

**BYLAWS OF  
COLUMBIA COUNTY COMMUNITY HEALTH CARE CONSORTIUM, INC.**

**ARTICLE I  
NAME, TERRITORY, OFFICE, SEAL AND CORPORATE POLICIES**

**SECTION 1. NAME**

The name of the Corporation is:

Columbia County Community Health Care Consortium, Inc.

The Corporation is a New York not-for-profit charitable corporation comprised of health care and social service providers and agencies, facilities and programs involved in planning for or arranging for the delivery of health care and social services, as provided in its certificate of incorporation and under all subsequent articles in these bylaws.

**SECTION 2. PRINCIPAL OFFICE**

The principal office of the Corporation will be located at 325 Columbia Street, Hudson, NY 12534. This location will contain all corporate records and is the primary location from which all corporate operations are conducted. This location may be changed to another location within Columbia County, New York, at the discretion of the Board of Directors.

**SECTION 3. CORPORATE SEAL**

The Board of Directors will provide a corporate seal, which will have inscribed thereon the name of the corporation.

**SECTION 4. BOOKS AND RECORDS**

The Corporation will keep correct and complete books and records of accounts and will also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors and it will keep a record giving the name and address of the entities entitled to vote.

**SECTION 5. NONDISCRIMINATION**

The Corporation is an equal opportunity employer and will make available its services without regard to race, creed, age, sex, color, ancestry, national origin or disability, marital status, veteran status, sexual orientation and any other class of individuals that may be protected by law.

**SECTION 6. DONATIONS**

The Board of Directors may accept, on behalf of the Corporation, any contribution, bequest or

devise for the general purpose or any special purpose of the Corporation.

## SECTION 7. TERRITORY

The Corporation will serve the residents of Columbia County and other geographic areas as defined by the Directors of the Corporation.

## **ARTICLE II**

### **MISSION**

#### SECTION 1. MISSION STATEMENT

The mission of the Columbia County Community Healthcare Consortium, Inc. is improving access to healthcare and supporting the health and well-being of people in our rural community.

## **ARTICLE III**

### **MEMBERS**

#### SECTION 1. NO MEMBERS

The Corporation shall not have members and its affairs shall be governed by its Board of Directors in the manner provided in Article IV hereof.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

#### SECTION 1. GENERAL MANAGEMENT

The general management of the affairs of this Corporation shall be vested in a Board of Directors. The Board of Directors shall have control of the property of the Corporation and shall determine its policies with the advice of its various committees. It shall have power to employ necessary staff and other help, authorize expenditures and take all necessary and proper steps to carry out the purposes of this Corporation and to promote its best interest.

#### SECTION 2. NUMBER AND SELECTION

2.1 *Composition of the Board.* The Board shall be inclusive of all sectors of the community. There shall be between twenty and thirty seats on the Board of Directors, including officers.

The Board shall be comprised of interested community members and can include representatives from:

- Columbia County Departments
- Human Service Agencies

- Supportive Service Agencies
- Physicians
- Healthcare Providers/Practitioners
- Hospitals
- Community Health Centers
- Emergency Medical Services
- Public Health Organizations
- Home Care Agencies
- Health Insurance Providers
- Pharmacy
- Mental Health
- Chemical Dependency
- Education
- Clergy
- Consumers
- Business & Industry
- Elected Officials
- Non-Designated

*2.2 Nomination.* The Governance Committee shall be responsible for developing a slate of Board members for presentation to the members of the Board of Directors in an effort to fill vacancies that may arise on the Board from time to time.

*2.3 Alternates.* Each Board member may elect to designate an alternate to attend meetings in his/her absence as an invited guest of the Board. A designee of a voting member is not counted for the purpose of establishing a quorum. Furthermore, a designee of a voting member may not vote on any matter coming before the Board.

*2.4 Independent Directors.* An Independent Director is a Director who satisfies each of the following conditions. First, the Director is not, and was not at any time during the prior three years, an employee of the Corporation or any affiliate of the Corporation and does not have a relative who has been a key employee during the same time period. Second, the Director has not received, nor does he/she have a relative who has received, more than \$10,000 in direct compensation from the Corporation or any affiliate of the Corporation at any time in the prior three years. Lastly, the Director is not a current employee of, nor does he/she have a substantial financial interest in, or a relative who is a current officer of, or has a substantial financial interest in, any entity that has made payments (other than charitable contributions) to, or received payments from, the Corporation, exceeding the lesser of \$25,000 or 2% of the Corporation's consolidated gross revenue at any time during the prior three years.

### SECTION 3. TERM OF OFFICE AND SELECTION OF MEMBERS

*3.1 Election.* One-half of the members shall be elected every two years. Directors shall be elected by majority vote of the Directors then in office and in attendance at a duly called meeting of the Directors at which a quorum is present. Each Director shall cast a vote for a number of candidates

equal to the number of vacancies to be filled until the maximum required number of Board members, as specified in Section 2 of this article, is achieved.

3.2 *Ties.* If, at any time during this process, there is a tie among a number of candidates, which number is greater than the number of vacancies remaining, the voters shall thereupon vote again, casting a number of votes equal to the remaining vacancies. Only the candidates who are tied may run in this subsequent election. The remaining vacancies shall be filled as outlined above. All subsequent ties shall be dealt with as outlined herein.

3.3 *Term of office.* The term of office for a Board member shall be two years except as provided for under Section 4 of this Article. Board members shall take office immediately upon announcement of election results. A Board member may be elected to subsequent terms of office.

3.4 *Vacancies.* If for any reason, a vacancy occurs prior to the expiration of the two-year term of a Board member, the Governance Committee shall solicit candidates for the Board to fill the remainder of the unexpired term and present a candidate or slate of candidates to the Board. The Board shall elect a candidate to fill such vacancy in the manner provided in Section 3.1 above.

#### SECTION 4. RESIGNATION

A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Corporation. Unless otherwise specified in notice, the resignation shall take effect upon receipt thereof by the Board, the President or the Secretary, and the acceptance of the resignation shall not be necessary to make it effective.

#### SECTION 5. SUSPENSION & REMOVAL

5.1 *Suspension.* Any or all of the members of the Board of Directors may be suspended for cause by a two-thirds (2/3) majority vote of the Entire Board, provided there is a quorum for the meeting at which the action is taken. The period of suspension can last only until such time as the next regularly scheduled Annual Meeting or a Special Meeting called for that purpose. At any meeting where a vote is to be taken to suspend a member of the Board, the Director in question may attend and shall be given a reasonable opportunity to argue in his/her defense.

5.2 *Removal.* Any or all of the members of the Board of Directors may be removed with or without cause by a two-thirds (2/3) majority vote of the Entire Board at any Annual Meeting or Special Meeting of the Board called for that purpose, provided there is a quorum for the meeting at which the action is taken. At any meeting where a vote is to be taken to remove a member of the Board, the Director in question may attend and shall be given a reasonable opportunity argue in his/her defense.

#### SECTION 6. QUORUM

A quorum shall be required for the legal and proper conduct of the business of the Board of Directors. A quorum for the transaction of standard and usual corporate operations shall consist of one-third (1/3) of the Entire Board. A quorum for affecting changes to the corporate bylaws shall consist of two-third (2/3) of the Entire Board.

## SECTION 7. ACTION BY THE BOARD OF DIRECTORS

7.1 *Action Defined.* Except as otherwise provided by law or in these bylaws, an “Action,” or “Act,” of the Board of Directors shall mean an action at a meeting of the Board authorized by vote of a majority of the Directors present at a duly called meeting of the Board at which a quorum is present. The amendment of the Corporation’s Certificate of Incorporation, or the purchase, sale, mortgage or lease of real property, shall only be authorized by vote of a two-thirds (2/3) majority of the Entire Board. The sale, lease, exchange or other disposition of all, or substantially all, the assets of the Corporation, or dissolution of the corporation, shall only be authorized by vote of a two-thirds (2/3) majority of the Entire Board, and a court of competent jurisdiction in the county where the Corporation maintains its principal place of business, if required by law.

7.2 *Written Consent.* Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if members of the Board consent in writing, conveyed via mail, e-mail, or facsimile, provided that the Entire Board responds and votes unanimously in favor of a given proposition. The resolution and the written consents thereto by the members of the Board shall be filed with the minutes of the proceedings of the Board.

7.3 *Electronic Communication.* Any one or more members of the Board of Directors or any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

## SECTION 8. VOTING

8.1 *Assignment of votes.* Each member of the Board shall have one vote.

8.2 *Standard and usual corporate operations.* For the purposes of conducting standard and usual business of the corporation, a simple majority of Directors present at a duly called meeting of the Board at which a quorum is present shall approve any proposition presented and acted upon at a meeting.

8.3 *Amendments to the bylaws.* These bylaws may be altered, amended or repealed and new bylaws may be adopted by two-thirds (2/3) majority vote of the Entire Board at an Annual Meeting or any duly called meeting of the Board of Directors of the Corporation.

No amendments of these bylaws shall be made unless notice stating either the general nature of the proposed amendment or the Article and Section number of each provision proposed to be amended shall have been sent to each member of the Corporation at least seven (7) days prior to the scheduled meeting at which they will be considered. Such notice may be provided electronically.

8.4 *Suspension or removal of a member of the Board.* The suspension or removal of a member of the Board of Directors may only be approved by a two-thirds (2/3) majority of the Entire Board, provided there is a sufficient quorum for the meeting at which the action is taken.

## SECTION 9. MEETINGS, ADJOURNMENT, PARTICIPATION

9.1 *Annual meeting.* An annual meeting of the Board of Directors shall be held during the month of April in each year with the specific date and place of the meeting to be established by the Board. The election of Directors and officers shall occur at the annual meeting. Notification either personally or by mail of the date, time and location of each meeting shall be provided to each Board member no less than thirty days before each meeting.

9.2 *Regular meetings of the Entire Board.* The Board of Directors shall endeavor to meet on a bi-monthly basis. Notification either personally, by mail, e-mail or facsimile, of the date, time and location of each meeting shall be provided to each Board member no less than seven days before each meeting.

9.3 *Special meetings.* Special meetings of the Board shall be held upon seven days notice to each Director either personally, by mail, e-mail or facsimile. The purpose of any special meeting shall be specified in the notice to members. Special meetings shall be called by the President of the Board or by the Secretary in a like manner on written request of five members.

9.4 *Waiver of notice.* Notice of any meeting need not be given to any Director who submits a waiver of notice whether before or after the meeting or who attends the meeting, either personally or via an alternate, without protesting, prior thereto or at its commencement, the lack of notice to him or her.

9.5 *Adjournment.* A majority of Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given to all Directors who were absent at the time of the adjournment, and unless such time and place are announced at the meeting, to the other Directors.

## SECTION 10. PARLIAMENTARY LAW

Robert's Rules of Order, newly-revised, shall be the guiding authority on all questions of parliamentary law not covered within the constitution and bylaws.

## SECTION 11. CHAIRPERSON

At all meetings of the Board, the President, or, in his/her absence, the Vice President, shall preside and act as parliamentarian. In each of their absences, a majority of the Directors in attendance may elect a member to preside and act as parliamentarian. At no time may an employee of the Corporation serve as the chairperson.

## SECTION 12. ATTENDANCE

The failure of any member or their designee to attend at least three Board of Director meetings within a given calendar year without reasonable cause shall be considered sufficient evidence that the member is incapable of performing the duties of a Director and may be deemed as cause for removal by the Board.

## **ARTICLE V**

### **CODE OF ETHICS**

Each member of the Board and each Officer of the Corporation recognizes the need for rules of ethical conduct for Board members and officers to ensure the highest degree of moral conduct and to ensure that public confidence in the Corporation is maintained. Each member of the Board and each Officer shall be subject to the rules of ethical conduct set forth in this Article.

#### **SECTION 1. DEFINITIONS**

As used in this policy, the term “member” shall mean a current, duly appointed Director of the Corporation, and the term “officer” means any current, duly elected officer of the Corporation

#### **SECTION 2. STANDARDS OF CONDUCT**

2.1 *Gifts.* No member or officer shall directly or indirectly solicit any gift or accept or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her, or could be reasonably expected to influence him/her in the performance of official duties or was intended as a reward for any official action on his/her part.

2.2 *Confidential Information.* No member or officer shall disclose confidential information acquired by him/her in the course of his/her official duties or use such information to further his/her personal interest.

2.3 *Conflicts of Interest.* Conflicts of Interests, including procedures for considering Related Party Transactions, shall be resolved by the Corporate Compliance Committee pursuant to the Conflict of Interest Policy which is appended to these bylaws and made a part hereof. Modifications to the Conflict of Interest Policy may be made by a majority vote of the Board in attendance at a duly called meeting of the Board at which a quorum is present, without regard to the procedures herein to amend these bylaws.

2.5 *Whistleblower protections.* Officers, Directors, employees and volunteers who, in good faith, report suspected acts that they reasonably consider to be illegal, fraudulent, improper, unethical, immoral and/or in violation of any adopted policies/procedures, shall be protected from intimidation, harassment or other retaliation as a consequence of disclosure, even if their allegations are subsequently found erroneous pursuant to the Whistleblower Protection Policy appended to these By-laws and made part hereof. Modifications to the Whistleblower Protection Policy may be made by a majority vote of the Board in attendance at a duly called meeting of the Board at which a quorum is present, without regard to the procedures herein to amend these bylaws.

## **ARTICLE VI**

### **OFFICERS**

#### **SECTION 1. OFFICERS, ELECTION, TERM**

The Board shall elect by majority vote an Executive Director, President, Vice President, Secretary and Treasurer, and such other Officers as it may determine, who shall be given such duties, powers and functions as hereinafter provided. The Executive Director shall serve at the pleasure of the Board. All other officers shall hold office for two (2) years from the date of election and until his or her successor has been elected. No two offices may be held by the same person. The President and Vice-President may serve for two (2) full consecutive terms.

#### **SECTION 2. RESIGNATION**

An Officer may resign at any time by giving written notice to the President or the Secretary of the Corporation. Unless otherwise specified in notice, the resignation shall take effect upon receipt thereof by the President or the Secretary, and the acceptance of the resignation shall not be necessary to make it effective

#### **SECTION 3. SUSPENSION AND REMOVAL**

Officers serve at the discretion of the Board. Any or all Officer(s) may be temporarily suspended or permanently removed by a two-thirds (2/3) majority vote of the Entire Board.

#### **SECTION 4. VACANCIES**

In the event of the death, resignation or removal of an Officer other than the Executive Director, the President shall appoint an acting successor to fill the un-expired term. This appointment shall be confirmed or disapproved by the Board within the next two Regular Meetings.

#### **SECTION 5. DUTIES**

*5.1 Executive Director.* The Executive Director shall be the chief operating officer of the Corporation. The Executive Director shall supervise and control the day-to-day the business and affairs of the Corporation. The Executive Director shall report to the President of the Corporation.

*5.2 President.* The President shall be the principal executive officer of the Corporation. He/she shall preside at all meetings of the Board. The President, the Secretary or any other proper officer of the Corporation authorized by the Board may sign any contracts or other legal instruments that the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, or by these bylaws, or by statute to some other Officer or agency of the Corporation. In general the President shall perform all duties as may be prescribed by the Board from time to time.

*5.3 Vice President.* In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all



the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him/her by the President and/or the Board.

5.3 *Secretary.* The Secretary shall keep the minutes of the meetings of the Membership in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these bylaws, or as may required by law, and be custodian of the records of the Corporation. The Secretary shall keep a register of the addresses and contact information of each member of the Board and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President and/or the Board. In addition, the Secretary shall notify members of the Board their election to office or their appointment to committees and keep a record of the transactions of the Corporation and of the Executive Committee.

5.4 *Treasurer.* The Treasurer shall be responsible for the supervision of an account of all monies received or expended by the by the Corporation. He/she shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President and/or by the Board. He/she shall provide regular financial reports to the Board; interpret said financial reports as they relate to the fiscal viability of the Corporation; interact with the independent auditor, if any, as needed, and; sign financial instruments as authorized by the Board.

## **ARTICLE VII COMMITTEES**

### **SECTION 1. COMMITTEES OF THE BOARD**

Committees of the Board, also referred to as “standing committees,” are those Committees that have the power to bind the Board within statutory limitations. Committees of the Board must be comprised solely of Directors who are appointed and charged by the Board. Committees of the Board include the Executive Committee, the Corporate Compliance Committee, the Budget and Finance Committee, and the Governance Committee. All Committees of the Board shall meet at least quarterly.

1.1 *Executive Committee.* The Executive Committee shall be comprised of the elected Officers of the Corporation (President, Vice President, Secretary and Treasurer) and the Chairpersons of all Committees of the Board. Additional members of the Board may be appointed to serve on the Committee at the discretion of the Board. The President shall serve as the Chair of the Executive Committee. The Executive Committee shall maintain surveillance of the business and affairs of the Corporation and shall be empowered to transact only such business as may be necessary between meetings of the Board. The Committee shall be responsible for overseeing the personnel affairs of the Corporation, including, but not limited to developing and reviewing personnel policies and hiring, training, supervising evaluating and, if necessary, terminating the Corporation’s Executive Director. The Committee shall also be responsible for ensuring that the Corporation engages in strategic planning. Meetings of the Committee may be called by the Chair or by any two (2) members of the Committee. The Committee shall submit a report of its actions at all regularly scheduled or special meetings of the Board.

1.2 *Corporate Compliance Committee.* The Corporate Compliance Committee of the Board is

comprised solely of Independent Directors responsible for overseeing the adoption, implementation of, and compliance with the Conflict of Interest Policy and the Whistleblower Protection Policy, as well as monitor compliance with fraud and abuse laws and other state regulatory laws applicable to the Corporation.

1.3 *Budget and Finance Committee.* The Budget and Finance Committee shall be responsible for overseeing the fiscal affairs of the Corporation. The Committee shall develop a budget for approval by the Board of Directors and propose policies governing the finances of the Corporation for adoption by the Board of Directors.

1.4 *Governance Committee.* The Governance Committee is charged with periodically reviewing the bylaws to ensure that they agree with current Board practice. When necessary, the Committee will prepare revisions for approval by the Entire Board.

The Governance Committee is also charged with monitoring the board and board meetings and providing recommendations to provide for effective and efficient governance.

The Committee shall also be responsible for recommending nominees for election and reelection to the Board, as well as the orientation, ongoing education, and evaluation of board members.

Additionally, the Committee shall be responsible for recommending nominees for election to the Board to fill vacancies as they arise among the general membership and Officers.

## SECTION 2. COMMITTEES OF THE CORPORATION

The Board may establish Committees of the Corporation, also referred to as “ad hoc” committees. Committees of the Corporation shall not have the authority of the Board. Members of Committees of the Corporation shall be selected by the President and may include both Directors and non-Directors. Committees of the Corporation shall include the Program Evaluation Committee and the Personnel Committee and such other committees as the Board may establish from time to time.

2.1 *The Program Evaluation Committee.* The Program Evaluation Committee is charged with developing, reviewing and reporting on all program performance indicators, indicating barriers to reaching the goals should they exist, and recommending corrective action as needed.

2.2 *Personnel Committee.* The Personnel Committee is charged with overseeing the personnel policies of the Corporation. The Committee shall develop a personnel policy manual, and employee handbook.

## SECTION 3. APPOINTMENTS

Each Director shall sit on at least one Committee of the Corporation or Board. Only Independent Directors may serve on the Corporate Compliance Committee of the Board.

#### SECTION 4. COMMITTEE CHAIRS

Committee chairs shall be members of the Board. It is the role of the chair to set the tone for the committee work and ensure that the members have required information to make informed judgments. The Chair assigns work to the committee members, sets the agenda and runs the meetings, and ensures distribution of meeting minutes. The committee chair or designee shall report to the Executive Committee and the full Board on committee decisions/recommendations, works closely with the Executive Director and other staff as agreed to by the Executive Director, and initiates and leads the committee's annual evaluation. The President of the Board shall appoint committee chairs at the annual meeting or when the chair becomes vacant.

#### SECTION 8. COMMISSIONS

The duties, responsibilities, authority and composition of all standing committees and ad hoc committees shall be stated in writing and adopted by resolution of the Board of Directors. The Board has the authority to dissolve any committee not necessary for the function of the Corporation or appoint committees as needed.

#### SECTION 9. TERM OF OFFICE

All committee members shall serve until the first Annual Meeting following their appointment or until their successors have been appointed.

#### SECTION 10. REPORTS

Each committee shall submit activity reports to the Board of Directors, as prescribed in its commission.

### **ARTICLE VIII EMPLOYED STAFF**

#### SECTION 1. EMPLOYEES

The Board of Directors shall employ the Executive Director(s) and shall authorize the employment of other employees as are needed to carry out the services of the Corporation. The Executive Director(s) or designee shall be responsible for the hiring and discharging of all other employees.

#### SECTION 2. EXECUTIVE DIRECTOR

The Board of Directors will maintain an employment contract with the Executive Director. He or she shall have general day to day authority over the operations of the Corporation and shall be its official representative. He/she will have signatory authority to conduct the day to day business of the Corporation. He or she shall comply with Board policies and shall submit to the Board of Directors such reports, analyses, statistics, plans and other information as may be required from time to time and shall assist the Finance Committee in the preparation of its annual budget. He or she may be an ex-officio member of the Board and of all committees.

The Executive Director(s) or designee shall give staff support to the Board of Directors and to the Executive Committee. He or she is the only staff person who has line responsibility to the Board and all committees. That authority shall be exercised only by and through the President of the Board.

## **ARTICLE IX FINANCES OF THE CORPORATION**

### **SECTION 1. FISCAL YEAR**

The fiscal year of the Corporation shall end on the last day of December of each year.

### **SECTION 2. DEPOSITORIES**

All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, savings and loan associations, trust companies and other depositories as the Board of Directors may elect.

### **SECTION 3. CONTRACTS**

The Board of Directors may authorize any officer(s) or agent(s) of the Corporation, in addition to the officers authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

### **SECTION 4. CHECKS, DRAFTS, ETC**

All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such persons and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board, such instrument shall be signed by the Executive Director or any officer of the Board. Two signatures are required for checks in the amount of \$5,000.00 or greater.

### **SECTION 5. INVESTMENT**

Any funds of the Corporation which are not needed currently for the activities of the Corporation may, at the discretion of the Board of Directors, be invested in such investments as are permitted by law.

### **SECTION 6. BONDING**

The Board of Directors may require the Treasurer and any other officer or employee of the

Corporation to give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

#### SECTION 7. ANNUAL AUDIT

The accounts of the Corporation shall be audited each year by an independent certified public accountant who is not an officer, Board member or employee of the Corporation. The Board shall annually retain or renew the retention of the independent auditor to conduct the audit, and upon completion thereof, review the results of the audit and any related management letter with the independent auditor

In addition, the Board shall:

1. Review with the independent auditor the scope and planning of the audit prior to commencement;
2. Upon completion of the audit, review and discuss with the independent auditor (A) any material risks or weaknesses in internal controls identified by the independent auditor, (B) any restrictions on the scope of the auditor's activities or access to requested information, (C) any significant disagreements between the independent auditor with management, and (D) the adequacy of the Corporation's accounting and financial reporting processes; and,
3. Annually consider the performance and independence of the independent auditor.

### **ARTICLE X**

#### **POLITICAL ACTIVITY**

##### SECTION 1. POLITICAL ACTIVITY

The Corporation shall not in any way use corporate funds in the furtherance of, or engage in, any political activity for or against any candidate for public office. Furthermore, no portion of its funds shall be used for lobbying or in any way attempting to influence legislation. However, this bylaw shall not be construed to limit the right of any official of the Corporation to appear before any legislative committee, at his or her own expense, to testify about matters involving the Corporation.

### **ARTICLE XI**

#### **HARASSMENT**

Harassment of any kind is not productive and will not be tolerated by this Corporation. Any individual bound by these bylaws who is subject to verbally abusive language relating to race, ethnicity, national origin, gender, religion, veteran status, marital status, age, disability or sexual orientation, or who experiences inappropriate physical touching or suggestive language is encouraged to report it immediately to the Chair. Any individual bound by these bylaws who is aware of such verbally or physically abusive conditions should report such activity immediately.

The general policy will be reflected in the personnel procedures and program procedures promulgated by the Corporation to cover its staff as appropriate. However, nothing in this Article will bind the staff of the Corporation, who will instead be covered by the procedures contained in their personnel policies and program procedures.

## **ARTICLE XII**

### **INDEMNIFICATION & INSURANCE**

#### **SECTION 1. AUTHORIZED INDEMNIFICATION**

Unless clearly prohibited by law or these bylaws, the Corporation shall indemnify any person (an “Indemnified Person”) made or threatened to be made a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by the Corporation, by reason of the fact that s/he (or her/his Testator or Administrator, if then deceased), whether before or after adoption of this Article: (a) is or was a Director or Officer of the Corporation, or; (b) is serving or served, in any capacity, at the request of the Corporation, as a Director or Officer of any other corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Corporation shall have consented to such settlement) and reasonable expenses including attorneys’ fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding.

#### **SECTION 2. PROHIBITED INDEMNIFICATION**

The Corporation shall not indemnify any person if a judgment, or other final adjudication, adverse to any Indemnified Person establishes, or the Board of Directors in good faith determines, that such person’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that s/he personally garnered any financial profit or other advantage to which s/he was not legally entitled.

#### **SECTION 3. ADVANCEMENT OF EXPENSES**

The Corporation shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Corporation, pay or promptly reimburse an Indemnified Person’s reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Corporation, with interest, for any amount advanced for which it is ultimately determined that s/he is not entitled to be indemnified under the law or these bylaws. An Indemnified Person shall cooperate in good faith with any request by the Corporation that common legal counsel be used by the parties to such action or proceeding who are similarly situated unless it would be inappropriate to do so because of actual or potential conflicts between the interests of the parties.

#### SECTION 4. INDEMNIFICATION OF OTHERS

Unless clearly prohibited by law or these bylaws, the Board of Directors may approve indemnification by the Corporation, as set forth in Section 1 of this Article, or advancement of expenses as set forth in Section 3 of this Article, to a person (or her/his Testator or Administrator, if then deceased) who is or was employed by the Corporation or who is or was a volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

#### SECTION 5. DETERMINATION OF INDEMNIFICATION

Indemnification mandated by a final order of a court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court, the Board of Directors shall, upon written request by an Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these bylaws. Before indemnification can occur, the Board of Directors must expressly find that such indemnification will not violate the provisions of Section 2 of this Article. No Director with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Directors is not obtainable, the Board of Directors shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these bylaws.

#### SECTION 6. BINDING EFFECT

Any person entitled to indemnification under these bylaws has a legally enforceable right to indemnification that cannot be abridged by amendment of these bylaws with respect to any event, action or omission occurring prior to the date of such amendment.

#### SECTION 7. INSURANCE

The Corporation shall purchase Directors and Officers (“D & O”) liability insurance. To the extent permitted by law, such insurance shall insure the Corporation for any obligation it incurs as a result of this Article, or operation of law, and it may insure directly the Directors, Officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article, as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

#### SECTION 8. NONEXCLUSIVE RIGHTS

The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board of Directors is authorized to enter into agreements on behalf of the Corporation with any Director Officer, employee or volunteer to provide them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article, subject in all cases to the limitations of

Section 2 of this Article.

**Article XIII  
CONSTRUCTION**

If there is any conflict between the provisions of the certificate of incorporation and the bylaws, provisions of the certificate of incorporation shall govern.

**ARTICLE XIV  
DISSOLUTION**

This organization may be dissolved by a two-thirds vote of the Entire Board.

Upon dissolution of the organization, any residual assets shall be donated to a not-for-profit organization(s) with similar purposes of this organization, as approved by either a justice of the New York Supreme Court or the Attorney-General of the State of New York.

**Approved by Board of Directors 9/15/99**

Revised 3/1/00 & 6/1/00

Revised 12/01 adopted 2/02

Revised June 10, 2002/ adopted 10/02/2002

Revised Feb 2, 2004/ adopted June 4, 2004

Revised March 2005/ adopted April 20, 2005

Revised April 2006/Attorney review/ adopted April 2006

Revised and adopted December 3, 2008

Revised and adopted/ Attorney reviewed August 7, 2013

Revised and adopted December 4, 2013

Revised and adopted August 6, 2014

Revised and adopted December 3, 2014

Revised and adopted June 1, 2016

Revised and adopted April 11, 2018



## **COLUMBIA COUNTY COMMUNITY HEALTHCARE CONSORTIUM, INC. WHISTLEBLOWER POLICY**

### **Introduction**

The Columbia County Community Healthcare Consortium, Inc. (the “Organization”) requires its directors, officers, key persons, employees and volunteers, as well as all persons who provide the Organization with contracted services (each, a “Protected Person”), to observe the highest standards of business and personal ethics in the performance of their duties on the Organization’s behalf. As employees and representatives of the Organization, Protected Persons are expected to practice honesty and integrity in fulfilling their responsibilities and are required to comply with all applicable laws and regulations. As required, Protected Persons shall also include former employees.

The objectives of this Whistleblower Policy are to encourage and enable Protected Persons, without fear of intimidation, harassment, discrimination or other retaliation or, in the case of employees, adverse employment consequences, to raise concerns regarding suspected unethical and/or illegal conduct or practices, or conduct that violates adopted policies of the Organization, on a confidential and, if desired, anonymous basis so that the Organization can address and correct inappropriate conduct and actions. This includes reporting or disclosure of violation of (i) any duly enacted federal, state or local statute or ordinance or executive order; (ii) any rule or regulation promulgated pursuant to such statute or ordinance or executive order; or (iii) any judicial or administrative decision, ruling or order.

This policy is not intended as a vehicle for employees to report violations of the Organization’s applicable human resources policies, problems with co-workers or managers, or alleged employment discrimination or sexual or any other form of unlawful harassment, except in the case where it applies to the Whistleblower Policy. Such matters should be reported and addressed in accordance with the Organization’s Personnel Policies and Procedures.

### **Reporting Responsibility**

It is the responsibility of all Protected Persons to report in good faith any concerns they reasonably believe to be illegal or in violation of the Organization’s policies with respect to, without limitation, fraud, theft, embezzlement, accounting or auditing irregularities, bribery, kickbacks, and misuse of the Organization’s assets, as well as any violations or suspected violations of high business and personal ethical standards, as such standards relate to the Organization (each, a “Concern”), in accordance with this Whistleblower Policy. In addition, Protected Persons may report claims they reasonably believe to pose a substantial and specific danger to public health or safety. Complaints can include retaliation for allegations of a violation of any law or executive order, including violations of non-discrimination laws. Protected Persons may report Concerns to the person and in the manner described in this Policy. However, claims can be made without bringing the matter to the employer’s attention. The employee will not have an obligation to disclose and allow the employer to address the issue when (1) there is an imminent and serious

danger to public health and safety; (2) the employee reasonably believes that the result of disclosure would be destruction of evidence or concealment of activity; (3) there is a reasonable expectation of activity that could lead to endangering the welfare of a minor; (4) the employee reasonably believes disclosing would result in physical harm to the employee or another person; or (5) the employee reasonably believes a supervisor is already aware and will not correct the problem.

### **No Retaliation**

No Protected Person who in good faith reports a Concern shall suffer intimidation, harassment, retaliation, discrimination or adverse employment consequence because of such report. Retaliatory actions include actual or threatened adverse employment actions, actual or threatened actions that would adversely impact an employee's or former employee's current or future employment, and contacting or threatening to contact immigration or other authorities to report the actual or suspected immigration status of an employee or employee's family or household member. Any employee of the Organization who retaliates against someone who has reported a Concern in good faith is subject to discipline up to and including termination of employment. Notwithstanding anything contained herein to the contrary, this Whistleblower Policy is not an employment contract and does not modify the employment relationship between the Organization and its employees, nor does it change the fact that employees of the Organization are employees at will. Nothing contained herein is intended to provide any Protected Person with any additional rights or causes of action, other than those provided by law.

### **Corporate Compliance Officer**

The Corporate Compliance Officer is responsible for investigating and resolving all reported Concerns and shall advise the Corporate Compliance Committee and, if she deems it appropriate, the Executive Director or the President, of all reported Concerns. The Corporate Compliance Officer shall report to the Corporate Compliance Committee on compliance activity at each regularly scheduled meeting of the Committee.

The Corporate Compliance Officer and her contact information is identified in Attachment 1. *Options for Reporting Corporate Compliance Concerns.*

### **Reporting Concerns**

Any Concerns should be reported as soon as shall be practicable to the Corporate Compliance Officer. Any questions with regard to the scope, interpretation or operation of this Whistleblower Policy should also be directed to the Corporate Compliance Officer.

In the event a report Concerns the Corporate Compliance Officer herself, Concerns may be addressed to the Chair of the Corporate Compliance Committee of the Board of Directors.

Contact information for the Corporate Compliance Officer is included in Attachment 1. *Options for Reporting Corporate Compliance Concerns.* Additionally, Attachment 1

contains information regarding the Corporate Compliance Hotline, the Corporate Compliance Notification Box, and the Chair of the Corporate Compliance Committee.

### **Investigations**

The Corporate Compliance Officer may delegate the responsibility to investigate a The Corporate Compliance Officer may delegate the responsibility to investigate a reported Concern to one or more employees of the Organization or to any other individual, including persons not employed by the Organization, selected by the Corporate Compliance Officer; provided that the Corporate Compliance Officer may not delegate such responsibility to an employee or other individual who is the subject of the reported Concern or in a manner that would compromise either the identity of an employee who reported the Concern anonymously or the confidentiality of the complaint or resulting investigation. Notwithstanding anything herein to the contrary, the scope, manner and parameters of any investigation of a reported Concern shall be determined by the Corporate Compliance Officer and the Organization and its employees shall cooperate as necessary in connection with any such investigation.

### **Acting in Good Faith**

Anyone reporting a Concern must act in good faith and have reasonable grounds for believing that the information disclosed may indicate a violation of law and/or ethical standards. Any allegations that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

### **Confidentiality**

The Organization takes seriously its responsibility to enforce this Whistleblower Policy and therefore encourages any person reporting a Concern to identify him or herself so as to facilitate any resulting investigation. Notwithstanding the foregoing, in reporting a Concern, a Protected Person may request that such report be treated in a confidential manner (including that the Organization take reasonable steps to ensure that the identity of the reporting person remains anonymous). Concerns may also be reported on an anonymous basis. Reports of Concerns will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

### **Handling of Reported Concerns**

The Corporate Compliance Officer will acknowledge receipt of each reported Concern within five business days, but only to the extent the reporting person's identity is disclosed or a return address is provided. All reports will be promptly investigated; the scope of any such investigation will be at the discretion of the Corporate Compliance Officer, and appropriate corrective action will be taken if warranted by the investigation.

### **Records**

The Corporate Compliance Officer will retain on a strictly confidential basis for a period of seven years (or otherwise as required under the Organization's record retention

policies in effect from time to time) all records relating to any reported Concern and to the investigation and resolution thereof. All such records are confidential to the Organization and such records will be considered privileged and confidential.

### **Distribution**

The Organization shall distribute a copy of this Whistleblower Policy to all Protected Persons. It will also be conspicuously posted on the Employee Notification Board, which is easily accessible, well-lit and frequented by employees.

A copy will be provided to all applicants via the agency website.

Policy adopted by the Organization's Board of Directors at its meeting on August 6, 2014.

Policy amended by the Organization's Board of Directors at its meeting on February 2, 2022.

## **Attachment 1. Options for Reporting Corporate Compliance Concerns**

### **1. Corporate Compliance Officer:**

Lisa Thomas  
325 Columbia Street, Suite 200  
Hudson, NY 12534  
(518) 822-8820 Ext. 307  
lisa@columbiahealthnet.org

### **2. Corporate Compliance Hotline:**

(518) 822-8820 Option 5

Only the Corporate Compliance Officer has access to this extension and monitors it regularly. Appropriate action to all calls will be taken.

### **3. Corporate Compliance Notification Box:**

Confidential and/or anonymous reports of corporate compliance concerns may be inserted in a lockbox, which is labeled "Corporate Compliance Notification" and is situated adjacent to the Employee Notification Boards.

### **4. Chair of the Corporate Compliance Committee of the Board:**

Art Proper  
artproper@gmail.com  
(518) 758-2156

## **COLUMBIA COUNTY COMMUNITY HEALTHCARE CONSORTIUM, INC. CONFLICT OF INTEREST POLICY**

### **A. Purpose**

This conflict of interest policy is designed to foster public confidence in the integrity of the Columbia County Community Healthcare Consortium, Inc. (“the Organization”) and to protect its interests when it is contemplating entering a transaction or arrangement that might benefit a director, officer, key employee or other related party. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **B. Definitions**

#### **1. Key Employee**

Any employee of the Organization who is in a position to exercise substantial influence over its affairs is a *Key Employee*.

#### **2. Related Party**

A *Related Party* means (i) any Director, Officer or Key Employee of the Organization or any affiliate of the Organization; (ii) any relative of any persons described in (i) above; or (iii) any entity in which a person described in (i) or (ii) has a 35 percent or more ownership or beneficial interest (or in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5 percent).

#### **3. Relative**

A *Relative* of an individual means his or her (i) spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; or (ii) domestic partner as defined in section twenty-nine hundred ninety-four-a of the public health law.”

#### **4. Financial Interest**

A person has a *Financial Interest* if he/she may benefit financially from a decision he/she could make in his/her capacity as a related party, including indirect benefits to family members or businesses with which the person is closely associated. This includes:

a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement

--or--

b. A compensation\* arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement

--or--

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement

\*Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A conflict of interest exists with respect to a person who has a Financial Interest in a particular transaction or arrangement only if the Board of Directors determines that a conflict of interest exists.

5. Interested Person

A person with a financial interest in a transaction is an *Interested Person*.

6. Related Party Transaction

Any transaction, agreement or arrangement with which a Related Party has a Financial Interest, and in which the Organization or any affiliate of the Organization is a participant, is a *Related Party Transaction*.

7. Conflict of interest

A *Conflict of Interest* is present when, in the judgment of the Board of Directors, an Interested Person's stake in a transaction is such that it reduces the likelihood that his/her influence can be exercised impartially in the best interests of the Organization.

**C. Board Service and Employment**

Any member of the Board of Directors is ineligible for employment for any position except that of Executive Director for a period of one (1) year following the end of his or her service on the Board.

**D. Procedures pertaining to conflicts**

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an Interested Person must, upon learning of the proposed transaction, promptly disclose the existence of his/her Financial Interest in the transaction to the Chair of the Corporate Compliance Committee or the President.

2. Determining Whether a Conflict of Interest Exists

With regard to a related party transaction, the Corporate Compliance Committee shall determine if a Conflict of Interest exists. The Interested Person shall provide such information to the Committee as the Committee reasonably requests regarding the Interested Person's Financial Interest in a transaction, but shall not be present during the Committee's discussion or determination of whether a Conflict of Interest exists.

3. Procedures for Addressing a Conflict of Interest

The Board shall follow the procedures set forth below in order to decide what measures are needed to protect the Organization's interests in light of the nature and seriousness of the conflict, to decide whether to enter into the transaction and, if so, to ensure that the terms of the transaction are appropriate.

a. An Interested Person may make a presentation at the governing board or

committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### 4. Violations

- a. If the governing board or committee has reasonable cause to believe that a Director has failed to disclose actual or possible conflicts of interest, it shall inform the Director of the basis for this belief and afford the Director an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the Director's response and making further investigation as warranted by the circumstances, the Board determines that the Director has failed to disclose an actual or possible conflict of interest, the Board shall take appropriate disciplinary and corrective action.

### **E. Procedures for Related Party Transactions**

Neither the Board nor any committee of the Board shall approve any Related Party Transaction unless it determines that the Related Party Transaction is fair, reasonable and in the Organization's best interest.

- a. Prior to entering into a Related Party Transaction the Board or any committee of the Board must consider alternatives to the Related Party Transaction to the extent feasible.
- b. The Board or committee considering the Related Party Transaction must approve the transaction by not less than a majority vote of the directors present at the meeting considering the transaction.
- c. The Board or committee considering the Related Party Transaction must contemporaneously document the basis for the Board's or committee.

### **F. Records of Proceedings**

The minutes of the Board and all committees with board delegated powers shall



contain:

- a. the name of the Related Party who disclosed or was otherwise determined to have a Financial Interest in a transaction;
- b. the nature of the Financial Interest and whether it was determined to constitute a Conflict of Interest or a Related Party Transaction;
- c. any alternative transactions considered;
- d. the members of the Board or committee who were present during the deliberations on the transaction, those who voted on it, and to what extent interested persons were excluded from the deliberations;
- e. any comparability data or other information obtained and relied upon by the Board or committee and how the information was obtained; and,
- f. the result of the vote, including, if applicable, the terms of the transaction that was approved and the date it was approved.

## **G. Compensation**

- a. A Director who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that Director's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **H. Annual Disclosure and Compliance Statements**

Upon the initial election of a Director and annually thereafter, each Director shall provide a written statement disclosing, to the best of the Director's knowledge, any entity in which such Director is an officer, director, trustee, member, owner (including as a partner or sole proprietor) or employee and with which the Organization has a relationship and in which such Director may have a Conflict of Interest. Such disclosures shall be reviewed by the Corporate Compliance Committee.

Each Director, Officer, and Key Employee of the Organization shall annually sign a statement which affirms such person:

- a. Has received a copy of this conflict of interest policy
- b. Has read and understood the policy
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

## **I. Periodic Reviews**

To ensure that the Organization operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted by the Corporate Compliance Committee. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnership, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods or services, further charitable purposes, and do not result in impermissible private benefit, or in an excess benefit transaction.