured, his occupation, the time, date, place of injury, description of occurrence, treatment given, name and address of physician and shall show any lost time. The member shall promptly notify the Trust in writing of all subsequent loss of time of any employee due to injury or occupational disease and submit the required payroll reports. The member shall send promptly to the Trust all medical bills and any information or communications received from any physician, attorney, claimant or any other person relating to claims.

**Section 4.** Each member shall keep complete payroll records. The Trust shall be permitted to examine the members' payroll books and other related payroll records to verify remuneration earned by the employees. Periodically the members shall file a reconciliation statement comparing wages reported to the Trust with the wages reported to the New York State Unemployment Insurance Fund.

**Section 5.** All members are required to post a notice of compliance at all employees' entrances and places of congregation, and also in the first-aid room or medical bureau, if any.

**Section 6.** No officer, director, or employee of the COMMUNITY RESIDENCE INSURANCE SAVING PLAN (CRISP) SELF-INSURANCE TRUST may represent or participate directly on behalf of an injured workman or his dependents in any Workers' compensation proceedings.

**Section 7.** The Trust shall:

- (a) Keep an accurate and complete record of all accidents to employees of the participating employers and report such accidents as provided by law.
- (b) Authorize medical aid, pay compensation and file reports in accordance with the Workers' Compensation Law.
- (c) Maintain adequate reserves at all times to carry compensation claims to final settlement and advise the members of such reserves.
- (d) Permit the representatives of the Chairman of the Workers' Compensation Board to examine its establishment and records at any time for the purpose of ascertaining its full compliance with the foregoing.
- (e) Advise the Division of Self-Insurance of the Workers' Compensation Board on appropriate forms whenever a member's membership in the Trust is terminated and for each new member.
- (f) File reports with the Chairman of the Workers' Compensation Board as requested by the Chairman and as follows:
  - (1) an itemized statement of assets and liabilities as of the close of the fiscal year; to be filed not later than three months thereafter.
  - (2) a classified payroll for the twelve months' period ending March 31 of each year.

- (3) a statement of all outstanding death and disability claims as of March 31 of each year segregated by State fiscal year of accident occurrence.
- (4) a statement of compensation payments made by the Trust for the year ending March 31, analyzed by the State fiscal year of accident occurrence.

The reports called for in 2, 3 and 4 shall be filed on or before April 30.

- (g) All references herein to the Workers' Compensation Law and Rules and Regulations include the United States Longshoremen's and Harbor Workers' Compensation Act, applicable to New York operations.

## **ARTICLE X**

### **AMENDMENTS**

**Section 1.** These By-laws may be amended by a majority vote of all of the Trustees provided such amendment is first presented in writing at one regular meeting of the Board and voted upon at the next regular meeting after all members of the Board shall have been given notice, by mail of the proposed amendment, not less than ten days prior to the meeting at which the amendment is to be voted upon. In the event of amendment to these By-laws, a copy of such amended By-laws will promptly be furnished to the Workers' Compensation Board.

## **ARTICLE XI**

### **FISCAL YEAR**

**Section 1.** The fiscal year of the Trust shall be the period December 1 to November 30.

## **ARTICLE XII**

### **CONSTRUCTION**

**Section 1.** These By-laws shall be construed in accordance with the laws of the State of New York and the Rules and Regulations of the Workers' Compensation Board.

**Section 2.** Whenever a masculine pronoun is used it shall be deemed to represent both the masculine and the feminine forms of such pronoun. Similarly, whenever a feminine pronoun is used it shall be deemed to represent both the masculine and the feminine forms of such pronoun.

**Section 3.** These By-laws shall be liberally construed in order to effectuate the intention of the Settlers of this Trust.

Revised January 2004