



Choose Columbia

Columbia Economic Development Corporation

COLUMBIA ECONOMIC DEVELOPMENT CORPORATION NOTICE OF PUBLIC MEETING

Please take notice that the January 28, 2025 meeting of the Columbia Economic Development Corporation’s Board of Directors will be held in person on January 28, 2024 at 8:30am, at One Hudson City Centre, Suite 301, Hudson, NY 12534 in accordance with Public Officers Law Section 103-a. This meeting is open to the public, who will have the opportunity to attend the meeting in person at the One Hudson City Centre address or via Zoom and provide live comments. Comments can also be provided via email before and during the meeting to mtucker@columbiaedc.com. Meeting packets are posted and available on CEDC’s website: <https://columbiaedc.com>. Join Zoom Meeting:

<https://us06web.zoom.us/j/87025837234?pwd=09txa2ETydL2NAVkenuvdDhRNaiVIP.1>

Meeting ID: 870 2583 7234, Passcode: 193570, Dial by your location: 1 646 558 8656

Find your local number: <https://us06web.zoom.us/j/87025837234?pwd=09txa2ETydL2NAVkenuvdDhRNaiVIP.1>

Dated: January 21, 2025, Michael Molinski, Secretary Columbia Economic Development Corporation

CEDC Board of Directors Agenda

Members:

James Calvin	Michael Johnston	Richard Nesbitt
Richard Cummings	Amanda Karch	Carmine Pierro
Carlee Drummer	Kenneth Leggett	Rachel Puckett
Tarah Gay	Rachel Levine	Sean Sawyer
Justin Goldman	Christian Lopez	Ryan Skoda
Derek Grout	Bryan Mahoney	
Christine Hinz	Michael Molinski	

1. Call to Order
2. Election of 2025 Officers*
3. Chair’s Remarks
4. Consent Agenda*
 - a. Minutes, December 17, 2024
 - b. 2025 Housekeeping Resolution*
 - i. 2025 Compliance Calendar
 - ii. Committee Charter Approval (Executive, Audit, Finance, Governance and Nominating, Loan, Workforce & Education)
 - iii. 2024 Committee Discharged Duties (Executive, Audit, Finance, Governance & Nominating, Loan)
 - iv. 2024 Committee Evaluations (Finance)
 - v. 2024 Mission Statement and Performance Measures Report
 - vi. 2025 Mission Statement and Measurement Goals
5. Committees Report
 - a. Governance & Nominating Committee
 - i. Committee Appointments*
 - b. Loan Committee
 - i. Portfolio Dashboard*
 - ii. Reclaiming Fitness LLC Loan Request
6. President/CEO Report
 - a. Treasurer’s Report*
 - b. Columbia County Contract*
 - c. CEDC Activities Update
 - i. Columbia Forward
 - ii. Broadband
 - iii. Housing
 - iv. Workforce & Education
 - v. Annual Meeting Plans
7. 2025 Membership Renewal Progress
8. Public Comments

Attachments:

Draft December 17 2024 minutes	2024 Discharged Duties	Portfolio Dashboard
2025 Housekeeping Resolution	2024 Finance Committee Evaluation	Reclaiming Fitness Loan Request
2025 Compliance Calendar	2024 Mission Statement and Perf. Measures Report	Treasurer’s Report
Committee Charters	2025 Mission Statement & Performance Goals	

*Requires Approval

CEDC Board of Directors

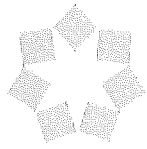
Slate 2025

James Calvin – Board Chair

Tarah Gay – Vice-Chair

Bryan Mahoney – Treasurer

Michael Molinski - Secretary



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COLUMBIA ECONOMIC DEVELOPMENT CORPORATION

Meeting Minutes Draft

Tuesday, December 17, 2024

One Hudson City Centre, Suite 301

Hudson, NY 12534

A regularly scheduled meeting of the Columbia Economic Development Corporation (CEDC) Board of Directors was held in person at their office located at One Hudson City Centre, Suite 301, Hudson, NY 12534 on December 17, 2024. The meeting was called to order at 8:35 a.m. by James Calvin, Chair.

Attendee Name	Title	Status	Arrived/ Departed
James Calvin	Chair	Present in person	
Richard Cummings	Board Member	Present in person	
Carlee Drummer	Board Member – Ex-Officio	Present in person	
Tarah Gay	Vice - Chair	Absent	
Justin Goldman	Board Member	Present in person	
Derek Grout	Board Member	Present in person	
Christine Hinz	Board Member	Present in person	
Michael Johnston	Board Member	Absent	
Amanda Karch	Board member – Ex-Officio	Present in person	
Kenneth Leggett	Board Member	Absent	
Rachel Levine	Board Member	Present in person	
Christian Lopez	Board Member	Absent	
Bryan Mahoney	Treasurer	Present in person	
Michael Molinski	Secretary	Absent	
Richard Nesbitt	Board Member	Present in person	
Carmine Pierro	Board Member – Ex Officio	Present in person	
Rachel Puckett	Board Member	Present in person	
Sean Sawyer	Board Member	Present via Zoom	
Ryan Skoda	Board Member – Ex Officio	Present in person	
Andy Howard	CEDC Attorney	Present in person	
F. Michael Tucker	President/CEO	Present in person	
Chris Brown	Housing Coordinator	Present in person	
Martha Lane	Vice President Business Development	Present in person	
Stephen Vandenburg	Business Development Specialist	Present in person	
Alondra Isidro	Project Manager	Present in person	
Cathy Lyden	Bookkeeper	Absent	
Riley Werner	Administrative Assistant	Present in person	
Lisa Drahushuk	Administrative Supervisor	Present in person	

Call to Order:

Mr. Calvin called the meeting to order at 8:35am. He introduced Christine Hinz, the newest CEDC Board member to the attendees. He stated she was a Realtor, working for Coldwell Banker Village Green. He asked the Board members to introduce themselves to Ms. Hinz.

Committee Reports:**Audit Committee Charter:**

Mr. Tucker stated the Audit and Finance committees had been separated at the beginning of the year. He stated the Audit Committee had at their last meeting, reviewed and recommended the attached charter to the full board for approval. *Mr. Cummings made a motion, seconded by Mr. Grout to approve the Audit committee charter as presented. Carried.*

2024 Audit Engagement Letter:

Mr. Tucker reviewed details of the proposed audit engagement with UHY LLP, Certified Public Accountants. He noted the fee for the 2024 audit had gone up approximately 10% from the previous year. He noted there was a separate engagement letter to do the corporate taxes which had gone up slightly less than 10%. He stated the Audit Committee had recommended approving the engagement letter and stated they would meet in the spring to develop an RFP for next year's audit. *Mr. Mahoney made a motion, seconded by Ms. Levine to approve the execution of the audit engagement letter as presented. Carried.*

Mr. Calvin asked for a motion to approve the tax engagement letter as presented. *Mr. Mahoney made a motion, seconded by Mr. Grout to approve the execution of the tax engagement letter as presented. Carried.*

Executive Committee Report:**Strategic Planning Preparations:**

Mr. Calvin stated the Executive Committee had met and discussed the Strategic Plan. Mr. Tucker stated he had contacted MRB Associates, who provide strategic planning consulting services. He noted they had sent a proposal. He stated he countered with a lower price stating some of the work can be done in house. He stated he would be speaking with them later in the week to discuss the project further. Mr. Calvin stated a Strategic Planning session would be done during the February CEDC Full Board meeting.

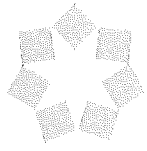
Performance Review:

Mr. Calvin stated the Executive Committee had conducted the annual performance review of the President and CEO and asked to enter into Executive Session under Public Officer's Law Article 7, §105. Conduct of executive sessions.1. Upon a majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public moneys: f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. Upon a motion made by Mr. Cummings and seconded by Mr. Goldman, Executive Session was entered into at 8:50am

Executive Session was exited at 8:59am upon a motion made by Ms. Levine and seconded by Mr. Grout. Mr. Calvin asked for a motion to extend Mr. Tucker's contract to June 30, 2026. Mr. Cummings made a motion, seconded by Ms. Levine. Carried.

Mr. Calvin called for a motion to increase the 2025 rate of compensation on Mr. Tucker's contract to an amount agreed upon in executive session. *Mr. Cummings made a motion, seconded by Mr. Nesbitt to increase the contracted compensation to the amount set in Executive Session. Carried.*

Executive Search Committee:



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Mr. Calvin stated that the committee met December 10 and refined the timetable for the hiring of the new President/CEO. He stated the goal for the announcement of the new hire was April 2026, with a posting of the position during Summer 2025.

Portfolio Dashboard:

Ms. Lane stated Loan Client A was seriously in arrears and the situation was being addressed. She stated Loan Client B had been in touch with her, and had made a payment on both their loans. Loan Client C was in arrears and had been in touch with Ms. Lane. Mr. Tucker stated there were several clients that were concerning, but none were yet at a point of writing off. *Ms. Puckett made a motion, seconded by Mr. Nesbitt to approve the report as presented. Carried.*

Pilates Hudson LLC Loan Request:

Mr. Vandenburg stated the loan request from Pilates Hudson, LLC was for a \$20,000 SBA loan. He explained the business was a Pilates studio and offered instruction. Terms were 60 months at an interest rate of 7.75%. The loan proceeds were to be used for equipment purchase. Collateral would consist of a lien on business assets and the personal guarantee of the principal. *Mr. Nesbitt made a motion, seconded by Ms. Levine to approve the loan as presented. Carried.*

President/CEO Report:

Mr. Tucker gave an update on broadband including a \$120,000 grant for broadband support. He stated Mr. Brown had been successful in getting all Columbia County's towns, villages and the city apply to be pro-housing communities, the first county in the state with 100% participation. He noted CEDC had the most SBA Microloans and the highest dollar amounts loaned in the Upstate region.

Treasurer's Report:

Mr. Tucker reviewed the Treasurer's Report with the Board. He reviewed the Loan Loss account, and asked the Board to authorize transferring \$35,000 from net income to loan loss reserve. *Mr. Cummings made a motion, seconded by Ms. Levine to approve up to \$35,000 to be added to the Loan Loss Reserve account. Carried.*

Columbia County Land Bank Administration Contract:

Mr. Tucker asked the Board to approve the Land Bank Administrative Contract with Columbia County for a term of 6 months in the amount of \$15,000. *Mr. Grout made a motion, seconded by Mr. Mahoney to approve the contract as presented. Carried.*

Hinman Straub – CEDC Retainer Agreement:

Mr. Tucker presented a proposed renewal of CEDC's Labor Representation Retainer Agreement with Hinman Straub, Attorneys at Law. *Ms. Puckett made a motion seconded by Ms. Levine to approve the contract as presented. Carried.*

Computer Server Contract:

Mr. Tucker presented a quote from Repeat Services of up to \$5,000 for the movement of the server to a cloud based system. *Ms. Levine made a motion, seconded by Mr. Goldman to approve the presented contract. Carried.*

Revised 2025 Meeting Schedule:

Mr. Calvin stated it had been determined that no April Meeting of the Audit Committee would be required. The 2025 meeting schedule needed to be revised to reflect the change. *Mr. Cummings made a motion, seconded by Mr. Grout to approve the revised meeting schedule. Carried.*

Minutes November 19, 2024:

Mr. Mahoney made a motion seconded by Mr. Grout, to approve the November 19, 2024 minutes as presented,. Carried.

With no further business to be conducted and no public comments, Mr. Cummings made a motion, seconded by Mr. Grout to adjourn the meeting. Carried. The meeting was adjourned at 9:40am.

Respectfully submitted by Lisa Drafushuk,

ANNUAL HOUSEKEEPING RESOLUTION 2025

A regular meeting of Columbia Economic Development Corporation, Inc. (“CEDC”) was convened in person and via Zoom meeting on January 28, 2025 at 8:30 o’clock a.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Corporation were:

PRESENT: James Calvin
Richard Cummings III
Carlee Drummer ex-officio
Tarah Gay
Justin Goldman
Derek Grout
Christine Hinz
Amanda Karch ex officio
Michael Johnston
Kenneth Leggett
Rachel Levine
Christian Lopez
Bryan Mahoney
Michael Molinski
Richard Nesbitt
Carmine Pierro ex officio
Rachel Puckett
Sean Sawyer
Ryan Skoda ex-officio

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

F. Michael Tucker President and CEO

The following resolution was offered by _____, seconded by _____, to wit:

RESOLUTION APPROVING CERTAIN APPOINTMENTS AND ADMINISTRATIVE MATTERS OF CEDC.

WHEREAS, the COLUMBIA ECONOMIC DEVELOPMENT CORPORATION (hereinafter, the “CEDC”), is authorized and empowered by the provisions of Chapter 35 of the Not-for-Profit Law of the State of New York and the Public Authorities Accountability Act of 2005, as amended by Chapter 506 of the Laws of 2009 (collectively, the “Act”) to operate as a not-for-profit local development corporation operated for the exclusively charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding a community or geographical area by attracting new industry to the

community or area or by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, pursuant to the organization’s by-laws, the Board of Directors of the CEDC desire to make certain appointments and approve certain administrative matters;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COLUMBIA ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1. The CEDC hereby takes the following actions:

(A) Approves the appointments and the administrative matters described in Schedule A attached hereto.

(B) Approves and confirms the policies described in Schedule A and contained in the Corporation’s Policy Manual.

Section 2. The CEDC hereby authorized the Chairman and the President and Chief Executive Officer to take all steps necessary to implement the matters described in Schedule A attached.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

	Aye	Nay	Absent
James Calvin			
Richard Cummings III			
Tarah Gay			
Justin Goldman			
Derek Grout			
Christine Hinz			
Michael Johnston			
Kenneth Leggett			
Rachel Levine			
Christian Lopez			
Bryan Mahoney			
Michael Molinski			
Richard Nesbitt			
Rachel Puckett			
Sean Sawyer			

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF COLUMBIA)

I, the undersigned Secretary of Columbia Economic Development Corporation (“Corporation”), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the Board of Directors of the Corporation held on January 28, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all Board of Directors of the Corporation had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law. (D) in accordance with the Governor’s Executive Order 202.1, the Board meeting was held in person and on the ZOOM platform and was open to all public; and (E) there was a quorum of the Board of Directors of the Corporation present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this ____ day of _____, 2025.

Secretary

(SEAL)

SCHEDULE A

1. Confirmation of Regular Corporation Meeting Schedule - The regular meeting schedule for the Board of Directors shall be the last Tuesday every month at 8:30am beginning in January 2025 unless otherwise indicated in the approved schedule.
2. Appointment of President and Chief Executive Officer– F. Michael Tucker of Tucker Strategies, Inc. shall serve as President and Chief Executive Officer of the Columbia Economic Development Corporation.
3. Appointment of Accounting Firm of the Corporation – UHY LLP. shall be the accounting firm of CEDC.
4. Appointment of Corporate Counsel – Freeman Howard, P.C. shall serve as counsel to CEDC.
5. Appointment of Ethics Officer –CEDC Secretary shall serve as Ethics Officer to CEDC.
6. Appointment of Executive Committee Members: Chair- James Calvin, Vice Chair-Tarah Gay, Secretary- Michael Molinski , Treasurer-Bryan Mahoney , Member - Richard Cummings.
7. Appointment of Audit Committee Members: Chair -James Calvin, Tarah Gay, Michael Molinski, Kenneth Leggett, Rachel Levine.
8. Appointment of Finance Committee Members: Chair-Tarah Gay, Members: James Calvin, Bryan Mahoney, Rachel Puckett, Richard Nesbitt, Carmine Pierro.
9. Appointment of Governance and Nominating Committee: Chair- Rachel Levine, Members: James Calvin, Rick Cummings, Tarah Gay, Christine Hinz, Kenneth Leggett.
10. Appointment of Loan Committee: Chair-Kenneth Leggett, Members: James Calvin, Justin Goldman, Rachel Levine, Michael Molinski, Rachel Puckett
11. Appointment of Workforce and Education Committee Members: Carlee Drummer, James Calvin, Derek Grout, Michael Johnston, Amanda Karch, Bryan Mahoney, Michael Molinski, Sean Sawyer
12. Appointment of Bank of the Corporation and Accounts – CEDC is hereby authorized to continue to maintain and utilize all of its current accounts in the various banking institutions in the County.

13. Approval and Confirmation of Corporate Policies– CEDC is hereby authorized to continue the existing policies which it has previously adopted for:

- a. Anti-Nepotism Policy
- b. Board Reimbursement and Attendance Policy
- c. Code of Ethics
- d. Conflict of Interest
- e. Defense and Indemnification of Officers and Employees
- f. Employee Manual
- g. Equal Employment Opportunities
- h. Employee Compensation Program
- i. Financial Disclosure Policy
- j. Investment Policy
- k. Minority and Women Business Enterprise Policy
- l. Procurement Policy
- m. Property Acquisition Policy
- n. Property Disposition Policy
- o. Record Retention Policy
- p. Whistleblower Policy

pursuant to the Public Authorities Accountability Act as well as New York State Not-For-Profit Law.

14. Approval of Corporate Documents:

- a. 2025 Compliance Calendar
- b. Committee Charters: Audit, Finance, Executive, Governance & Nominating, Loan, Workforce & Education
- c. 2024 Discharged Duties Committees and Board
- d. 2024 Mission Statement and Performance Measurement Statement
- e. 2025 Mission Statement and Measurement Goals

CEDC Compliance Calendar 2025

Board Meeting Month	Activity	Notes
January - March	<p>Board and Committee Self-Evaluations Summary Review, Required documents presented to Board and Committees for approval</p> <p>Review Mission Statement and Measurements Report for changes, Board and Committee Self-Evaluation Summary review, Required documents presented to Board and Committees for review</p> <p>Review Annual, Audit, Procurement and Investment Reports (Reports are produced by PARIS) DEADLINE 3/31/25 Board Evaluation Deadline for submission 3/31/25</p>	<p>Require Committee & Board review and approval</p> <p>Changes to Mission Statement require BD approval and resubmission to ABO</p>
April	Form 990 review and approval. Policy and Procedure Review and update Annual Financial Disclosures Distribution/Follow up	Form 990 requires Board review and approval
May - October	Policy and Procedure Review and update. Budget Review and approval Budget Review DEADLINE 10/31/25	Budget requires Board review and approval
October	Budget Review and approval	
November - December	Policy and Procedure Review and update Board and Committee Evaluation Distribution Board and Committee Evaluations Followup Preparation begins on required documents for following year	

EXECUTIVE COMMITTEE CHARTER

Columbia Economic Development Corporation

This Executive Committee Charter was adopted by the Board of Directors of the Columbia Economic Development Corporation, a public benefit corporation established under the laws of the State of New York, on this 25th day of June, 2024.

Purpose:

Pursuant to Article IV, Section 1 of the Corporation's bylaws, the Executive Committee is delegated to act for the Board in fulfilling the Board's fiduciary duties by engaging in the activities identified in this Charter and by acting for the Board between meetings of the Board to the extent allowed by law, within the limits established in this charter and the bylaws.

Powers of the Executive Committee

In discharging its role, the Committee is empowered to inquire into any matter it considers appropriate to carry out its responsibilities, with access to all books, records, facilities and personnel of the Organization. The Committee shall have the power to retain outside counsel or other advisors to assist it in carrying out its activities. The Organization shall provide adequate resources to support the Committee's activities, including compensation of the Organization's counsel and other advisors retained by the Committee. The Committee shall have the sole authority to retain, compensate, direct, oversee and terminate counsel and other advisors hired to assist the Committee, who shall be accountable ultimately to the Committee.

The Committee shall undertake the following responsibilities, which are set forth as a guide. The Committee is authorized to carry out these activities and other actions reasonably related to the Committee's purposes or as assigned by the Board from time to time. To fulfill its purposes, the Committee shall:

- Executive Oversight. Subject to limitations on its authority established by the Board, by laws or law, the Executive Committee shall oversee the performance of the President/CEO and executive staff and make annual recommendations to the Board concerning performance, expectations, compensation and other considerations as required.
- Personnel Matters. The Executive Committee shall oversee the development of personnel policies and their implementation by the President/CEO.
- Call special meetings of the Board when required; and
- Maintain minutes of meetings and regularly report to the Board on Committee findings, recommendations and actions, and any other matters the Committee deems appropriate or the Board requests.
- Act on behalf of the Board on matters that arise between scheduled Board meetings or when it is not practical or feasible for the Board to meet, to the extent

permitted by applicable law and regulations, the certificate of incorporation and the bylaws. However, the Committee shall **not** have the power or authority to act on behalf of the Board with respect to the following matters:

- Adopt, amend or repeal any provision of the certificate of incorporation or bylaws;
- Elect, appoint or remove directors or permanently fill vacancies on the Board or any committee of the Board;
- Amend any committee charter or resolution of a Board committee previously established by the Board;
- Amend the Organization's mission;
- Approve or recommend to members the dissolution, merger, or the sale, pledge or transfer of all or substantially all of the corporate assets;
- Appointing or terminating the appointment of the President/CEO;
- Approve or modify the budget;
- Add or eliminate programs previously authorized by the Board;
- Change or add membership categories or the rights or benefits of membership;
- Permanently relocate the main office

Composition of Committee and Selection of Members

The Executive Committee will consist of the Chairperson, Vice-Chairperson, Secretary, Treasurer and up to three independent members of the Board of Directors as selected by the Chairperson of the Board of Directors and ratified by the Board of Directors of the Corporation. The President/CEO shall be an ex officio member without a vote, invited to attend meetings of the Executive Committee unless requested not to attend by the person acting as Chair.

Meetings:

The Committee shall meet as deemed necessary by the Chair. Members of the Executive Committee are expected to attend each committee meeting. A majority of the members of the Committee shall constitute a quorum. The act of a majority of the Committee members present at a meeting at which a quorum is present shall be the act

of the Committee. The Chairperson shall preside over Committee meetings, which shall be open to the public in accordance with the salient provisions of the Open Meeting Law of the State of New York, as set forth within Article 7 of the Public Officers Law. Meeting agendas shall be prepared prior to every meeting and provided to the Committee members along with any other relevant materials at least five (5) business days before the scheduled Executive Committee meeting.

Minutes of these meetings shall be recorded and a report of the Committee's meeting shall be prepared and presented to the Board of Directors at its next scheduled meeting following the meeting of the Committee.

AUDIT COMMITTEE CHARTER

Columbia Economic Development Corporation

This Audit Committee Charter was adopted by the Board of Directors of the Columbia Economic Development Corporation, a public benefit corporation established under the laws of the State of New York, on this 10 day of December, 2024.

Purpose

Pursuant to Article IV, Section 1 of the Corporation's bylaws, the purpose of the Audit committee shall be to (1) assure that the Corporation's board fulfills its responsibilities for the Corporation's internal and external audit process, the financial reporting process and the system of risk assessment and internal controls over financial reporting; and (2) provide an avenue of communication between management, the independent auditors, the internal auditors, and the board of directors;

Powers of the Audit Committee

It shall be the responsibility of the Audit committee to:

- Oversee the work of any public accounting firm employed by the Corporation.
- Conduct or authorize investigations into any matters within its scope of responsibility.
- Seek any information it requires from Corporation employees, all of whom should be directed by the board to cooperate with committee requests.
- Meet with Corporation staff, independent auditors or outside counsel, as necessary.
- Retain, at the Corporation's expense, such outside counsel, experts and other advisors as the audit committee may deem appropriate.
- Report annually to the corporation's board how it discharged its duties and met its responsibilities as outlined in the charter.
- Conduct an annual self-evaluation of its performance, including its effectiveness and compliance with the charter and request board approval of any proposed changes to said charter.
- Annually review by the CEDC and SBA loan funds, including loan policies, lending limits and reserves.

The CEDC Board of Directors will ensure that the Audit committee has sufficient resources to carry out its duties.

Composition of Committee and Selection of Members

The membership of the committee shall be as set forth in accordance with and pursuant to Article IV, Section 1 of the Corporation's bylaws. The Audit committee shall consist of at least five (5) Independent Directors of the Corporation. The Audit Committee shall consist of the Chairperson of the Board of Directors, Vice-Chairperson of the Board of Directors, Secretary of the Board of Directors, Chairperson of the Loan Committee and Chairperson of the Governance and Nominating Committee. The Chairperson of the Audit Committee shall be appointed by the Chairperson of the Board of Directors and ratified by the Board of Directors.

Audit committee members shall be prohibited from being an employee of the Corporation or an immediate family member of an employee of the Corporation. In addition, Audit committee members shall not engage in any private business transactions with the Corporation or receive compensation from any private entity that has material business relationships with the Corporation, or be an immediate family member of an individual that engages in private business transactions with the Corporation or receives compensation from an entity that has material business relationships with the Corporation.

Ideally, all members on the Audit committee shall possess or obtain a basic understanding of governmental financial reporting and auditing.

The audit committee shall have access to the services of at least *one financial expert*; whose name shall be disclosed in the annual report of the Corporation.

The Audit committee's financial expert should have 1) an understanding of generally accepted accounting principles and financial statements; 2) experience in preparing or auditing financial statements of comparable entities; 3) experience in applying such principles in connection with the accounting for estimates, accruals and reserves; 4) experience with internal accounting controls and, 5) an understanding of audit committee functions.

Meetings

The Audit committee will meet a minimum of twice a year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in the charter.

Members of the Audit committee are expected to attend each committee meeting, in accordance with the provisions of Article 7 of the Public Officers Law. The Audit committee may invite other individuals, such as members of management, auditors or other technical experts to attend meetings and provide pertinent information, as necessary.

The Audit committee will meet with the Corporation's independent auditor at least annually to discuss the financial statements of the Corporation.

The Chairperson shall preside over Committee meetings, which shall be open to the public in accordance with the salient provisions of the Open Meeting Law of the State of New York, as set forth within Article 7 of the Public Officers Law. Meeting agendas shall be prepared prior to every meeting and provided to the Committee members along with any other relevant materials at least five (5) business days before the scheduled Audit Committee meeting.

Minutes of these meetings shall be recorded and a report of the Committee's meeting shall be prepared and presented to the Board of Directors at its next scheduled meeting following the meeting of the Committee.

Responsibilities

The Audit committee shall have responsibilities related to: (a) the independent auditor and annual financial statements; (b) the Corporation's internal auditors; (c) oversight of management's internal controls, compliance and risk assessment practices; (d) special investigations and whistleblower policies; and (e) miscellaneous issues related to the financial practices of the Corporation.

A. Independent Auditors and Financial Statements

The Audit committee shall:

- Recommend and oversee independent auditors retained by the Corporation and pre-approve all audit services provided by the independent auditor.
- Establish procedures for the engagement of the independent auditor to provide permitted audit services. The Corporation's independent auditor shall be prohibited from providing non-audit services unless having received previous written approval from the audit committee. Non-audit services include tasks that directly support the Corporation's operations, such as bookkeeping or other services related to the accounting records or financial statements of the Corporation, financial information systems design and implementation, appraisal or valuation services, actuarial services, investment banking services, and other tasks that may involve performing management functions or making management decisions.
- Review and approve the Corporation's audited financial statements, associated management letter, report on internal controls and all other auditor communications.
- Review significant accounting and reporting issues, including complex or unusual transactions and management decisions, and recent professional and regulatory pronouncements, and understand their impact on the financial statements.

- Meet with the independent audit firm on a regular basis to discuss any significant issues that may have surfaced during the course of the audit.
- Review and discuss any significant risks reported in the independent audit findings and recommendations and assess the responsiveness and timeliness of management's follow-up activities pertaining to the same.

B. Internal Auditors

The Audit committee shall:

- Review with management and the internal audit director, the charter, activities, staffing and organizational structure of the internal audit function. The audit committee shall have Corporation over the appointment, dismissal, compensation and performance reviews of the internal audit director.
- Ensure that the internal audit function is organizationally independent from Corporation operations.
- Review the reports of internal auditors, and have Corporation to review and approve the annual internal audit plan.
- Review the results of internal audits and approve procedures for implementing accepted recommendations of the internal auditor.

C. Internal Controls, Compliance and Risk Assessment

The Audit committee shall:

- Review management's assessment of the effectiveness of the Corporation's internal controls and review the report on internal controls by the independent auditor as a part of the financial audit engagement.

D. Special Investigations

The Audit committee shall:

- Ensure that the Corporation has an appropriate confidential mechanism for individuals to report suspected fraudulent activities, allegations of corruption, fraud, criminal activity, conflicts of interest or abuse by the directors, officers, or employees of the Corporation or any persons having business dealings with the Corporation or breaches of internal control.
- Develop procedures for the receipt, retention, investigation and/or referral of complaints concerning accounting, internal controls and auditing to the appropriate body.
- Request and oversee special investigations as needed and/or refer specific issues to the appropriate body for further investigation (for example, issues may be referred to the State Inspector General or, other investigatory organization.)
- Review all reports delivered to it by the Inspector General and serve as a point of contact with the Inspector General.

E. Other Responsibilities of the Audit Committee

The Audit committee shall:

- Present annually to the Corporation's board a written report of how it has discharged its duties and met its responsibilities as outlined in the charter.
- Obtain any information and training needed to enhance the committee members' understanding of the role of internal audits and the independent auditor, the risk management process, internal controls and a certain level of familiarity in financial reporting standards and processes.
- Review the committee's charter annually, reassess its adequacy, and recommend any proposed changes to the board of the Corporation. The audit committee charter will be updated as applicable laws, regulations, accounting and auditing standards change.
- Conduct an annual self-evaluation of its performance, including its effectiveness and compliance with the charter and request the board approval for proposed changes.

Approved December 10, 2024

FINANCE COMMITTEE CHARTER

Columbia Economic Development Corporation

This Finance Committee Charter was adopted by the Board of Directors of the Columbia Economic Development Committee, a public benefit corporation established under the laws of the State of New York, on this 27 day of August, 2024.

Purpose

Pursuant to Article IV, Section 1 of the Corporation's bylaws, the purpose of the Finance committee is to assist the Board by:

- Reviewing the profit and loss statements, balance sheets, financial statements and other written reports of the Corporation;
- Reviewing any proposals for the issuance of debt by the Corporation and its subsidiaries, if any, and make recommendations relative to same;
- Oversee the corporation's debt and debt practices and to recommend policies concerning the corporation's issuance and management of debt.

Powers of the Finance Committee

It shall be the responsibility of the Finance committee to:

- Recommend and oversee the work of any public accounting firm employed by the Corporation.
- Meet with Corporation staff, independent auditors or outside counsel, as necessary.
- Review proposals for the issuance of debt by the corporation and its subsidiaries and to make recommendations concerning those proposals to the board.
- Make recommendations concerning the appointment and compensation of investment advisors and underwriting firms used by the corporation, and to oversee the work performed by these individuals and firms on behalf of the corporation.
- Review proposals relating to the repayment of debt or other long-term financing arrangements by the corporation and its subsidiaries.
- Report annually to the corporation's board how it discharged its duties and met its responsibilities as outlined in the charter.
- Conduct and annual self-evaluation of its performance, including its effectiveness and compliance with the charter and request board approval of any proposed changes to said charter.
- Annually review by the CEDC and SBA loan funds, including loan policies, lending limits and reserves.

The CEDC Board of Directors will ensure that the Finance committee has sufficient resources to carry out its duties.

Composition of Committee and Selection of Members

The membership of the committee shall be as set forth in accordance with and pursuant to Article IV, Section 1 of the Corporation's bylaws. The Finance committee shall consist of at least five (5) independent Directors of the Corporation. The Chairperson of the Finance Committee shall be the Treasurer of the corporation.

Finance committee members shall be prohibited from being an employee of the Corporation or an immediate family member of an employee of the Corporation. In addition, Finance committee members shall not engage in any private business transactions with the Corporation or receive compensation from any private entity that has material business relationships with the Corporation, or be an immediate family member of an individual that engages in private business transactions with the Corporation or receives compensation from an entity that has material business relationships with the Corporation.

Ideally, all members on the Finance committee shall possess or obtain a basic understanding of governmental financial reporting.

Meetings

The Finance committee will meet a minimum of twice a year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in the charter.

Members of the Finance committee are expected to attend each committee meeting, in accordance with the provisions of Article 7 of the Public Officers Law. The Finance committee may invite other individuals, such as members of management, auditors or other technical experts to attend meetings and provide pertinent information, as necessary.

The Finance committee will meet with the Corporation's independent auditor at least annually to discuss the financial statements of the Corporation.

The Chairperson shall preside over Committee meetings, which shall be open to the public in accordance with the salient provisions of the Open Meeting Law of the State of New York, as set forth within Article 7 of the Public Officers Law. Meeting agendas shall be prepared prior to every meeting and provided to the Committee members along with any other relevant materials at least five (5) business days before the scheduled Audit and Finance Committee meeting.

Minutes of these meetings shall be recorded and a report of the Committee's meeting shall be prepared and presented to the Board of Directors at its next scheduled meeting following the meeting of the Committee.

Responsibilities

The Finance committee shall have responsibilities related to: (a) the annual financial statements; (b) oversight of management's internal controls, compliance and risk assessment practices; (c) miscellaneous issues related to the financial practices of the Corporation.

A. Review Financial Statements

The Finance committee shall:

- Review and approve the Corporation's audited financial statements, associated management letter, report on internal controls and any other auditor communications.
- Review significant accounting and reporting issues, including complex or unusual transactions and management decisions, and recent professional and regulatory pronouncements, and understand their impact on the financial statements.
- Review and discuss any significant risks reported in the independent audit findings and recommendations and assess the responsiveness and timeliness of management's follow-up activities pertaining to the same.

B. Review Corporation's Annual Budget

The Finance Committee shall:

- Review, amend, and recommend the corporation's annual operating budget as presented by corporate management for the upcoming fiscal year.
- Recommend the annual budget to the Board of Directors for approval after incorporating necessary amendments.
- Monitor and report to the Board of Directors on the corporation's compliance with its adopted budget during the fiscal year (actual v. estimated budget) on a monthly/quarterly basis.

C. Review Financial and Procurement Thresholds

The Finance Committee shall:

- Review and make recommendations to the Board of Directors regarding any proposed procurements submitted to the committee.
- Review and recommend changes to the corporation's thresholds for procuring goods and services and procurement policy.
- Review and recommend changes to the corporation's fee schedules.

- Review the scope and terms of the corporation's insurance policies and liability coverage on an annual basis.

D. Other Responsibilities of the Finance Committee

The Finance committee shall:

- Present annually to the Corporation's board a written report of how it has discharged its duties and met its responsibilities as outlined in the charter.
- Obtain any information and training needed to enhance the committee members' in financial reporting standards and processes.
- Review the committee's charter annually, reassess its adequacy, and recommend any proposed changes to the board of the Corporation.
- Conduct an annual self-evaluation of its performance, including its effectiveness and compliance with the charter and request the board approval for proposed changes.

GOVERNANCE AND NOMINATING COMMITTEE

Columbia Economic Development Corporation

This Governance and Nominating Committee Charter was adopted by the Board of Directors of the Columbia Economic Development Corporation (“CEDC”), a public benefit corporation established under the laws of the State of New York, on this 27th day of August, 2024.

Purpose

Pursuant to Article IV, Section 1 of the Corporation’s bylaws, the purpose of the Governance and Nominating committee is to assist the Board by:

- Keeping the Board informed of current best practices in corporate Governance and Nomination of Directors and Officers;
- Reviewing corporate Governance and Nominating trends for their applicability to the CEDC;
- Updating the CEDC 's corporate Governance and Nominating principles and Governance and Nominating practices;
- Advising those responsible for appointing directors to the Board on the skills, qualities and professional or educational experiences necessary to be effective Board members; and
- Seeking, recommending and nominating qualified candidates for election or appointment to the Board of Directors of the corporation;

Powers of the Governance and Nominating and Nominating Committee

The Board of Directors has delegated to the Governance and Nominating committee the power and Corporation necessary to discharge its duties, including the right to:

- Meet with and obtain any information it may require from Corporation staff.
- Obtain advice and assistance from in-house or outside counsel, accounting and other advisors as the committee deems necessary.
- Solicit, at the Corporation’s expense, persons having special competencies, including legal, accounting or other consultants as the committee deems necessary to fulfill its responsibilities. The Governance and Nominating committee shall have the authority to negotiate the terms and conditions of any contractual relationship subject to the Board’s adopted procurement guidelines as per Public Authorities Law §2879, and to present such contracts to the Board for its approval.
- Developing a pool of potential candidates for consideration in the event of a vacancy on the Board of Directors, including nominees recommended by members. Members may contact the Governance and Nominating Committee

Chairman, the Chairman of the Board or the Secretary of the corporation in writing when proposing a nominee. This correspondence should include a detailed description of the proposed nominee's qualifications and a method to contact that nominee if the Governance and Nominating Committee so chooses.

- Following the guidelines and criteria for the screening of directorial candidates as outlined in the Candidate Nomination and Appointment policy below, recommending nominees to the full Board of Directors.

Candidate Nomination & Appointment Requirements:

The Governance and Nominating Committee believes that it is in the best interest of the Corporation and its members to obtain highly qualified candidates to serve as members of the Board of Directors. The Governance and Nominating Committee will seek candidates for election and appointment that possess the integrity, leadership skills, and competency required to direct and oversee the Corporation's management in the best interests of its members, clients, employees, and the community it serves.

Any member of the Board of Directors or the CEO may present the name of a potential candidate to the Board of Directors to the Chairperson of the Governance and Nominating Committee, along with a resume or equivalent background information. The Chairperson of the Governance and Nominating Committee shall thereafter advise the CEO and the Board Chairperson of the potential candidate and shall review the qualifications of said potential candidate with the Governance and Nominating Committee, who shall decide whether to proceed with an interview of said potential candidate. Pursuant to the foregoing, the Governance and Nominating Committee will vote upon which candidates to recommend to the full Board of Directors for election to said Board.

Composition and Selection

The membership of the committee shall be as set forth in accordance with and pursuant to Article IV, Section 1 of the Corporation's bylaws. The Governance and Nominating committee shall be comprised of at least five (5) independent Directors of the Corporation. The Governance and Nominating committee members shall be appointed by, and will serve at the discretion of the CEDC's Board of Directors. The Chairperson of the Governance and Nominating committee shall be selected by the Chairperson of the Board of Directors and ratified by the Board of Directors. The members shall serve until their resignation, retirement, removal by the Board or until their successors shall be appointed and qualified. When feasible, the immediate past Governance and Nominating committee Chair will continue serving as a member of the Committee for at least one year to ensure an orderly transition.

Governance and Nominating committee members shall be prohibited from being an employee of the Corporation or an immediate family member of an employee of the Corporation. In addition, Governance and Nominating committee members shall not engage in any private business transactions with the Corporation or receive

compensation from any private entity that has material business relationships with the Corporation, or be an immediate family member of an individual that engages in private business transactions with the Corporation or receives compensation from an entity that has material business relationships with the Corporation.

The Governance and Nominating committee members should be knowledgeable or become knowledgeable in matters pertaining to Governance and the nominating of directors and officers.

Committee Structure and Meetings

The Governance and Nominating committee will meet a minimum of twice a year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in the charter. The Chairperson shall preside over Committee meetings, which shall be open to the public in accordance with the salient provisions of the Open Meeting Law of the State of New York, as set forth within Article 7 of the Public Officers Law. Meeting agendas shall be prepared prior to every meeting and provided to the Committee members along with any other relevant materials at least five (5) business days before the scheduled Governance and Nominating Committee meeting.

Responsibilities

To accomplish the objectives of good Governance and Nominating and accountability, the Governance and Nominating committee has responsibilities related to: (a) the Corporation's Board; (b) evaluation of the Corporation's policies; and (c) other miscellaneous issues.

Relationship to the Corporation's Board

The Board of Directors has delegated to the Governance and Nominating committee the responsibility to review, develop, draft, revise or oversee policies and practices for which the Governance and Nominating committee has specific expertise, as follows:

- Develop the Corporation's Governance and Nominating practices. These practices should address transparency, independence, accountability, fiduciary responsibilities, and management oversight.
- Develop the competencies and personal attributes required of Directors to assist those authorized to appoint members to the Board in identifying qualified individuals.

In addition, the Governance and Nominating committee shall:

- Develop and recommend to the Board the number and structure of committees to be created by the Board.

- Develop and provide recommendations to the Board regarding Board member education, including new member orientation and regularly scheduled board member training to be obtained from state-approved trainers.
- Develop and provide recommendations to the Board on performance evaluations, including coordination and oversight of such evaluations of the board, its committees and senior management in the Corporation's Governance and Nominating process.
- Develop and recommend the slate of officers to be elected at the November Board of Directors meeting.

Evaluation of the Corporation's Policies

The Governance and Nominating committee shall:

- Develop, review on a regular basis, and update as necessary the Corporation's code of ethics and written policies regarding conflicts of interest. Such code of ethics and policies shall be at least as stringent as the laws, rules, regulations and policies applicable to state officers and employees.
- Develop and recommend to the Board any required revisions to the Corporation's written policies regarding the protection of whistleblowers from retaliation.
- Develop and recommend to the Board any required revisions to the Corporation's equal opportunity and affirmative action policies.
- Develop and recommend to the Board any required updates on the Corporation's written policies regarding procurement of goods and services, including policies relating to the disclosure of persons who attempt to influence the Corporation's procurement process.
- Develop and recommend to the Board any required updates on the Corporation's written policies regarding the disposition of real and personal property.
- Develop and recommend to the Board any other policies or documents relating to the Governance and Nominating of the Corporation, including rules and procedures for conducting the business of the Corporation's Board, such as the Corporation's by-laws. The Governance and Nominating committee will oversee the implementation and effectiveness of the by-laws and other Governance and Nominating documents and recommend modifications as needed.

Other Responsibilities

The Governance and Nominating committee shall:

- Review on an annual basis the compensation and benefits for the President & CEO and other senior Corporation officials.
- Annually review, assess and make necessary changes to the Governance and Nominating committee charter and provide a self-evaluation of the Governance and Nominating committee.

Reports

The Governance and Nominating committee shall:

- Report its actions and recommendations to the Board at the next regular meeting of the Board.
- Report to the Board, at least annually, regarding any proposed changes to the Governance and Nominating charter or the Governance and Nominating guidelines.
- Provide a self-evaluation of the Governance and Nominating committee's functions on an annual basis.

LOAN COMMITTEE CHARTER

Columbia Economic Development Corporation

This Loan Committee Charter was adopted by the Board of Directors of the Columbia Economic Development Corporation, a public benefit corporation established under the laws of the State of New York, on this 28th day of May, 2024.

Purpose

Pursuant to Article IV, Section 1 of the Corporation's bylaws, the purpose of the Loan Committee is to: (i) assist the Board in setting the strategic direction for the Corporation's lending operations; (ii) assist the Board in fulfilling its oversight responsibilities with respect to the Corporation's lending; (iii) assist the Board in fulfilling its oversight responsibilities with respect to the Corporation's loan servicing operations, and; (iv) fulfill such other responsibilities as assigned to it by the Board.

Powers of the Loan Committee

It shall be the responsibility of the Loan Committee to:

- Review and recommend loans and aggregate loan relationships with any individual applicant and his or her affiliates that exceed a minimum amount and up to and not to exceed the legal lending limit of the Corporation.
- Consider such information the committee as it determines to be consistent with prudent lending practices in the review and approval of any loan request, including financial statements of the borrower and any guarantors, the ability of the borrower to generate cash flow to support its debt obligations and other cash flow needs, the value and adequacy of the collateral for the loan, recent trends and statistics, and other relevant information.
- Review annually and provide recommendations to the Board regarding the overall strategic plans and initiatives for the Corporation's lending operations, and monitor the implementation of such plans including, markets served and marketing activities.
- Recommend lending policies and procedures to the Board of Directors, and monitor the implementation of such policies.
- Receive monthly reports regarding collections and delinquencies.
- Receive periodic reports regarding other significant issues within the lending operations regarding matters such as, but not limited to, compliance, staffing or other operational issues.
- Provide recommendations to the Board based upon the Committee's activities.
- Conduct an annual self-evaluation of its performance, including its effectiveness and compliance with the Charter and request board approval for proposed changes.
- Review and recommend changes to the Corporation's lending fee schedules.

Composition of Committee and Selection of Members

The membership of the committee shall be as set forth in accordance with and pursuant to Article IV, Section 1 of the Corporation's bylaws. The Loan Committee shall consist of at least five (5) independent members of the Board of Directors, who shall constitute a majority on the committee. The Loan Committee may have up to three (3) non-members of the Board of Directors, provided that the independent Board members constitute a majority of the committee. The Corporation's Board of Directors shall appoint the Loan Committee members. Members shall serve on the committee at the discretion of the Board of Directors. Members appointed to the committee shall have the background necessary to perform its duties. The Chairperson of the Loan Committee shall be selected by the members of the Loan Committee and ratified by the Board of Directors.

Meetings

The Loan Committee shall meet at least monthly, unless the Chair deems a meeting unnecessary. Members of the Loan committee are expected to attend each committee meeting. The Loan committee may invite other individuals, such as members of management, auditors or other technical experts to attend meetings and provide pertinent information, as necessary. A majority of the committee members present shall constitute a quorum.

The Chairperson shall preside over Committee meetings, which shall be open to the public in accordance with the salient provisions of the Open Meeting Law of the State of New York, as set forth within Article 7 of the Public Officers Law. Meeting agendas shall be prepared prior to every meeting and provided to the Committee members along with any other relevant materials at least five (5) business days before the scheduled Loan Committee meeting.

A report of the committee's meeting shall be prepared and presented to the Board of Directors at its next scheduled meeting following the meeting of the Loan Committee.

WORKFORCE & EDUCATION COMMITTEE CHARTER

Columbia Economic Development Corporation

This Workforce and Education Special Committee Charter was adopted by the Board of Directors of the Columbia Economic Development Corporation (“CEDC”), a public benefit corporation established under the laws of the State of New York, on this ___ day of _____ April, 2024~~3~~.

Purpose

Pursuant to Article IV, Section 2~~4~~ of the Corporation’s bylaws, the purpose of the Workforce and Education Committee is to serve as a Special Committee to assist the Board by:

- Facilitating networking and collaboration among the County’s educational, business and government institutions to stimulate purposeful alignment of educational offerings and business needs.

Powers of the Workforce and Education Committee

The Board of Directors has delegated to the Workforce and Education Committee the power and authority necessary to discharge its duties, including the right to:

- Meet with and obtain any information it may require from corporation staff.
- Obtain advice and assistance from in-house or outside counsel, and other advisors as the committee deems necessary.

Committee Composition and Selection

~~The membership of the committee shall be as set forth in accordance with and pursuant to Article IV, Section 1 of the Corporation’s by laws. The Workforce and Education Committee shall consist of at least five (5) independent Directors of the Corporation, with a preference being given to individuals possessing experience and expertise in workforce and education matters. The Workforce and Education Committee members shall be appointed by, and serve at the discretion of, the Columbia Economic Development Corporation’s Board of Directors. The Co-Chairpersons of the Committee shall be the President of the Columbia-Greene Community College, and the Executive Director Columbia-Greene County Workforce Investment Board selected by the members of the Committee and ratified by the Board of Directors.~~
The members shall serve until their resignation, retirement or removal by the Board or until their successors shall be appointed and qualified.

Workforce and Education Committee members shall be prohibited from being an employee of the Corporation or an immediate family member of an employee of the Corporation. In addition, Workforce and Education Committee members shall not engage

in any private business transactions with the Corporation, or receive compensation from any private entity that has material business relationships with the Corporation, or be an immediate family member of an individual that engages in private business transactions with the Corporation or receives compensation from an entity that has material business relationships with the Corporation.

A majority of the voting members then serving on such committee shall constitute a quorum. The vote of a majority of the voting members serving on the Committee shall be required for any action of the Committee. The Chairperson shall preside over Committee meetings, which shall be open to the public in accordance with the salient provisions of the Open Meeting Law of the State of New York, as set forth within Article 7 of the Public Officers Law. Meeting agendas shall be prepared prior to every meeting and provided to the Committee members along with any other relevant materials at least five (5) business days before the scheduled Workforce and Education Committee meeting.

Committee Structure and Meetings

The Workforce and Education Committee will meet a minimum of twice a year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in the charter. All committee members are expected to attend each meeting in person.

Meeting agendas will be prepared for every meeting and provided to the Workforce and Education Committee members at least five days in advance of the scheduled meeting, along with the appropriate materials needed to make informed decisions. The Workforce and Education Committee shall act only on the affirmative vote of a majority of the voting members serving on the committee at a meeting or by unanimous consent. Minutes of these meetings are to be recorded.

Objectives

The objectives of the Workforce and Education Committee are as outlined in the Strategic Plan:

- Create an environment that leverages Columbia County's "education to workplace" pipeline.
- Identify options to mitigate Columbia County's and the City of Hudson's limited workforce housing options.
- Attract a skilled, adaptable and inclusive workforce.

To accomplish their objectives the Committee shall oversee the Corporation's activities related to the following workforce initiatives:

- Work with Columbia-Greene Workforce Development Board to promote collaboration between economic development and education/training resources.
- Identify existing challenges and strengths of current education-workforce pipeline.

- Catalog, support, and expand existing internship and mentoring programs that link employers with the workforce.
- Define and support the creation of curriculum and training/trade programs that leverage local strengths to address local needs in targeted businesses, heritage and cultural, and non-profit communities.
- Partner with Columbia-Greene Community College, BOCES, and public school districts to define mutual educational challenges and opportunities.
- Catalog and promote available training programs to relevant county businesses.
- Identify skill gaps in local industry sectors and explore viable training solutions.
- Identify areas where Columbia Economic Development Corporation is able to partner and collaborate with County school districts, businesses and government institutions in order to advance their goal of a well trained workforce and a work ready high school graduate.

Reports

The Workforce and Education Committee shall:

- Report its actions and recommendations to the Board at the next regular meeting of the Board.
- Report to the Board, at least annually, regarding any proposed changes to the Workforce and Education Committee charter.
- Provide a self-evaluation of the Workforce and Education Committee's functions on an annual basis.

2024 CEDC Committee Discharged Duties:

2024 CEDC Audit & Finance Committee Discharged Duties:

- Reviewed and recommended the Audit Committee Charter
- Reviewed and recommended 2023 Discharged Duties
- Reviewed and recommended 2023 Committee Evaluation

2024 CEDC Audit Committee Discharged Duties

During 2024 the CEDC Audit Committee:

- Reviewed and recommended approval of the Audit Committee Charter to the CEDC Full Board.
- Reviewed and recommended approval of the 2024 Audit and Tax Return engagement letter.

2024 CEDC Finance Committee Discharged Duties:

- Reviewed and approved the 2023 Discharged Duties and Committee Evaluation.
- Reviewed and recommended the approval of committee minutes.
- Reviewed and recommended financials and reports to the Full Board.
- Reviewed and recommended the Portfolio report to the Full Board.
- Heard an update on the CEDC CDBG Microenterprise Grant project.
- Reviewed the preliminary audit report for the 2023 fiscal year.
- Reviewed and recommended their revised charter to the Full Board.
- Reviewed and recommended approval of Form 990 to the Full Board.
- Heard project updates on CEDC projects, including broadband, Columbia Forward
- Heard new proposals for an updated telephone system and an updated computer storage system.
- Reviewed and recommended the 2025 budget to the CEDC Full Board.

2024 CEDC Executive Committee Discharged Duties

During 2024 the Executive Committee:

- Reviewed and approved revised charter.
- Reviewed and approved the Executive Committee Evaluation and Discharged Duties report.
- Recommended extending current lease for an additional 5 years,
- Recommended changing the current October 29th full Board meeting to October 22nd.
- Formed a Search Committee for new President/CEO.
- Reviewed inactive board members, referring the issue to the Governance Committee.
- Heard updates on, broadband, housing, and project updates on City of Hudson IDA and Columbia County IDA projects.

2024 CEDC Governance and Nominating Committee Discharged Duties

During 2024 the CEDC Governance and Nominating Committee:

- Reviewed and recommended the following documents to the Full Board for review and approval: Committee Charter, the 2023 Discharged Duties, the 2023 Committee Evaluation, the Equal Employment Opportunity Policy, Procurement Policy, Property Acquisition Policy, Property Disposition Policy, and the Whistleblower Policy.
- Reviewed and recommended the amended By-Laws to the Full Board for review and approval.
- The Committee reviewed the attendance of the Board and Committees, recommending appointing Mr. Cummings to the Governance & Nominating Committee and Ms. Puckett to the Loan Committee.
- Recommended a slate of officers to the CEDC Board and a slate of Directors to the CEDC membership.
- Reviewed the revised committee charters and recommended them to the Full Board for approval.
- Interviewed and recommended Christian Lopez to the CEDC Full Board. Recommended Tarah Gay, the current Treasurer to fill the unexpected vacancy of Vice-Chair. Recommended Bryan Mahoney to fill the Treasurer's position.
- Created and appointed a new ex-officio Board position.
- Discussed and added 2 Board members to the Audit & Finance committee and one to the Governance & Nominating Committee.
- Reviewed Board and Committee attendance in accordance with corporate by-laws.
- Reviewed, discussed and assigned Board members to committees.
- Reviewed and recommended a 2025 meeting schedule to the full board.
- Discussed the strategic planning process, and discussed how to increase board participation in the meetings by changes to the full board meeting structure.
- .

2024 CEDC Loan Committee Discharged Duties
During 2024 the CEDC Loan Committee:

- Provided technical assistance to approximately 93 small business owners in Columbia and Greene Counties
- Closed 40 loans totaling \$790,325 (27) SBA microloans totaling \$546,000 and 13 CEDC loans totaling \$244,325). 38 were in Columbia County and 2 in Greene County.
- Of the 40 loans, 13 were Columbia Forward loans totaling \$271,000 with 10% matching grants totaling \$27,100.
- Applied for and was awarded a CDBG Microenterprise Grant in the amount of \$300,000 on behalf of Columbia County.
- Closed 13 CDBG Microenterprise Grants to 13 small businesses in Columbia County totaling \$294,750
- Secured a \$261,351 grant from the U.S. Small Business Administration for the provision of Technical Assistance
- Provided a four-week business training course that graduated 17 Columbia County entrepreneurs.
- Wrote off one loan totaling \$11,468 and re-wrote three loans
- Requested and received a \$225,000 drawdown in SBA funds.
- Provided ongoing administration of 157 loans.
- Reviewed and approved the Quarterly Risk Analysis
- Reviewed and adopted charter.
- Conducted a monthly review of the portfolio.
- Completed and reviewed their evaluation.
- Reviewed interest rates
- Reviewed the Loan Policy Manual
- Reviewed their 2023 discharged duties.

2024 CEDC Confidential Board Evaluation of Finance Committee Performance				
Criteria		Somewhat	Somewhat	
	Agree	Agree	Disagree	Disagree
The Committee members meet applicable independence requirements.	5			
The Committee reviews and approves its charter and its policies and procedures, and recommends any changes to the board for approval, at least annually.	5			
Reviews and recommends proposed procurements, changes to the thresholds for procuring goods and services including insurance and liability coverage, and changes to the corporate fee schedule	3	2		
Reviews significant issues including complex or unusual transactions and management decisions, and recent professional and regulatory pronouncements and identifies the impact on the financial statements	4	1		
Reports proceedings, findings and recommendations to the Board after each Committee meeting.	5			
Reviews, amends and recommends the annual budget to the Board of Directors	5			
Agendas and related information are circulated in advance of meetings allowing the Committee sufficient time to review information.	5			
The Committee members have the opportunity to speak with and ask questions of any Committee advisors that attend Committee meetings.	5			
The Committee conducts a self-evaluation at least annually	5			

Columbia Economic Development Corporation 2024 Mission Statement and Performance Measurement Report

Name of Public Authority:

Columbia Economic Development Corporation

Public Authority's Mission Statement:

- The mission of the Columbia Economic Development Corporation (CEDC) is to strengthen the area's tax base through economic development and job creation, to assist businesses to locate and expand within the County, and to promote Columbia County as a premier spot for both business investment and personal opportunity.

List of Performance Goals:

- A. Educate local business owners, elected officials and other community representatives regarding the resources CEDC offers to new and existing businesses in Columbia County. This includes public meetings in communities, press releases, marketing of the CEDC website, CEDC monthly newsletter etc.

Accomplishments:

A. In 2024 CEDC:

- Provided technical assistance business owners.
 - Monthly newsletters and e-blasts distributed to 3600 addresses.
 - Continued key partnerships with: the Columbia County Chamber of Commerce; Hudson Development Corporation; Hudson Valley AgriBusiness Development Corp; the Center for Economic Growth, Patterns for Progress, Columbia Greene Community College, Columbia County IDA and the City of Hudson IDA, local utilities, professional service providers and area nonprofit organizations.
 - Attended and sponsored local events spotlighting area businesses.
- B. Continue to market and administer a revolving loan program including completion of required reporting, loan administration, assist businesses interested in securing financing, post loan closing, reporting, financial and reporting.

Accomplishments:

- CEDC closed on 40 loans (27 SBA microloans totaling \$546,000, and 13 CEDC loans totaling \$244,325).
 - Successfully completed an annual SBA review with no significant findings.
 - Provided technical assistance to over 93 small business owners.
 - Ongoing administration of 157 loans.
- C. Continue to work with all municipalities in Columbia County to assist with projects which will have an economic impact on localities, including researching grant funding available, applications for grant funding and administration of grants secured.

Accomplishments:

- Continued as Columbia County Broadband Coordinator. As Columbia County's designated Broadband Coordinator, staff attended meetings and hearings and served as a resource hub. CEDC engaged a company to validate underserved addresses of Columbia County relating to broadband accessibility. This data continues to be updated.

- Working with the City of Hudson Housing Taskforce as well as the Columbia County Social Service Commissioner on housing issues.
- Submitted final report for the close out of the Klocke Estates/Drumlin Fields project.
- Assisted the City of Hudson with their administration of CDBG funding for the Return Brewing.
- Contracted with the City of Hudson IDA to provide administrative services for them. Completed annual reporting and compliance for 2024, assisted with their application for a renovation for Providence Hall and Schuyler Court housing project under a new owner; assisted the City of Hudson IDA with the sale of their property to the Columbia Land Conservancy and returned sections of the parcel back to the city of Hudson for their usage.
- Continued the administration of the Columbia County IDA with their existing projects, and continued review on an affordable housing project to be located in the town of Greenport, NY.
- Provided assistance to Columbia County with their solar project application administration
- Assisted Columbia County with their Columbia Forward program.

D. Continue to work with all Columbia County organizations and departments to ensure all business issues are addressed (workforce training, business development, affordable housing, etc.).

Accomplishments:

- CEDC managed the Columbia County the Columbia Forward Program with an associated loan and grant funding. Columbia County small businesses who have been in business for two years, employ 25 or fewer people, and are credit eligible are asked to apply to CEDC for a loan of up to and including \$25,000. Grants of up to 10% of the amount borrowed are available for equipment, working capital, employee training or inventory.
- CEDC and the Columbia County Chamber of Commerce as part of Columbia County's Columbia Forward program have begun hosting free business workshops, training and networking events and information regarding federal and NYS grant opportunities.
- Hired a Housing Coordinator who facilitated meetings of stakeholders throughout the County, applied and was awarded a County-wide Land Bank, as well as several grants.

E. Continue marketing to entrepreneurs and businesses looking to start, expand and/or relocate to Columbia County.

Accomplishments:

- SBA technical assistance is available for qualifying current or expanding businesses.
- Partnership with the Columbia County Chamber of Commerce and Columbia County.
- Responded to calls for information regarding available properties and business sites in Columbia County.
- Expanded outreach efforts by utilizing different forms of communication, ie: social media and monthly newsletters

F. Continue to improve CEDC office efficiency including reducing overhead expenses, improving monthly and annual reporting.

Accomplishments:

- Continuing to streamline bookkeeping and reporting by updating the monthly financial reports.
- Updated software programs integrating accounting functions and loan management functions, including an online client portal.
- Utilized various technologies to enable the continuation of holding meetings remotely and in person in compliance with current laws and regulations.

G. Continue to assist businesses seeking to locate or expand in Columbia County.

Accomplishments:

- Participating in Workforce Roundtable discussions with the Chamber of Commerce, BOCES, school superintendents, Workforce NY and the Columbia-Greene Community College.
- Conducted site searches.
- Assisted businesses with planning and zoning review process.

Additional questions:

Have the board members acknowledged that they have read and understood the mission of the corporation? Yes

Who has the power to appoint the management of the corporation? The Columbia Economic Development Corporation Board

If the Board appoints management, do you have a policy you follow when appointing the management of the corporation? No

Briefly describe the role of the Board and the role of management in the implementation of the mission. The Board (with participation from management) will develop the mission and continually evaluate and assess the goals and measurable to ensure the corporation is meeting its mission. The management will work to implement the corporation's mission and continually monitor the goals and objectives with measurables to define the performance results to achieve the intended public purpose.

Has the Board acknowledged that they have read and understood the responses to each of these questions? Yes

Columbia Economic Development Corporation Mission Statement and Measurement Goals for 2025

Name of Public Authority:

Columbia Economic Development Corporation

Public Authority's Mission Statement:

- The mission of the Columbia Economic Development Corporation (CEDC) is to strengthen the area's tax base through economic development and job creation, to assist businesses to locate and expand within the County, and to promote Columbia County as a premier spot for both business investment and personal opportunity.

List of Performance Goals (If additional space is needed, please attach):

- A. Educate local business owners, elected officials and other community representatives regarding the resources the CEDC has available to new and existing businesses in Columbia County. This includes public meetings in communities, press releases, marketing of the CEDC website, etc.
- B. Continue to market and administer a revolving loan program including completion of required reporting, loan administration, assist businesses interested in securing financing, post loan closing reporting, financial and investment reporting.
- C. Continue to work with all municipalities in Columbia County to assist with municipal infrastructure projects which will have an economic impact on local businesses including researching grant funding available, applications for grant funding and administration of grants secured.
- D. Continue to work with all Columbia County departments and organizations to ensure all business issues are addressed including: workforce training, business development, affordable housing, etc
- E. Continue marketing to entrepreneurs and businesses looking to start, expand and/or relocate to Columbia County.
- F. Continue to improve CEDC office efficiency including reducing overhead expenses, improving monthly and annual reporting.

Additional questions:

Have the board members acknowledged that they have read and understood the mission of the corporation?

Who has the power to appoint the management of the corporation? The Corporation Board of Directors

If the Board appoints management, do you have a policy you follow when appointing the management of the corporation? No

Briefly describe the role of the Board and the role of management in the implementation of the mission.

The Board (with participation from management) will develop the mission and continually evaluate and assess the goals and measurables to ensure the corporation is meeting its mission. The management will work to implement the corporation's mission and continually monitor the goals and objectives with measurables to define the performance results to achieve the intended public purpose.

Has the Board acknowledged that they have read and understood the responses to each of these questions?

Portfolio Dashboard as of January 21, 2025

Loan Fund	# of Active Loans	Sum of Amount Approved	Sum of Principal Balance	# of Delinquent Loans	<30 Days	30-59 Days	60-89 Days	90-199 Days	120-149 Days	Delinquency Total
CEDC Loan Fund	62	\$1,819,638.51	\$1,225,673.44	2	\$1,110.36	\$1,110.36	\$1,110.36	\$1,110.36	\$471.21	\$4,912.65
SBA Loan Fund	96	\$1,935,800.00	\$1,285,567.47	2	\$1,218.80	\$1,211.72				\$2,430.52
Grand Total	158	\$3,755,438.51	\$2,511,240.91	4	\$2,329.16	\$2,322.08	\$1,110.36	\$1,110.36	\$471.21	\$7,343.17
Loan Fund	Borrower	Amount Approved	Principal Balance	Date of Last Payment	<30 Days	30-59 Days	60-89 Days	90-199 Days	120-149 Days	Delinquency Total
CEDC Loan Fund	Client A	\$33,060.36	\$31,631.69	1/10/2025	\$639.15	\$639.15	\$639.15	\$639.15		\$2,556.60
CEDC Loan Fund	Client B	\$34,765.25	\$34,377.60	11/4/2024	\$471.21	\$471.21	\$471.21	\$471.21	\$471.21	\$2,356.05
SBA Loan Fund	Client C	\$40,000.00	\$35,944.47	1/15/2025	\$696.46	\$689.38				\$1,385.84
SBA Loan Fund	Client D	\$30,000.00	\$29,671.41	11/1/2024	\$522.34	\$522.34				\$1,044.68
Grand Total		\$137,825.61	\$131,625.17		\$2,329.16	\$2,322.08	\$1,110.36	\$1,110.36	\$471.21	\$7,343.17



Choose Columbia
Columbia Economic Development Corporation

CEDC Loan Request
December 31, 2024

APPLICANT:	Reclaiming Fitness LLC
LOCATION:	Catskill
DESCRIPTION:	Personal training and massage therapy
REQUEST:	\$12,000 SBA Microloan
TERM:	48 month note & amortization, \$291.55/month
RATE:	7.75%
PURPOSE:	Equipment purchases; working capital
COLLATERAL:	Lien on business assets; personal guaranty of principal

Columbia Economic Development Corporation (CEDC)

Profit and Loss by Class

January - December 2024

	1 Operating	2 Loan Fund	Total SBA	CEDC-01	SBA RLF - 08	SBA RLF - 10	SBA RLF - 04	SBA RLF - 05	SBA RLF - 06	SBA RLF - 07	SBA RLF - 09	TOTAL
Income												
Administrative Revenue	34,587.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,587.58
Columbia County	694,583.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	694,583.35
Grant Income	338,211.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	338,211.51
Interest Income	0.00	0.00	0.00	-85.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-85.95
Interest Income (Header)	25,309.91	65,698.17	54.97	170.77	8,998.06	25,701.31	188.56	770.56	4,242.62	6,073.04	14,194.15	151,402.12
Membership/Sponsorship	48,101.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48,101.60
Other Income	6,165.00	288.30	0.00	0.00	0.00	0.00	0.00	0.00	76.71	0.00	48.32	6,578.33
SBA Microloan T/A	267,786.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267,786.00
Total Income	\$ 1,414,744.95	\$ 65,986.47	\$ 54.97	\$ 84.82	\$ 8,998.06	\$ 25,701.31	\$ 188.56	\$ 770.56	\$ 4,319.33	\$ 6,073.04	\$ 14,242.47	\$ 1,541,164.54
Gross Profit	\$ 1,414,744.95	\$ 65,986.47	\$ 54.97	\$ 84.82	\$ 8,998.06	\$ 25,701.31	\$ 188.56	\$ 770.56	\$ 4,319.33	\$ 6,073.04	\$ 14,242.47	\$ 1,541,164.54
Expenses												
Bad Debt Expense	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00
Conferences and Training	6,709.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,709.63
Consulting Fees	160,698.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160,698.57
Direct Program Expenses	9,980.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,980.42
Employer Expenses	539,048.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	539,048.16
Facility	47,737.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47,737.20
Grants Expense*	419,286.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	419,286.77
Insurance	3,826.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,826.96
MicroBiz Expenses	53,261.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53,261.14
New Initiatives	63,173.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63,173.08
Office Expense	83,197.91	1,324.15	0.00	0.00	40.00	0.00	0.00	360.40	20.00	68.00	0.00	85,010.46
Other Expenses	2,684.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,684.52
Professional Fees	55,661.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55,661.58
Public Relations/Marketing	17,275.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,275.01
SBA Interest Expense	0.00	0.00	0.00	0.00	0.00	10,576.45	0.00	0.00	0.00	0.00	0.00	10,576.45
Total Expenses	\$ 1,466,040.95	\$ 1,324.15	\$ 0.00	\$ 0.00	\$ 40.00	\$ 10,576.45	\$ 0.00	\$ 360.40	\$ 20.00	\$ 68.00	\$ 0.00	\$ 1,478,429.95
Net Operating Income	-\$ 51,296.00	\$ 64,662.32	\$ 54.97	\$ 84.82	\$ 8,958.06	\$ 15,124.86	\$ 188.56	\$ 410.16	\$ 4,299.33	\$ 6,005.04	\$ 14,242.47	\$ 62,734.59
Net Income	-\$ 51,296.00	\$ 64,662.32	\$ 54.97	\$ 84.82	\$ 8,958.06	\$ 15,124.86	\$ 188.56	\$ 410.16	\$ 4,299.33	\$ 6,005.04	\$ 14,242.47	\$ 62,734.59

Columbia Economic Development Corporation (CEDC)
Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L
 January - December 2024

	Total			
	Actual	Budget	over Budget	% of Budget
Income				
Administrative Revenue	34,587.58	72,500.00	-37,912.42	47.71%
Columbia County	694,583.35	650,000.01	44,583.34	106.86%
Grant Income	338,211.51		338,211.51	
Interest Income	-85.95		-85.95	
Interest Income (Header)	151,402.12	127,500.00	23,902.12	118.75%
Membership/Sponsorship	48,101.60	50,000.00	-1,898.40	96.20%
Other Income	6,578.33	5,000.00	1,578.33	131.57%
SBA Microloan T/A	267,786.00	230,000.00	37,786.00	116.43%
Total Income	\$ 1,541,164.54	\$ 1,135,000.01	\$ 406,164.53	135.79%
Gross Profit	\$ 1,541,164.54	\$ 1,135,000.01	\$ 406,164.53	135.79%
Expenses				
Bad Debt Expense	3,500.00		3,500.00	
Conferences and Training	6,709.63	7,500.00	-790.37	89.46%
Consulting Fees	160,698.57	173,500.00	-12,801.43	92.62%
Direct Program Expenses	9,980.42	6,500.00	3,480.42	153.54%
Employer Expenses	539,048.16	618,000.00	-78,951.84	87.22%
Facility	47,737.20	43,000.00	4,737.20	111.02%
Grants Expense*	419,286.77	5,000.00	414,286.77	8385.74%
Insurance	3,826.96	4,500.00	-673.04	85.04%
MicroBiz Expenses	53,261.14	65,000.00	-11,738.86	81.94%
New Initiatives	63,173.08	57,000.00	6,173.08	110.83%
Office Expense	85,010.46	89,450.00	-4,439.54	95.04%
Other Expenses	2,684.52	2,800.00	-115.48	95.88%
Professional Fees	55,661.58	55,250.00	411.58	100.74%
Public Relations/Marketing	17,275.01	17,500.00	-224.99	98.71%
SBA Interest Expense	10,576.45	10,000.00	576.45	105.76%
Total Expenses	\$ 1,478,429.95	\$ 1,155,000.00	\$ 323,429.95	128.00%
Net Operating Income	\$ 62,734.59	-\$ 19,999.99	\$ 82,734.58	-313.67%
Net Income	\$ 62,734.59	-\$ 19,999.99	\$ 82,734.58	-313.67%

Columbia Economic Development Corporation (CEDC)

Balance Sheet Comparison

As of December 31, 2024

	Total			
	As of Dec 31, 2024	As of Dec 31, 2023 (PY)	Change	% Change
ASSETS				
Current Assets				
Bank Accounts				
Checking and Savings	1,378,012.43	1,341,748.66	36,263.77	2.70%
Loan Kinderhook Ckg 648	-522.34	0.00	-522.34	
Loan SBA Cash Account	401,403.34	310,319.20	91,084.14	29.35%
Total Bank Accounts	\$ 1,778,893.43	\$ 1,652,067.86	\$ 126,825.57	7.68%
Other Current Assets				
*Undeposited Funds	1,741.14	662.91	1,078.23	162.65%
Accounts Receivable	186,504.66	149,376.23	37,128.43	24.86%
Loan Receivable -CEDC	1,215,800.98	1,322,430.89	-106,629.91	-8.06%
Loans Receivable SBA	1,312,795.77	1,071,182.69	241,613.08	22.56%
OCR Grant Receivable	603,980.87	468,780.87	135,200.00	28.84%
Warren St.	0.00	3,500.00	-3,500.00	-100.00%
Total Other Current Assets	\$ 3,320,823.42	\$ 3,015,933.59	\$ 304,889.83	10.11%
Total Current Assets	\$ 5,099,716.85	\$ 4,668,001.45	\$ 431,715.40	9.25%
Fixed Assets				
Accumulated Amortization ROU Asset	-73,196.29	-73,196.29	0.00	0.00%
Accumulated depreciation	-41,193.90	-41,193.90	0.00	0.00%
Computers & Equipment	29,082.82	29,082.82	0.00	0.00%
Equipment	2,616.00	2,616.00	0.00	0.00%
Furniture	8,687.28	8,687.28	0.00	0.00%
Land - Rt 9H Property	232,900.00	232,900.00	0.00	0.00%
Website	10,037.00	10,037.00	0.00	0.00%
Total Fixed Assets	\$ 168,932.91	\$ 168,932.91	\$ 0.00	0.00%
Other Assets				
Allowance for Bad Debt Loans	-283,996.66	-295,464.48	11,467.82	3.88%
Loans Receivable	-383.95	0.00	-383.95	
Right of Use Asset	280,587.00	280,587.00	0.00	0.00%
Security Deposit	3,200.00	3,200.00	0.00	0.00%
Total Other Assets	-\$ 593.61	-\$ 11,677.48	\$ 11,083.87	94.92%
TOTAL ASSETS	\$ 5,268,056.15	\$ 4,825,256.88	\$ 442,799.27	9.18%
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	19,618.99	26,704.01	-7,085.02	-26.53%
Total Accounts Payable	\$ 19,618.99	\$ 26,704.01	-\$ 7,085.02	-26.53%
Other Current Liabilities				
Accrued Expenses	16,400.53	16,574.55	-174.02	-1.05%
Deferred Revenue (Header)	66,550.00	109,809.00	-43,259.00	-39.39%
OCR Grants Deferred	609,895.87	474,695.87	135,200.00	28.48%
Payroll Liabilities	-0.02	-0.42	0.40	95.24%
Total Other Current Liabilities	\$ 692,846.38	\$ 601,079.00	\$ 91,767.38	15.27%
Total Current Liabilities	\$ 712,465.37	\$ 627,783.01	\$ 84,682.36	13.49%
Long-Term Liabilities				
Lease Liability	222,337.75	222,337.75	0.00	0.00%
Loan payable - EIDL	63,205.77	82,320.45	-19,114.68	-23.22%
Loans Payable to SBA	1,456,787.82	1,142,290.82	314,497.00	27.53%
Total Long-Term Liabilities	\$ 1,742,331.34	\$ 1,446,949.02	\$ 295,382.32	20.41%
Total Liabilities	\$ 2,454,796.71	\$ 2,074,732.03	\$ 380,064.68	18.32%
Equity				
Invested in Capital Assets	242,128.70	242,128.70	0.00	0.00%
Net assets Restricted	406,663.51	406,663.51	0.00	0.00%
Unrestricted Net Position	2,101,732.64	2,085,723.40	16,009.24	0.77%
Net Income	62,734.59	16,009.24	46,725.35	291.86%
Total Equity	\$ 2,813,259.44	\$ 2,750,524.85	\$ 62,734.59	2.28%
TOTAL LIABILITIES AND EQUITY	\$ 5,268,056.15	\$ 4,825,256.88	\$ 442,799.27	9.18%

THIS AGREEMENT, made the _____ day of _____, 2025, by and between

THE COUNTY OF COLUMBIA, a municipal corporation of the State of New York, having its office and principal place of business at 401 State Street, Hudson, New York, 12534 (hereinafter referred to as "County"), and

~~(NAME OF CONSULTANT~~Columbia Economic Development Corporation (CEDC)
having an office at _____ One
Hudson City Centre, Suite 301, Hudson, New York, 12534 (hereinafter referred to as the
"Consultant");

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WHEREAS, the County desires to obtain professional consultant services in connection with ~~(brief description of services based on Resolution language);~~strengthening the County's tax base through economic development work and job creation, focused both on helping resident businesses grow and expand, and bringing compatible new businesses into the County; and

WHEREAS, the Consultant desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. The term "Consultant," as used in this Agreement, shall mean the person or corporation with whom the County is contracting, and may include such titles as consultant, contractor, or service provider, as the individual case may be. The term "County" as used in this Agreement, shall mean the County of Columbia, its officers, employees and agents, and the specific Department of the County of Columbia, if applicable, engaging in the services of Consultant under this Agreement.
2. The Consultant shall furnish services as provided and described in Schedule "A" which is attached hereto and made a part hereof.

3. For the services rendered pursuant to Paragraph 2, the Consultant shall be paid a fee not to exceed ~~(amount of fee as set forth in Resolution (with maximum hours if applicable))~~. Four Hundred Sixty Thousand and no/100 Dollars (\$460,000.00) for the 2025 calendar year in connection with providing the services set forth in this Agreement. Payments will be made as follows:

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- o One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00) on or before January 31, 2025;
 - o One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00) on or before April 30, 2025;
 - o One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00) on or before July 31, 2025;
 - o One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00) on or before October 31, 2025.
- a. Any and all requests for payment to be made, including any request for partial payment, and all associated expenses (i.e. postage, photocopies, travel) made in proportion to the work completed, shall be submitted by the Consultant on properly executed claim forms of the County and paid only after approval by the County. In no event shall final payment be made to the Consultant prior to completion of all services, the submission of reports and the approval of same by the County. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.
- b. The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement. Such records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County and any other person authorized to conduct an examination shall have access to the records during normal business hours at the office of the Contractor or a mutually

agreeable place in Columbia County, New York for the purpose of inspection, auditing and copying. Nothing contained herein shall diminish or in any way adversely affect either party's right to discovery in any pending or future litigation.

- c. Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall provide payment pursuant to this paragraph within thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph 3, but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Consultant to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.
- d. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any monies due to the Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other contract with any department or agency of the County, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County for any reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto,

4.3. The term of this Agreement shall commence on ~~(date of commencement of contract)~~ January 1, 2025 and shall terminate on ~~(date of termination of contract)~~ December 31, 2025, except as extended in writing and signed by both parties.

5.4. The Consultant shall issue progress reports to the County as the County may direct and shall immediately inform the County in writing of any cause for delay in the performance of its obligations under this Agreement.

6.5. In the event the services provided by the Consultant pursuant to Schedule "A" require the filing of any pleadings, memorandums of law, Records on Appeal of any statements of facts with any court, or the Clerk thereof, the Consultant shall submit a copy of the proposed pleadings, memorandums of law, Records on Appeal or statement of facts to the ~~(Name of Andrew B. Howard, Esq., Counsel for Consultant)~~. After ~~(Name of Counsel for Consultant)~~ Andrew B. Howard, Esq. has cleared the "DRAFT" or proposed pleadings, memorandum of law, Records on Appeal or statement of facts, ~~(Name of Counsel for Consultant)~~ Andrew B. Howard, Esq. shall direct the Consultant to file the same in the appropriate judicial venue.

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7.6. Either party, upon ~~thirty (30)~~ ninety (90) days written notice to the other, may terminate this Agreement in whole or in part. In such event, the Consultant shall be compensated and the County shall be liable for payment for services already rendered under this Agreement prior to the effective date of termination. In the event of a dispute as to the value of the services rendered by the Consultant prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Consultant. Such reasonable and good faith determination shall be accepted by the Consultant as final. In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for five (5) days after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Notice hereunder shall be effective on the date of mailing.

8.7. All original records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

9.8. Any and all disclosure or requirements for examination and providing records as set forth in this contract are and shall be subject to the prohibitions, limitations and requirements of the Health Insurance Portability and Accountability Act (42 U.S.C.A. Section 210 et seq.), and any and all rules, regulations and agency requirements adopted or made thereunder. Any refusal to disclose information by any party asserting such prohibitions or limitations shall be subject to enforcement or interpretation as prescribed by said act.

10.9. ~~Any purported delegation of duties or assignment of rights under this Agreement without the express written consent of the County is void. The Consultant shall not~~ The Consultant may subcontract any part of the work without the prior written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Consultant. In the event an assignment is made with the consent of the County, it shall not constitute a novation and the Consultant shall not be released from its obligations to the County under this agreement.

11.10. The Consultant agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The consultant represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any

person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

12.11. The Consultant expressly understands and agrees that the Consultant is and shall in all respects be considered an independent contractor. The Consultant, its employees, partners, associates, subcontractors, subconsultants and any others employed by the Consultant to render services hereunder, are not and shall not hold themselves out as, nor claim to be, an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers' Compensation, disability benefits, Unemployment Benefits, Social Security coverage, application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, or retirement plan membership or credit. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the County, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between Consultant and the County, and the County will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

~~13.12.~~ The Consultant shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to the Consultant as an employer of labor or otherwise. The Consultant specifically represents and agrees that it and its members, officers, employees, agents, servants, consultants and subcontractors have and shall possess the appropriate licensure, experience, knowledge and character necessary to qualify them individually for the particular duties they perform hereunder.

~~14.13.~~ The Consultant expressly agrees:

- a. that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status; and
- b. that if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Consultant agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract; and
- c. that if this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Consultant agrees that neither it nor its contractors, subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in the hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or discriminate against or intimidate any employee hired for the performance of work under this contract; and

- d. that if this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Consultant's employees nor the employees of its contractors, subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department and the Contractor and its subcontractors must pay a least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law; and
- e. that no contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and
- f. that there may be deducted from the amount payable to the Consultant by the County under this Agreement a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and
- g. that this Agreement may be cancelled or terminated by the County, and all funds due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

~~15.14.~~ Consultant agrees to hold harmless and indemnify the County of Columbia, and the officers, agents, and employees of said County from and against all loss, damage, claims, demands, causes of action, judgments, losses, damages, liabilities, penalties

and other obligations and expenses (including, without limitation, to reasonable attorneys' fees) arising out of bodily injury or property damage of whatever kind or nature, caused by Consultant and/or its employees, and arising out of Consultant's performance of this Agreement.

~~46.15.~~ Consultant warrants that all services purchased pursuant to this Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules, and regulations. Consultant further warrants it shall comply with all applicable laws and regulations in the performance of its duties and obligations hereunder. Attached hereto as Schedules "B", "C", and "D" respectively are County's Compliance Plan addressing County's compliance with relevant Federal and State fraud and abuse laws, and its False Claims Act and Whistleblower Protections Policy and Whistleblower Protections and Non-Retaliation Policy.

- a. Consultant agrees to abide by the terms of the Compliance Plan when delivering services under this Contract and shall ensure that each individual who provides such services under this contract is provided with a copy of, or given access to, the Compliance Plan and False Claims Act and Whistleblower Protections Policy.
- b. Consultant shall obtain and maintain in full force and effect during the term of this Agreement all licenses, permits, certificates, and accreditations as may be required by law or regulation, if any.
- c. County may terminate this Agreement, in whole or in part, at any time for Consultant's failure to comply with County's Compliance Plan.

~~47.16.~~ Consultant agrees to procure and maintain, at its own expense, insurance with insurance companies authorized to do business in the State of New York, covering all operations under this Agreement, whether performed by Consultant, its employees, or its subcontractor (if any), as follows:

The coverage parts and amount of insurance required are those checked below and initialed by the Consultant.

_____ Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence, subject to a \$2,000,000.00 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability.

_____ Automobile Liability insurance with minimum limits of \$1,000,000.00 each accident. Coverage shall provide for any vicarious liability of the County of Columbia and be applicable to all owned, non-owned, hired, borrowed or temporality used vehicles by Consultant.

_____ Consultant herein acknowledges that operation of a motor vehicle is not included in the scope of services to be provided under this contract.

_____ Professional Liability insurance with minimum limits of \$1,000,000.00 per occurrence and a \$3,000,000.00 annual aggregate.

_____ Statutory Workers' Compensation, Employer's liability and New York State Disability in accordance with the Workers' Compensation and disability benefits laws of the State of New York; or

The Consultant represents that his/her business is exempt from the requirements of Workers' Compensation due to the following by checking and initialing below:

_____ _____ is a single member LLC with no current employees.

_____ the business is owned by one individual with no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members) and is not a corporation.

_____ the business is a partnership under the laws of New York State, and there are no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members).

_____ the business is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation, and there are no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members). Specifically, if the corporation is owned by two people, each person must own at least one share of stock and between them own all the shares of stock in the corporation. In addition, they both must be corporate officers and between the two of them hold all the offices of the corporation.

~~18.17.~~ Before commencing work on behalf of the County of Columbia, Consultant shall furnish Certificates of Insurance reflecting the insurance requirements set forth in Paragraph 17. The County of Columbia shall be designated as an additional insured on any and all insurance policies required under this Agreement and such designation shall be reflected on the Certificates of Insurance.

~~19.18.~~ The Contractor shall maintain any required insurance coverage during the life of this Agreement and the failure to do so shall make this Agreement voidable by the County.

~~20.19.~~ Underwriters will have no rights of recovery or subrogation against the County, it being the intention of the parties that the insurance policies so affected shall protect both parties.

~~21.20.~~ The insurance company(ies) issuing the policy(ies) shall have no recourse against the County for payment of any premiums or assessments under any form of the policy.

~~22.21.~~ Any and all deductible and self-insured retentions in the above-described insurance policies shall be assumed by and at the risk of Consultant in the amounts indicated in such policies.

~~23.22.~~ All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Name/Department: Matt B. Murell, Chairman Formatted: No underline
Columbia County Board of Supervisors Formatted: No underline
Street Address: 401 State Street Formatted: No underline
City, State, Zip: Hudson, New York 12534 Formatted: No underline

Name/Department: ~~(Department Contact Name)~~ Robert J. Fitzsimmons, Esq.
~~(Name of Department)~~ County Attorney
Street Address: ~~(Department's)~~ 401 State, Street Address Formatted: No underline
City, State, Zip: ~~(Department's City, State and Zip)~~ Hudson, New York
12534

To the Consultant:

Name/Department: ~~(Name of Consultant)~~ F. Michael Tucker, President
Columbia Economic Development Corporation
Street Address: ~~(Consultant's Street Address)~~ One Hudson City Centre,
Suite 301

City, State, Zip: ~~(Consultant's City, State and Zip)~~Hudson, New York
12534

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~~24.~~23. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

~~25.~~24. In the event of a conflict between the terms of this contract and the terms of the attached Schedule "A" or other attachments, the terms of the attachments shall control, if also signed by a duly authorized representative of each of the parties.

~~26.~~25. This Agreement shall be deemed executory only to the extent of funds appropriated and available to the County for the purpose of the Agreement, as specified in the Columbia County Adopted Budget and no liability on account thereof shall be incurred by the County beyond the amount of such monies. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.

~~27.~~26. The parties hereto understand and agree that each and every provision of law, rules and regulations and clause required by law to be inserted in this Agreement shall be deemed to be incorporated herein by reference. Accordingly, if, through mistake, inadvertence, or otherwise, such provision is not inserted, or is incorrectly inserted, said law, rules, or regulations and/or clause shall be deemed to have been inserted herein and this Agreement shall be read and enforced as though such provision of law and/or clause were included herein.

~~28.27.~~ The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

~~29.28.~~ Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a New York State court of competent jurisdiction.

~~30.29.~~ This Agreement shall be construed and enforced in accordance with the laws of the State of New York and venue for any action shall be in the Columbia County Supreme or County Court.

~~34.30.~~ This Agreement is entered into for the purpose of performing a governmental function, and it shall inure only to the benefit of the entities that are the parties hereto. This Agreement is not intended to benefit any person or entity that is not a signatory to this Agreement, and it does not create any rights in favor of, nor does it expand or enlarge any rights of, persons or entities who are not signatories to this Agreement. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, The County of Columbia and the Consultant have executed this Agreement as of the date(s) written below.

THE COUNTY OF COLUMBIA

By: _____ Date:

(Name and Title)

By: _____ Date: _____

Matt B. Murell, Chairman

THE CONSULTANT

COLUMBIA ECONOMIC DEVELOPMENT CORPORATION

By: _____ Date: _____
~~(Name and Title)~~
James S. Calvin, Chairman

Authorized by the Board of Supervisors of the County of Columbia on the _____ day
of _____, 20____, pursuant to Resolution No. _____.

Approved as to form:
(County Attorney)

SCHEDULE "A"

(Description of services to be provided by consultant and fee for such services)

SCHEDULE "B"
COLUMBIA COUNTY, NEW YORK

Compliance Plan

Issue and Effective Date: December 9, 2009 Resolution # 433-2009
Amended: June, 2010
Amended and Effective Date: June 12, 2024 Resolution # 246-2024

COLUMBIA COUNTY COMPLIANCE POLICY

Purpose

COLUMBIA COUNTY (also referred to as the Columbia County) is committed to providing services of the highest quality and to being in full compliance with all federal, state and local laws and regulations. As part of that commitment, **COLUMBIA COUNTY** has adopted this Compliance Plan and the Standards of Conduct as the basis of its efforts in fostering a Columbia County culture that promotes responsible and honest conduct, transparency in all business transactions, and adherence to the laws and regulations of the government oversight agencies and funders.

- For purposes of this Policy, the term "Affected Individuals" includes all person(s) who are affected by Columbia County's risk areas including all employees, the Chairman of the Board of Supervisors, the Board of Supervisors, Department Heads, Managers, Contractors, Agents, Subcontractors, and Independent Contractors (hereafter referred to as "Affected Individuals").

I. Policy

It has been and continues to be the policy of **COLUMBIA COUNTY** (sometimes referred to as the Columbia County) to comply with all applicable Federal, State, and local laws and regulations, and payer requirements. It is also the Columbia County's policy to facilitate the prevention of improper or illegal activities, to provide mechanisms to detect any violations of laws and regulations and work to prevent, detect, and investigate issues related to fraud, waste, and abuse. To ensure this, **COLUMBIA COUNTY** has established this Compliance Plan and commits to maintaining an effective Compliance Program.

II. Commitment

COLUMBIA COUNTY is, and will remain, committed to our responsibility to conduct our business affairs with integrity based on sound ethical and moral standards. We will hold all Affected Individuals to these same standards.

COLUMBIA COUNTY is committed to maintaining and measuring the effectiveness of our Compliance Program and Standards of Conduct through monitoring and auditing systems reasonably designed to detect noncompliance by Affected Individuals.

COLUMBIA COUNTY is committed to the prevention of improper or illegal activities and to provide mechanisms to detect noncompliance, including but not limited to, any violations of laws and regulations, healthcare program requirements, the Standards of Conduct and **COLUMBIA COUNTY**'s policies and procedures. The Columbia County is committed to the prompt investigation and resolution of reported or detected noncompliance.

COLUMBIA COUNTY is committed to the performance of regular, periodic compliance audits by internal and/or external auditors who have expertise in Federal and State healthcare statutes, regulations, and healthcare program requirements.

III. Responsibility

All Affected Individuals shall acknowledge that it is their responsibility to report any instances of suspected or known noncompliance to their immediate supervisor, the Chairman of the Board of Supervisors, their Department Head, or the Compliance Officer without fear of retaliation, retribution, or intimidation. Failure to report known noncompliance or making reports that are not in good faith will be grounds for disciplinary action, up to and including termination of employment, contract, assignment, or appointment. Reports related to harassment or other workplace-oriented issues will be referred to Human Resources.

IV. Policies and Procedures and Standards of Conduct

COLUMBIA COUNTY will communicate its compliance standards and policies through required training and communication initiatives and distribution of this Compliance Plan and the Standards of Conduct to all Affected Individuals.

V. Compliance Officer and Compliance Committee

COLUMBIA COUNTY has appointed a Compliance Officer who is responsible for the overall operation of the Compliance Program. A Compliance Committee works with the Compliance Officer to implement and maintain an effective Compliance Program.

VI. Discipline/Enforcement

This Compliance Plan will be consistently enforced through appropriate disciplinary mechanisms including, if appropriate, discipline of Affected Individuals responsible for failure to detect and/or report noncompliance.

VII. Columbia County Response

Detected noncompliance, discovered through any mechanism, such as compliance auditing procedures and/or confidential reporting of noncompliance, will be responded to in an expedient manner. **COLUMBIA COUNTY** is dedicated to the resolution of such matters and will take all reasonable steps to prevent further similar violations, including any necessary modifications to the Compliance Plan and policies and procedures.

VIII. Due Diligence

COLUMBIA COUNTY will, at all times, exercise due diligence with regard to background and professional license investigations for all Affected Individuals.

IX. Non-Retaliation, Non-Intimidation, and Whistleblower Protections

COLUMBIA COUNTY will not take any retaliatory action against an Affected Individual who, in good faith, reports actual or suspected noncompliance or illegal activities or for good faith participation in the Compliance Program.

COLUMBIA COUNTY will not take any retaliatory action against an employee if the employee discloses certain information about the Columbia County's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official. Protected disclosures are those that assert that the Columbia County is in violation of a law that creates a substantial and specific danger to the public health and safety; or that constitute healthcare fraud under the law; or that assert that the employee, in good faith, believes constitutes improper quality of care.

COLUMBIA COUNTY's Compliance Program includes the following key elements.

Element 1: Policies and Procedures and Standards of Conduct

To support the operation of COLUMBIA COUNTY's Compliance Program, policies and procedures are established to provide direction to Affected Individuals and address the following components of the Compliance Plan:

- Conflict of Interest
- Reporting and investigation of noncompliance
- Non-retaliation and non-intimidation
- False Claims Act and Whistleblower protections
- Compliance Program education and training
- Auditing and monitoring
- Billing errors and overpayments
- Kickbacks and business courtesies
- Discipline for noncompliance or failure to report
- Responding to governmental investigations

All Affected Individuals are expected to be familiar with and knowledgeable about the Compliance Program Policies and Procedures. The Policies can be accessed on the Columbia County Human Resources and Payroll Department website, on the Columbia County, New York website, or by contacting the Compliance Officer at (518) 828-4086.

The Standards of Conduct serves as a foundational document that describes the Columbia County's fundamental principles and values, and commitment to conduct its business in an ethical manner. The Standards of Conduct provides Affected Individuals with guidance on requirements for conduct related to their employment, contract, assignment or association with COLUMBIA COUNTY.

When any person knows or reasonably suspects that the expectations in the Standards of Conduct and the Compliance Program have not been met, this must be reported to the immediate supervisor, a member of Management, the Compliance Officer, member of the Compliance Committee, or the Chairman of the Board of Supervisors so that each situation may be appropriately dealt with. The Compliance Officer may be reached at (518) 828-4086. The Chairman of the Board of Supervisors may be reached at (518) 828-1527. Reports may be made in person; by phone, fax, mail, or email; or anonymously through the Compliance Hotline at 1-877-654-2856.

Element 2: Compliance Program Oversight

I. The Role of the Compliance Officer

The Chairman of the Board of Supervisors and the Columbia County Board of Supervisors designate Michaele Williams-Riordon as the Compliance Officer, effective January 1, 2024.

The Compliance Officer has primary responsibility for Compliance Program development, implementation, monitoring, and evaluation for effectiveness.

Reporting Relationship

The Compliance Officer has direct lines of communication to the Chairman of the Board of Supervisors, the Columbia County Board of Supervisors, the Compliance Committee, and the Columbia County Attorney.

Role and Responsibilities

The Compliance Officer's primary responsibilities include:

- Overseeing and monitoring the adoption, implementation, and maintenance of the Compliance Program;
- Developing and implementing Compliance Program policies and procedures and Standards of Conduct;
- Reviewing and revising, periodically, the Standards of Conduct, the Compliance Program, and policies and procedures as changes occur within COLUMBIA COUNTY, and/or in the law, regulations, or governmental and third-party payers.
- Evaluating the effectiveness of the Compliance Program, policies and procedures, and Standards of Conduct.
- Developing, implementing, and monitoring the annual Compliance Work Plan.
- Reporting, no less frequently than quarterly, to the Chairman of the Board of Supervisors, the Columbia County Board of Supervisors and Compliance Committee on the progress of implementation of the Compliance Program.
- Assisting the Chairman of the Board of Supervisors, Department Heads, Management, and the Compliance Committee in establishing methods to improve COLUMBIA COUNTY's quality of service and to reduce vulnerability to fraud, abuse, and waste.
- Developing, coordinating, and participating in a multifaceted educational and training program that focuses on the elements of the Compliance Program and seeks to ensure that all Affected Individuals, consistent with roles and any associated risk areas, are knowledgeable of, and comply with, pertinent Federal and State standards and COLUMBIA COUNTY's Standards of Conduct.

- Ensuring that excluded individuals and entities are not employed or retained by the Columbia County.
- Directing **COLUMBIA COUNTY** internal audits established to monitor effectiveness of compliance standards and the Compliance Program.
- Independently investigating and acting on matters related to compliance, including the flexibility to design and coordinate internal investigations (e.g., responding to reports of problems or suspected violations) and any resulting corrective action with all departments, providers, and sub-providers, agents, and, if appropriate, independent contractors.
- Coordinating internal investigations and implementing corrective action(s).
- Developing policies and programs that encourage managers and employees to report suspected fraud and other improprieties without fear of retaliation.
- Providing guidance to Management, medical/clinical program personnel, and individual departments regarding policies and procedures and governmental laws, rules, and regulations.
- Maintaining a reporting system, including an anonymous means to report, and responding to concerns, complaints, and questions related to the Compliance Program.
- Overseeing efforts to communicate awareness of the existence and contents of the Compliance Program.
- Ensuring that independent contractors and contractors (recipient service provision, vendors, billing services, etc.) are aware of the requirements of **COLUMBIA COUNTY's** Compliance Program.
- Acting as a resourceful leader regarding regulatory compliance issues. Actively seeking up-to-date material and releases regarding regulatory compliance issues.
- Continuing the momentum of the Compliance Program and the accomplishment of its objectives.

II. The Structure, Duties, and Role of the Compliance Committee

The Compliance Committee is appointed by the Chairman of the Board of Supervisors and the Columbia County Board of Supervisors to advise and assist the Compliance Officer with the implementation of the Compliance Program. The Compliance Committee reports directly to the Chairman of the Board of Supervisors.

The Compliance Committee will meet on a regular basis, but not less than quarterly. Meeting minutes will be maintained by the Compliance Officer.

The Compliance Committee is responsible for the following:

- Analyzing the regulatory environment where **COLUMBIA COUNTY** does business, including legal requirements with which it must comply.
- Reviewing and assessing existing policies and procedures that address risk areas for possible incorporation into the Compliance Program.
- Reviewing and monitoring Compliance Program training and education to ensure that they are effective and completed in a timely manner.
- Ensuring that the Columbia County has effective systems and processes in place to identify Compliance Program risks, overpayments, and other issues and has effective policies and procedures for correcting and reporting such issues.
- Working with departments to develop standards and policies and procedures that address specific risk areas and to encourage compliance according to legal and ethical requirements.

- Coordinating with the Compliance Officer to ensure that the written policies and procedures and Standards of Conduct are current, accurate, and complete.
- Developing internal systems and controls to carry out compliance standards, Standards of Conduct, and policies and procedures.
- Coordinating with the Compliance Officer to ensure communication and cooperation by Affected Individuals on compliance-related issues, internal or external audits, or any other function or activity.
- Developing a process to solicit, evaluate, and respond to complaints and problems.
- Monitoring internal and external audits to identify issues related to non-compliance.
- Implementing corrective and preventative action plans and follow-up to determine effectiveness.
- Ensuring the development and implementation of an annual Compliance Work Plan.
- Advocating for sufficient funding, staff, and resources to be allocated to the Compliance Officer to carry out duties related to the Compliance Program.
- Ensuring that the Columbia County has appropriate systems and policies in place that effectively identify risks, overpayments, and other areas of concerns including fraud, waste, and abuse.
- Monitoring and evaluating the Columbia County's Compliance Program for effectiveness at least annually and making recommendations for necessary modifications to the Compliance Program as applicable.
- Developing and implementing a Compliance Committee Charter. The Charter will outline the Compliance Committee's duties and responsibilities, membership, designation of a chairperson and frequency of meetings. The Charter will be reviewed and updated annually.

III. Delegation of Substantial Discretionary Authority

Any employee or prospective employee who holds, or intends to hold, a position with substantial discretionary authority for the Columbia County is required to disclose any name changes and any involvement in non-compliant activities including healthcare-related crimes. In addition, the Columbia County performs reasonable inquiries into the background of such applicants, all prospective employees, the Chairman of the Board of Supervisors, Columbia County Board of Supervisors members, Department Heads, Elected Officials, interns, contractors, and vendors.

The following resources may be queried when conducting screening:

- a) The System for Award Management (SAM) available on the SAM website. The URL address is: <https://www.sam.gov>
- b) HHS/OIG List of Excluded Individuals and Entities. The URL address is: <http://exclusions.oig.hhs.gov/>.
- c) Medicaid Exclusions | Office of the Medicaid Inspector General. The URL address is: <https://omig.ny.gov/medicaid-fraud/medicaid-exclusions>
- d) Licensure and disciplinary record with NYS Office of Professional Medical Conduct (Physicians, Physician Assistants) (the URL address is <http://www.health.state.ny.us/nysdoh/opmc/main.htm>) and/or New York State Department of Education (other licensed professionals) (the URL address is <http://www.op.nysed.gov/opsearches.htm>).

Element 3: Education and Training

I. Expectations

Education and training are critical elements of the Compliance Program. All Affected Individuals are expected to be familiar with and knowledgeable about COLUMBIA COUNTY's Compliance Program and have a solid working knowledge of their responsibilities under the Compliance Program. Compliance Program Policies and Procedures and Standards of Conduct will be communicated to all Affected Individuals through required participation in training programs.

II. Training Topics – General

All Affected Individuals shall participate in training on the topics identified below:

- COLUMBIA COUNTY's Compliance Plan;
- Standards of Conduct and other related written guidance;
- Federal False Claims Act;
- New York False Claims Act;
- Whistleblower Protections;
- Risk areas and Columbia County experience;
- The role and responsibilities of the Compliance Officer and the Compliance Committee;
- Communication channels (name of Compliance Officer, reporting mechanisms, anonymous reporting mechanism);
- COLUMBIA COUNTY's expectations for reporting known or suspected fraud, waste, and abuse; illegal or unethical acts; actual or suspected violations of Federal or State laws and regulations; actual or suspected violations of the Standards of Conduct, the Compliance Program, and COLUMBIA COUNTY's policies and procedures; improper acts in the delivery or billing of services; and other wrongdoing (collectively referred to as "compliance concerns") and how the Columbia County responds to such reports including the investigation process and corrective actions;
- COLUMBIA COUNTY's disciplinary policy and standards;
- Prevention of fraud, waste, and abuse; and
- Non-retaliation and non-intimidation policy.

All Affected Individuals will complete the Compliance Program training no less frequently than annually.

COLUMBIA COUNTY will maintain an annual training plan. The training plan will, at a minimum, outline the subjects or topics for compliance training and education, the timing and frequency of the training, which Affected Individuals are required to attend, how attendance will be tracked, and how the effectiveness of the training will be periodically evaluated. The training plan will be reviewed by the Compliance Officer and Compliance Committee and updated as needed, but at minimum on an annual basis.

III. Topics – Targeted

In addition to the above, targeted training will be provided to all managers and any other employees whose job responsibilities include activities related to compliance topics, such as

documentation of services and coding and billing procedures. Managers shall assist the Compliance Officer in identifying areas that require specific training and education.

IV. Orientation

As part of their orientation, each Affected Individual shall receive a written copy of the Compliance Plan and Standards of Conduct and be provided access to Compliance Program Policies and Procedures.

V. Attendance

All education and training relating to the Compliance Plan will be verified by attendance and a signed acknowledgement of receipt of the Compliance Plan and Standards of Conduct.

Attendance at compliance training sessions is mandatory and is a condition of continued employment / contract / appointment / assignment with the Columbia County.

Element 4: Lines of Confidential Communication

I. Expectations

Open lines of communication between COLUMBIA COUNTY's Management, the Compliance Officer, and each Affected Individual subject to this Compliance Plan are essential to the success of COLUMBIA COUNTY's Compliance Program and commitment to comply with all applicable laws and regulations and the prevention of Medicaid or Medicare fraud, waste, and abuse.

All Affected Individuals must report compliance concerns. Failure to report is deemed misconduct and a violation of this requirement.

Every Affected Individual has an obligation to refuse to participate in any wrongful course of action and to report the actions according to the procedure listed below.

II. Reporting Procedure

If an Affected Individual witnesses, learns of, or is asked to participate in any activities that are potentially in violation of this Compliance Plan and/or Standards of Conduct, they should contact the Compliance Officer, immediate supervisor, a member of the Management Team, or a member of the Compliance Committee. Reports may be made in person; by mail, phone, or email; or by mailing information to the attention of the Compliance Officer at 401 State Street, Hudson, New York 12534. The Compliance Officer may be reached by calling (518) 828-4086. Affected Individuals may also anonymously report to the Compliance Officer by calling 1-877-654-2856.

Upon receipt of a question or concern, any supervisor, officer, or director shall document the issue at hand and report to the Compliance Officer. Any questions or concerns relating to potential non-compliance by the Compliance Officer should be reported immediately to the Chairman of the Board of Supervisors.

The Compliance Officer or designee shall record the information necessary to conduct an appropriate investigation of all complaints. If the Affected Individual was seeking information concerning the Standards of Conduct or its application, the Compliance Officer or designee shall

record the facts of the inquiry and the nature of the information sought and respond as appropriate.

III. Protections

COLUMBIA COUNTY shall, as much as is possible, protect the anonymity or identity of the Affected Individual who reports a compliance concern or raises a question about **COLUMBIA COUNTY**'s Compliance Program and Standards of Conduct. Strict confidentiality regarding the reporting of compliance concerns will be maintained unless the matter is subject to a disciplinary proceeding, referred to, or under investigation by Federal, State, or local law enforcement, or disclosure is required during a legal proceeding.

IV. Policy of Non-Retaliation and Non-Intimidation

COLUMBIA COUNTY will not take any retaliatory action against an Affected Individual who, in good faith, reports a compliance concern, as defined by this Plan or for good faith participation in the Compliance Program, including but not limited to:

- Reporting potential issues;
- Investigating issues;
- Self-evaluations;
- Audits;
- Remedial actions; and
- Reporting to appropriate officials as provided in sections 740 and 741 of the New York State Labor Law.

Any threat of retribution, retaliation, or intimidation against a person who acts in good faith pursuant to their responsibilities under the Compliance Plan is acting against **COLUMBIA COUNTY**'s Compliance Policy. Discipline, up to and including termination of employment, contract, appointment, or assignment, will result if such retribution, retaliation or intimidation is proven.

Affected Individuals who believe they have been subject to retribution, retaliation and/or intimidation for reporting a compliance concern or for good faith participation in the Compliance Program shall report the actions to the Compliance Officer who shall conduct an investigation into the allegation in accordance with Element 7 of this Compliance Plan (Response to Compliance Issues).

V. Guidance

Any Affected Individual may seek guidance about the Compliance Plan or Standards of Conduct at any time by following the reporting mechanisms outlined above.

Element 5: Discipline and Enforcement of Compliance Standards

I. Disciplinary Action – General

Affected Individuals who fail to comply with COLUMBIA COUNTY's Compliance Program and Standards of Conduct, or who, upon investigation, are found to have committed illegal or unethical acts or violations of applicable Federal and State laws and regulations, the Compliance Program, the Standards of Conduct, or the Columbia County's policies and procedures, will be subject to appropriate disciplinary action, up to and including termination of employment, contract, assignment, or appointment with the Columbia County.

When the determination is made that a compliance violation occurred involving a contractor or vendor, the Compliance Officer will notify the Chairman of the Board of Supervisors and work collaboratively to determine and execute the appropriate corrective action.

The Columbia County will apply progressive discipline consistent with the violation. Examples of the disciplinary action that may be taken in accordance with the nature and scope of the infraction include but are not limited to: (a) verbal counseling or warning; (b) counseling with written warning; (c) retraining; (d) reassignment or demotion; (e) suspension without pay; and (f) termination of employment, contract, assignment, or appointment. The Columbia County will consider intentional or reckless behavior as being subject to more significant discipline.

The following actions will result in more significant disciplinary action:

- Authorization of or participation in actions that violate Federal or State laws, regulations, the Compliance Program, Standards of Conduct, or any related policies and procedures;
- Failure to comply with the Columbia County's policies governing the prevention, detection, or reporting of fraud and abuse;
- Falsification of records;
- Submitting or causing to submit a false claim;
- Failure to report a violation by a peer or subordinate;
- Failure to cooperate in an investigation; and
- Retaliation/intimidation against an individual for reporting a possible violation or participating in an investigation.

Any discipline will be appropriately documented in the Affected Individual's file, along with a written statement of reason(s) for imposing such discipline. Such documentation will be considered during an employee's regular and promotional evaluations.

The Compliance Officer will maintain a written record of all disciplinary actions taken against Affected Individuals related to non-compliance and violations, including verbal warnings, and will reference these records when necessary to ensure consistency in application of disciplinary measures. The Compliance Officer will provide a report on disciplinary actions taken to the Compliance Committee and the Board of Supervisors.

II. Disciplinary Action – Supervisory

Managers and supervisors will be disciplined for failure to adequately instruct their subordinates or failure to detect noncompliance with applicable policies and procedures and legal requirements where reasonable diligence on the part of the manager or supervisor would have led to the earlier discovery of any problems or violations and would have provided the Columbia County with the opportunity to correct them.

Element 6: Auditing and Monitoring

I. Internal Audits

Ongoing evaluation is critical in detecting non-compliance and will help ensure the success of COLUMBIA COUNTY's Compliance Program. An ongoing auditing and monitoring system, implemented by the Compliance Officer and in consultation with the Compliance Committee, is an integral component of COLUMBIA COUNTY's auditing and monitoring systems.

On an annual basis, the Compliance Officer, in conjunction with the Chairman of the Board of Supervisors, and Compliance Committee, will develop an audit plan based on a Columbia County risk assessment.

This ongoing auditing and monitoring will evaluate at minimum, the following risk areas:

- Billings;
- Payments;
- Ordered services;
- Medical necessity;
- Quality of care;
- Governance;
- Mandatory reporting;
- Credentialing;
- Contractor, subcontractor, agent, or independent contract oversight;
- Review of contracts and relationships with contractors, specifically those with substantive exposure to government enforcement actions;
- Review of documentation and billing relating to claims made to Federal, State, and third-party payers for reimbursement;
- Compliance training and education;
- Effectiveness of the Compliance Program: and
- Other risk areas that are or should reasonably be identified by the Columbia County through its Columbia County experience

The audits and reviews will examine the Columbia County's compliance with specific rules and policies through on-site visits, personnel interviews, general questionnaires (submitted to employees and contractors), and record reviews.

Results of all auditing and monitoring activities will be reported to the Compliance Committee and the Columbia County Board of Supervisors.

II. Compliance Plan Integrity

Additional steps to ensure the integrity of the Compliance Plan will include:

- The Compliance Officer will be notified immediately in the event of any visits, audits, investigations, or surveys by any Federal or State agency or authority, and shall immediately receive a photocopy of any correspondence from any regulatory agency charged with licensing the Columbia County and/or administering a Federally or State-funded program or county-funded program with which the Columbia County participates.
- Establishment of a process detailing ongoing notification by the Compliance Officer to all appropriate personnel of any changes in laws, regulations, or policies, as well as appropriate training to assure continuous compliance.

Element 7: Response to Compliance Issues

I. Violation Detection

COLUMBIA COUNTY maintains a formal confidential and anonymous compliance reporting process to encourage the reporting of any compliance concerns. Affected Individuals must promptly report any compliance concerns to Compliance Officer, the immediate supervisor, a member of Management, or a member of the Compliance Committee. Service recipients, vendors, and any party conducting business with **COLUMBIA COUNTY** may report compliance concerns to the Compliance Officer through the confidential or anonymous reporting process.

As part of its Compliance Program, **COLUMBIA COUNTY** will ensure that all reports of compliance concerns are immediately and objectively investigated and resolved promptly. Such investigations may be conducted by the Compliance Officer, members of the Compliance Committee, other employees or external parties as indicated or recommended by the Compliance Officer, the Chairman of the Board of Supervisors, or County Attorney.

The Compliance Officer will take immediate measures to secure relevant evidence or documentation and will ensure the confidentiality of any information obtained from a report, interview or through an investigation, unless otherwise required by law.

Unless a potential conflict of interest exists, the Compliance Officer will inform the Chairman of the Board of Supervisors of any pending investigations. The Compliance Officer or Chairman of the Board of Supervisors will contact the County Attorney, as deemed appropriate.

II. Reporting

The results of the investigation and remedial actions will be communicated confidentially to the Chairman of the Board of Supervisors, members of the Board of Supervisors, and other employees based on a need-to-know basis. The Compliance Officer shall report to the Compliance Committee regarding each investigation conducted unless conducted under attorney privilege.

At the conclusion of an investigation involving legal counsel, they shall issue a report to the Compliance Officer, Chairman of the Board of Supervisors, and Compliance Committee summarizing their findings, conclusions, and recommendations and will render an opinion as to

whether a violation of the law has occurred. The report will be reviewed with legal counsel in attendance. Any additional action will be on the advice of counsel.

III. Rectification

If the Compliance Officer, in consultation with legal counsel, identifies credible evidence or credibly believes that a State or Federal law, rule, or regulation has been violated, the Compliance Officer will promptly report such violation to the appropriate governmental entity, where such reporting is otherwise required by law, rule, or regulation.

If the Columbia County identifies that an overpayment was received from any third-party payer, the appropriate regulatory (funder) and/or prosecutorial (attorney general/police) authority will be appropriately notified with the advice and assistance of counsel.

It is the Columbia County's policy to not retain any funds received from overpayments. Overpayments will be reported and refunded to Medicaid and Medicare in accordance with the appropriate self-disclosure protocols and any required time frames.

In instances where it appears that an affirmative fraud may have occurred, appropriate amounts shall be returned after consultation and approval by involved regulatory and/or prosecutorial authorities. Systems shall also be put in place to prevent such overpayments in the future.

IV. Recordkeeping

Regardless of whether a report is made to a governmental agency, the Compliance Officer shall maintain a record of the investigation, including copies of all pertinent documentation. The Compliance Officer will organize the information so that the Columbia County can determine if an infraction occurred. The Compliance Officer will securely maintain all notes of the interviews, all evidence and review of documents as part of the investigation file. This record will be considered confidential and not released without the approval of the Chairman of the Board of Supervisors or the County Attorney.

SCHEDULE "C"

Columbia County False Claims and Whistleblower Protections Policy

Purpose:

COLUMBIA COUNTY (sometimes referred to as "Columbia County" or "the Columbia County") is committed to prompt, complete, and accurate billing of all services provided to service recipients. COLUMBIA COUNTY and its employees, interns and contractors shall not make or submit any false or misleading entries on any claim forms. No employee or contractor shall engage in any arrangement or participate in such arrangement at the direction of another person, including any supervisor or manager that results in the submission of a false or misleading entry on claims forms or documentation of services that result in the submission of a false claim.

This policy applies to all Board members, all employees including the Chairman of the Board, members of the Board of Supervisors, Department Heads, Managers, Supervisors and Contractors.

For purpose of this Policy, a contractor is defined as:

- Any independent contractor, contractor, subcontractor, or other person who, on behalf of the Columbia County, furnishes or otherwise authorizes the furnishing of Medicare and/or Medicaid healthcare items or services, or performs billing or coding functions;
- Any independent contractor, contractor, subcontractor, or other person who provides administrative or consultative services, goods, or services that are significant and material, are directly related to healthcare provision, and/or are included in or are a necessary component of providing items or services reimbursed by Medicare, Medicaid, or another federally-funded healthcare program; or
- Any independent, contractor, subcontractor, or other person who is involved in the monitoring of healthcare provided by the Columbia County.

Policy:

It is the policy of COLUMBIA COUNTY to detect and prevent fraud, waste, and abuse in Federal and State healthcare programs. This Policy explains the Federal False Claims Act (31 U.S.C. §§ 3729 – 3733), the Administrative Remedies For False Claims (31 USC Chapter 38 §§3801-3812), the New York State False Claims Act (State Finance Law §§187-194), and other New York State laws concerning false statements or claims and employee protections against retaliation for reporting. This policy also sets forth the procedures that COLUMBIA COUNTY has put into place to prevent any violations of Federal or New York State laws regarding fraud, waste, or abuse in its healthcare programs. (Refer to the appendix entitled "Overview of Relevant Laws" for further information.)

Regulatory Reference:

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Social Service Law 363-D
18 NYCRR Part 521
(Also refer to Overview of Relevant Laws, below)

Procedures:

1. **COLUMBIA COUNTY** will provide training and/or education in this policy and procedure to all Board members, all employees including the Chairman of the Board and Department Heads, and Contractors, as defined by this Policy.
2. Training and/or education in this Policy will be provided to all employees as part of the new employee orientation.
3. Training and/or education in this Policy will be provided to all Board members and to new Board members as part of Board orientation.
4. The Compliance Officer will ensure that all Board members, all employees including the Chairman of the Board and Department Heads, and contractors receive training and/or education related to the contents of this Policy and the False Claims Act. The Compliance Officer will ensure that records are maintained to document the receipt of training.
5. The Compliance Officer will ensure that this Policy is attached to any contract with a contractor as defined by this Policy.
6. The prevention of fraud, waste and abuse, **COLUMBIA COUNTY** requires compliance with the following requirements related to the provision of service(s) and claims for reimbursement:
 - a. All service documentation, records, and reports are prepared timely, accurately, and honestly;
 - b. All documentation supporting claims for service is complete and maintained in accordance with regulatory requirements and the Columbia County's policies;
 - c. All claims submitted to any government or private healthcare program are accurate and comply with all Federal and State laws and regulations and payer requirements;
 - d. Claims are only submitted for medically necessary services provided by eligible providers;
 - e. All claims are properly documented and accurately coded; and
 - f. Billing errors are promptly identified, and any payments received in error are promptly returned to the payer.
7. Any employee or contractor who has any reason to believe that anyone is engaging in false billing practices, false documentation of services, and other non-compliance related to service provision and billing is expected to report the practice to the Compliance Officer in accordance with the Reporting and Investigation of Compliance Concerns Policy.
8. Any form of retribution, intimidation, and/or retaliation against any party who reports, in good faith, a perceived problem or concern regarding the provision or billing of services is strictly prohibited.

9. Any employee or contractor who commits or condones any form of retribution, intimidation, or retaliation will be subject to discipline up to, and including, termination of employment or contract.
10. COLUMBIA COUNTY will perform billing activities in a manner consistent with the regulations and requirements of third-party payers, including Medicaid, Medicare, and other Federal healthcare programs.
11. COLUMBIA COUNTY will conduct regular auditing and monitoring procedures as part of its efforts to ensure compliance with applicable regulations.
12. COLUMBIA COUNTY will report and refund all overpayments to Medicaid and Medicare within 60 days of identification of the overpayment in accordance with the Billing Errors, Overpayments, and Self-Disclosure Policy.

Sanction Statement:

Non-compliance with this policy may result in disciplinary action, up to and including termination.

Compliance Statement:

As part of its ongoing auditing and monitoring process in its Compliance Program, COLUMBIA COUNTY will review this policy based on changes in the law or regulations, as COLUMBIA COUNTY's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with COLUMBIA COUNTY's Compliance Plan. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all affected individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and the Columbia County Board of Supervisors on a regular basis.

Record Retention Statement:

COLUMBIA COUNTY will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at minimum, six years.

Overview of Relevant Laws

The False Claims Act (31 USC Chapter 37, §§ 3729-3733)

The False Claims Act is a Federal law designed to prevent and detect fraud, waste, and abuse in Federal healthcare programs, including Medicaid and Medicare. Under the False Claims Act, anyone who “knowingly” submits false claims to the Federal Government is liable for damages up to three times the amount of the erroneous payment plus mandatory penalties of approximately \$12,000 to \$25,000¹ for each false claim submitted.

The law was revised in 1986 to expand the definition of “knowingly” to include a person who:

- Has actual knowledge of falsity of information in the claim;
- Acts in deliberate ignorance of the truth or falsity of the information in the claim; and
- Acts in reckless disregard of the truth or falsity of the information in a claim.

False Claims suits can be brought against individuals and entities. The False Claims Act does not require proof of a specific intent to defraud the Government. Providers can be prosecuted for a wide variety of conduct that leads to the submission of a false claim.

Examples include, but are not limited to, the following:

- Knowingly making false statements;
- Falsifying records;
- Submitting claims for services never performed or items never furnished;
- Double-billing for items or services;
- Upcoding;
- Using false records or statements to avoid paying the Government;
- Falsifying time records used to bill Medicaid; or
- Otherwise causing a false claim to be submitted.

Whistleblower or “Qui Tam” Protections

In order to encourage individuals to come forward and report misconduct involving false claims, the False Claims Act contains a “Qui Tam” or whistleblower protection.

The United States Government, or an individual citizen acting on behalf of the United States Government, can bring actions under the False Claims Act. An individual citizen, referred to as a whistleblower or “Relator,” who has actual knowledge of allegedly false claims may file a lawsuit on behalf of the United States Government. If the lawsuit is successful, and provided certain legal requirements are met, the whistleblower may receive an award ranging from 15% - 30% of the amount recovered.

More information can be found at [31 USC 3730: Civil actions for false claims \(house.gov\)](#)

¹ The penalties are updated regularly; the provider should refer to the Federal False Claims Act for current amounts.

Employee Protections

The False Claims Act prohibits discrimination by **COLUMBIA COUNTY** against any employee for taking lawful actions under the False Claims Act. Any employee who is discharged, demoted, harassed, or otherwise discriminated against because of lawful acts by the employee in False Claims actions is entitled to all relief necessary to make the employee whole. Such relief may include reinstatement, double back pay, and compensation for any special damages, including litigation costs and reasonable attorney fees.

More information can be found at [31 USC 3729: False claims \(house.gov\)](#)

Administrative Remedies for False Claims (31 USC Chapter 38, §§3801-3812)

The Federal False Claims Act allows for administrative recoveries by Federal agencies including the Department of Health and Human Services, which operates the Medicare and Medicaid Programs. The law prohibits the submission of a claim or written statement that the person knows or has reason to know is false, contains false information, or omits material information. The Federal agency receiving the claim may impose a monetary penalty of up to \$5,500 per claim and damages of twice the amount of the original claim.

Unlike the False Claims Act, a violation of this law occurs when a false claim is submitted, not when it is paid.

More information can be found at [31 USC Chapter 38 - Administrative Remedies for False Claims and Statements](#).

New York State Laws

A. Civil and Administrative Laws

New York State False Claims Act (State Finance Law §§187-194)

The New York State False Claims Act closely tracks the Federal False Claims Act. It imposes fines on individuals and entities that file false or fraudulent claims for payment from any State or local government, including healthcare programs such as Medicaid. The penalty for filing a false claim is \$6,000 - \$12,000² per claim and the recoverable damages are between two and three times the value of the amount falsely received. In addition, the false claim filer may be responsible for the government's legal fees.

The New York State Government, or an individual citizen acting on behalf of the Government (a "Relator"), can bring actions under the New York State False Claims Act. If the suit eventually concludes with payments back to the government, the party who initiated the case can recover 15% - 30% of the proceeds, depending upon whether the government participated in the suit.

The New York State False Claims Act prohibits discrimination against an employee for taking lawful actions in furtherance of an action under the False Claims Act. Any employee who is

² The penalties are updated regularly; the provider should refer to the Federal False Claims Act for current amounts.

discharged, demoted, harassed, or otherwise discriminated against because of lawful acts by the employee in furtherance of an action under the False Claims Act is entitled to all relief necessary to make the employee whole.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under FIS/Financial Services Law.

Social Service Law §145-b False Statements

It is a violation to knowingly obtain or attempt to obtain payment for items or services furnished under any Social Services program, including Medicaid, by use of a false statement, deliberate concealment, or other fraudulent scheme or device. The State or the local Social Services district may recover up to three times the amount of the incorrectly paid claim. In the case of non-monetary false statements, the local Social Service district or State may recover three times the amount incorrectly paid. In addition, the Department of Health may impose a civil penalty of up to \$2,000 per violation. If repeat violations occur within five years, a penalty up to \$7,500 may be imposed if they involve more serious violations of the Medicaid rules, billing for services not rendered, or providing excessive services.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under SOS/Social Services.

Social Service Law §145-c Sanctions

If any person applies for or receives public assistance, including Medicaid, by intentionally making a false or misleading statement, or intending to do so, the person's and the person's family needs are not taken into account for a period of six months to five years, depending upon the number of offenses.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under SOS/Social Services.

B. Criminal Laws

Social Service Law §145 Penalties

Any person who submits false statements or deliberately conceals material information in order to receive public assistance, including Medicaid, is guilty of a misdemeanor.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under SOS/Social Services.

Social Service Law § 366-b. Penalties for Fraudulent Practices

Any person who, with intent to defraud, presents for payment any false or fraudulent claim for furnishing services or merchandise, knowingly submits false information for the purpose of obtaining Medicaid compensation greater than that to which they are legally entitled to, or knowingly submits false information in order to obtain authorization to provide items or services shall be guilty of a Class A misdemeanor.

Any person who obtains or attempts to obtain, for himself or others, medical assistance by means of a false statement, concealment of material facts, impersonation, or other fraudulent means is guilty of a Class A misdemeanor.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under SOS/Social Services.

Penal Law Article 155, Larceny

The crime of larceny applies to a person who, with intent to deprive another of property, obtains, takes, or withholds the property by means of a trick, embezzlement, false pretense, false promise, including a scheme to defraud, or other similar behavior. This law has been applied to Medicaid fraud cases.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under PEN/Penal.

Penal Law Article 175, Written False Statements

There are four crimes in this Article that relate to filing false information or claims. Actions include falsifying business records, entering false information, omitting material information, altering an Columbia County's business records, or providing a written instrument (including a claim for payment) knowing that it contains false information. Depending upon the action and the intent, a person may be guilty of a Class E felony.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under PEN/Penal.

Penal Law Article 177, Health Care Fraud

This Article establishes the crime of Health Care Fraud. A person commits such a crime when, with the intent to defraud Medicaid (or other health plans, including non-governmental plans), they knowingly provide false information or omits material information for the purpose of requesting payment for a healthcare item or service and, as a result of the false information or omission, receives such a payment in an amount to which they are not entitled. Prosecution under Health Care Fraud is determined by the amount of payment inappropriately received.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under PEN/Penal.

New York Labor Law §740

An employer may not take any retaliatory personnel action against an employee if the employee discloses information about the employer's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official.

This law offers protection to an employee who:

- Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy, or practice of the employer that is in violation of law, rule, or regulation that presents a substantial and specific danger to the public health or safety;

- Provides information to, or testifies before, any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the employer; or
- Objects to, or refuses to participate in, any such activity, policy, or practice in violation of a law, rule, or regulation.

The employee's disclosure is protected under this law only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, with certain exceptions. The law allows employees who are the subject of a retaliatory action to bring a suit in State court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under LAB/Labor.

New York Labor Law §741

Under this law, a healthcare employer may not take any retaliatory action against an employee if the employee discloses certain information about the employer's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official. Protected disclosures are those that assert that, in good faith, the employee believes constitute improper quality of patient care or improper quality of workplace safety.

This law offers protection to an employee who:

- Discloses or threatens to disclose to a supervisor, to a public body, to a news media outlet, or to a social media forum available to the public at large, an activity, policy, or practice of the employer or agent that the employee, in good faith, reasonably believes constitutes improper quality of patient care or improper quality of workplace safety; or
- Objects to, or refuses to participate in any activity, policy, or practice of the employer or agent that the employee, in good faith, reasonably believes constitutes improper quality of patient care or improper quality of workplace safety.

The employee's disclosure is protected under this law only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, unless the danger is imminent to the public or patient and the employee believes in good faith that reporting to a supervisor would not result in corrective action. Certain exceptions apply. If the employer takes a retaliatory action against the employee, the employee may sue in State court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees. If the employer is a healthcare provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>: under LAB/Labor.

SCHEDULE "D"

Columbia County Whistleblower Protections and Non-Retaliation

Purpose:

COLUMBIA COUNTY (sometimes referred to as "Columbia County" or "the Columbia County") is committed to promoting an environment where concerns regarding known or suspected fraud, waste, and abuse; illegal or unethical acts; actual or suspected violations of Federal or State laws and regulations; actual or suspected violations of the Standards of Conduct, the Compliance Program, and COLUMBIA COUNTY's policies and procedures; improper acts in the delivery or billing of services; and other wrongdoing (collectively referred to as "compliance concerns" for purposes of this Policy) are reported and addressed without fear of retaliation, intimidation, retribution or harassment for good faith reporting of such concerns. To reinforce this commitment, COLUMBIA COUNTY maintains a policy of non-intimidation and non-retaliation for good faith participation in the Compliance Program, including but not limited to reporting potential issues and compliance concerns, investigating issues, self-evaluations, audits and remedial actions, and reporting to appropriate officials as provided in the Labor Law.

- For purposes of this Policy, the "Affected Individuals" includes all person(s) who are affected by Columbia County's risk areas including employees, the Chairman of the Board of Supervisors, the Board of Supervisors, Department Heads, Managers, Contractors, Agents, Subcontractors, and Independent Contractors.

Policy:

It is the policy of COLUMBIA COUNTY to strictly prohibit any form of retaliation or intimidation against Affected Individuals or entities, for reporting compliance concerns.

COLUMBIA COUNTY strictly prohibits Affected Individuals from engaging in any act, conduct, or behavior that results in, or is intended to result in, retribution, intimidation or retaliation against any individual or entity for reporting compliance concerns to the Columbia County or government agency.

No COLUMBIA COUNTY supervisor, manager, or employee is permitted to discharge, demote, suspend, threaten, harass, or in any other manner discriminate against an employee, vendor, contractor, or other individual or Columbia County (all such activity collectively referred to as "retaliation") who in good faith participates in the Compliance Program, including but not limited to reporting potential compliance concerns, investigating or participating in an investigation, self-evaluations, audits, and reporting to the appropriate officials.

Regulatory Reference:

Social Service Law 363-D
18 NYCRR Part 521
New York Labor Law §740 and §741 (refer to Procedures)

Procedures:

1. If an Affected Individual, vendor, or service recipient believes in good faith that they have been retaliated against for reporting a compliance concern or for participating in any investigation of such a report, the retaliation should be immediately reported to the Compliance Officer or the Compliance Hotline **1-877-654-2856**. The report should include a thorough account of the incident(s) and should include the names, dates, and specific events, the names of any witnesses, and the location or name of any document that supports the alleged retaliation.
2. Knowledge of a violation or potential violation of this Policy must be reported directly to the Compliance Officer or the Compliance Hotline **1-877-654-2856**.
3. Any employee who believes they are subjected to retaliation, intimidation, harassment, discrimination, or an adverse employment consequence must immediately report the actions to the Compliance Officer/Human Resources Director.
4. The Compliance Officer will implement this Policy and take appropriate actions in response to the whistleblower's complaint of retaliation based on the nature of the report. The County Attorney will be consulted, if appropriate.
5. The Compliance Officer will investigate all reports of retaliation in accordance with the Reporting and Investigation of Compliance Concerns Policy and report results to the Chairman of the Board of Supervisors.
6. The Chairman of the Board of Supervisors or the County Attorney will investigate any report that the Compliance Officer is engaging in intimidation or retaliation.
7. The Compliance Officer will provide information on each report of retaliation and any actions taken to the Compliance Committee and the Board of Directors.
8. The right of the reporter to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.
9. Any Affected Individual who commits or condones any form of retaliation will be subject to discipline up to, and including, termination.
10. The Compliance Officer will ensure this Policy is disseminated to all Affected Individuals and that these individuals have received relevant training in accordance with the Columbia County's training plan.

Further Information Regarding Employee Protections

New York Labor Law §740

An employer may not take any retaliatory personnel action against an employee if the employee discloses information about the employer's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official.

This law offers protection to an employee who:

- Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy, or practice of the employer that is in violation of law, rule, or regulation that presents a substantial and specific danger to the public health or safety;
- Provides information to, or testifies before, any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the employer; or
- Objects to, or refuses to participate in, any such activity, policy, or practice in violation of a law, rule, or regulation.

The employee's disclosure is protected under this law only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, with certain exceptions. The law allows employees who are the subject of a retaliatory action to bring a suit in State court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO%20>; under LAB-Labor.

New York Labor Law §741

Under this law, a healthcare employer may not take any retaliatory action against an employee if the employee discloses certain information about the employer's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official. Protected disclosures are those that assert that, in good faith, the employee believes constitute improper quality of patient care or improper quality of workplace safety.

This law offers protection to an employee who:

- Discloses or threatens to disclose to a supervisor, to a public body, to a news media outlet, or to a social media forum available to the public at large, an activity, policy, or practice of the employer or agent that the employee, in good faith, reasonably believes constitutes improper quality of patient care or improper quality of workplace safety; or
- Objects to or refuses to participate in any activity, policy, or practice of the employer or agent that the employee, in good faith, reasonably believes constitutes improper quality of patient care or improper quality of workplace safety.

The employee's disclosure is protected under this law only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, unless the danger is imminent to the public or patient and the employee believes in good faith that reporting to a supervisor would not result in corrective action. Certain exceptions apply. If the employer takes a retaliatory action against the employee, the employee may sue in State court for reinstatement to the same or an equivalent position, any lost back wages and benefits, and attorneys' fees. If the employer is a healthcare provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.

More information can be found at: <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO%20>: under LAB-Labor.

Sanction Statement:

Non-compliance with this policy may result in disciplinary action, up to and including termination.

Compliance Statement:

As part of its ongoing auditing and monitoring process in its Compliance Program, COLUMBIA COUNTY will review this policy based on changes in the law or regulations, as COLUMBIA COUNTY's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with COLUMBIA COUNTY's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and the Columbia County Board of Supervisors on a regular basis.

Record Retention Statement:

COLUMBIA COUNTY will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at minimum, six years.