XXX
AND
COLUMBIA COUNTY

THIS AGREEMENT, made the 1st day of January, 2026, 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

XXX having an office at XXX (hereinafter referred to as the "Consultant");

WHEREAS, the County desires to utilize the Consultant's XXX to provide nutritious meals and other programming provided by the Columbia County Office for the Aging (hereinafter referred to as "OFA") for the benefit of the senior population; and

WHEREAS, the Consultant desires to provide such services for 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. There will be no charge to the County for the usage of the Consultants facilities for the purposes the OFA operations of its nutrition meal program and other related programs for the benefit of the senior population.

4. The term of this Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2027except as extended in writing and signed by both parties.

5. 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. 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 Counsel for Consultant). After (Name of Counsel for Consultant) has cleared the "DRAFT" or proposed pleadings, memorandum of law, Records on Appeal or statement of facts, (Name of Counsel for Consultant) shall direct the Consultant to file the same in the appropriate judicial venue.

7. Either party, upon thirty (30) 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. 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. 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. 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 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. 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. 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. 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. 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. 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.

16. 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.

17. 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. 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. 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. 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. 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. 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. 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
	Columbia County Board of Supervisors
Street Address:	401 State Street
City, State, Zip:	Hudson, New York 12534

Name/Department:	Nina Benvenuto
	Director
Street Address:	325 Columbia St.
City, State, Zip:	Hudson, NY 12534

To the Consultant:

Name/Department:
Street Address:
City, State, Zip:

24. 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. 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. 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. 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. 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. 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. 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.

31. 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: _____
Nina Benvenuto, Director

By: _____ Date: _____
Matt B. Murell, Chairman

THE CONSULTANT

By: _____ Date: _____

Authorized by the Board of Supervisors of the County of Columbia on the 12th day of November, 2025, pursuant to Resolution No. 344-2025.

Approved as to form:
(County Attorney)

SCHEDULE "A"

WHEREAS, CONTRACTOR desires to collaborate with the OFA on programming for seniors in its XXX Senior Center; and

WHEREAS, the OFA is willing to cooperate with CONTRACTOR and operate a Nutrition Program for Older Adults in the XXX Senior center; and

WHEREAS, the facilities of the XXX Senior Center include, among other things, a kitchen equipped for the serving of meals and storage;

NOW, THEREFORE, it is mutually agreed as follows:

1. CONTRACTOR will provide the space, tables and chairs in the XXX Senior Center at no charge.

2. The OFA will provide and supervise an individual to operate the program at no cost to CONTRACTOR.

3. To the extent possible CONTRACTOR will provide a volunteer(s) to assist OFA in the operation of the Nutrition Program on any additional, mutually agreed upon days of operation.

4. OFA and the County of Columbia shall not be obligated to pay anything to CONTRACTOR for use of the Senior Center or its assistance to OFA in OFA's conduct of the program.

5. The OFA is granted permission to use the refrigerator at the XXX Senior Center. CONTRACTOR shall make every effort to keep the refrigerator in bacteria and mold free condition without injury to the health and safety of the users thereof.

6. The Nutrition Program will operate on Mondays and Wednesdays of each week between the hours of 9:30 a.m. and 1:30 p.m. These hours may be modified in writing pursuant to mutual agreement of the parties hereto.

7. The parties hereto understand that there may be occasions when the XXX Senior Center will be used by CONTRACTOR. Whenever feasible, two (2) weeks notice shall be given by CONTRACTOR to the OFA so that other arrangements may be made or the program suspended for the day per New York State Office for the Aging (NYSOFA) program standards. In the event that notice is less than two (2) weeks, a mutually satisfactory arrangement will be developed.

8. The OFA will provide meals that are nutritious in content and meet the USDA recommended daily intake requirements. OFA shall bear all costs of operating the Nutrition Program, including the costs of obtaining, preparing, and providing such foods and beverages. The OFA will also provide programs to seniors to include, but not limited to: nutrition education, nutrition counseling, guest speakers, health promotion, evidence based programs (e.g. Tai-Chi), etc. The OFA will allow seniors to engage in their own activities such as playing cards, games, completing jigsaw puzzles, socializing, etc.

9. The OFA will monitor and maintain the premises in a tidy and orderly manner and during its occupancy and shall be responsible for the light housekeeping of the kitchen and facilities.

10. CONTRACTOR will be responsible for waxing and mopping of floors and carpet vacuuming and shampooing. CONTRACTOR will also be responsible for maintaining the premises in a sanitary manner to include removal of trash and cleansing of sinks and bathrooms. CONTRACTOR will provide supplies for usage at the facility (ex: towels, toilet paper, hand soap, etc). CONTRACTOR will clean the premises prior to the time that the OFA begins their program.

11. CONTRACTOR will allow the OFA space to place a lockable storage cabinet as well as a bulletin board in the facilities.

12. The cost of heat, light, water and normal wear and tear on equipment shall be borne by CONTRACTOR.

13. CONTRACTOR agrees to rules and regulations of the County Nutrition Program.

14. The OFA shall provide insurance to CONTRACTOR as follows:

    a) Adequate liability insurance including Products Liability insurance with limits of not less than $1,000,000 subject to a $2,000,000 aggregate. Such liability insurance policies shall name XXX as an additional insured party.

    b) Worker's Compensation Insurance.

15. The OFA covenants that it will, except for claims arising out of CONTRACTOR's failure or neglect to perform its obligation under this contract hold CONTRACTOR, its successors and assignees harmless against all claims, damages, or causes of action for

damages arising from the operation of said Nutrition Program during the term of this AGREEMENT or extension thereof and for any acts or omissions of its officers, agents, or employees and will except for claims arising out of the CONTRACTOR's failure or neglect to perform its obligations herewith, indemnify CONTRACTOR for all such suits, orders or decrees and judgments entered therein brought on account of injury to person or property or loss of life sustained by the use or occupation of the demised premises or sidewalks and streets alleys surrounding them.

16. Smoking will be prohibited on the premises, and enforced by CONTRACTOR as a facility rule.

17. CONTRACTOR certifies that the facility is in compliance with all applicable safety, sanitary, and fire codes in effect and the Americans with Disabilities Act.

18. CONTRACTOR agrees to appoint a representative to act as its primary liaison to the OFA to meet with the Director and the Nutrition Services Coordinator to review matters of mutual interest.

19. It shall be the responsibility of CONTRACTOR to keep the parking areas; driveways and walkway clear of ice and snow.

20. CONTRACTOR shall provide any necessary fire insurance. Fire inspections and drills shall be conducted as required by the local fire department.

21. This AGREEMENT may be terminated by either party upon thirty (30) days written notice to the other party.

22. CONTRACTOR covenants that it will hold the OFA, its successors and assignees, harmless from all claims, damages or causes of actions for damages from the operation of said Nutrition Program during the term of this AGREEMENT or extension thereof and for any acts or omissions of its officers, agents or employees and will indemnify the OFA for all such suits, orders or decrees and judgment therein brought on account of injury to person or property or loss of life sustained by the use or occupation of the demised premises or sidewalks and streets and alleys surrounding them, except as caused by the wrongful act or omission of OFA.

23. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake of otherwise, such provision is not inserted, upon the application of either party, this Agreement shall be amended forthwith to make such insertion.

24. Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the agreement and shall meet for the purpose of renegotiating the portion declared unlawful.

25. This contract may be amended at any time upon the mutual, written agreement of the OFA and CONTRACTOR.

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 though **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:

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 $25,000[1] 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 - $12,000[2] 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 of 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

<u>New York Labor Law §740</u>

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.

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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.