



Policies Manual

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ORGANIZATION

The purpose of the workplace policies and procedures manual is to establish boundaries and guidelines for appropriate behavior at Nye Communities Coalition. Nye Communities Coalitions' policies and procedures serve the purpose of communicating with employees the organization's rules and expected behavior of employees while on the job and how to adequately adhere to these regulations.

DESCRIPTION

NyE Communities Coalition is a 501 (C)(3) non-profit operating in the counties of Nye, Esmeralda, and Lincoln counties in Nevada.

VISION

Growing H O P E – Healthy Organizations, People and Environment.

PURPOSE

To join organizations, agencies and individuals in a coordinated and cooperative effort for the provision of services and opportunities in the Nye, Esmeralda, and Lincoln counties.

STRUCTURE

Organizations, personnel, fiscal operations, grant management, additional requirements and appendix.

PERSONNEL

DEFINITIONS

As used in these personnel policies and procedures, the words and terms defined have the meanings respectively ascribed to them in all sections.

Appointing Authority	The chair of NyE Communities Coalition or another member of the Coalition designated by the Chair.
Anniversary Date	One year from the date of hire, rehire, or most recent promotion or demotion.
Dependent	A member of the employee's immediate family, including a child for whom the employee is a legal guardian.
Employer	Refers to NyE Communities Coalition and should not be construed to mean the appointing authority.
Employee	Any person employed by NyE Communities Coalition whose compensation is provided by the Coalition, including full-time (32+ hours per week) individuals or part-time individuals that are not deemed temporary or contract employees.
Part-Time Employee	An employee who works less than forty (40) hours per week. Part-time employees may be considered "Temporary Employees or Employees" based upon their position.
Temporary Employee	An employee who is appointed to a position funded as a temporary or part-time status specific to a project.
Contract Employee	Any individual compensated by NyE Communities Coalition through a legally binding, written agreement. These contractors/consultants are not considered employees and are not eligible for benefits offered by the agency.
Volunteer	Any individual who offers his/her services to NyE Communities Coalition of their own free will without compensation.
Flex Time	Time worked in excess of a normal week that is to be taken off within the current pay period. The preference is to shift

	work hours in their entirety to establish different start/stop times within the workday to avoid working in excess of their assigned hours for the pay period.
Overtime	Will not occur due to grant funding requirements.
Grievance	A dispute by one or more employees concerning the interpretation, application, or claimed violation of an expressed provision of these Personnel Policies and Procedures.
Date of Hire	The date of original employment by NyE Communities Coalition.
Layoff	The separation of an employee from employment with the Coalition when, in the judgement of the Board of Directors, it becomes necessary due to lack of funds/work.
Nepotism	May involve the employment of a relative of the Coalition, Board of Directors, or employee within the third degree of consanguinity or affinity.
Termination from Employment	Includes resignation by the employee, layoff or discharge from employment by NyE Communities Coalition.
Compensatory Time	Includes time for which an employee will be compensated including sick time, annual leave, and flex time.

1.0 – POLICY REFERENCE

These Policies are authorized and established for the purpose of defining and regulating the conditions and methods of employment and the relationships and responsibilities of all NyE Communities Coalition employees. To handle situations not covered by written policies the Chief Executive Officer may take action in order to advise the Board of Directors as to the appropriate resolution.

2.0 – AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY

NyE Communities Coalition is committed to ensuring equal opportunity and participation to all of its employees, candidates for employment and volunteers consistent with federal, state and local laws.

NyE Communities Coalition will take affirmative action to ensure that each employee, applicant or volunteer will be accorded equal treatment with respect to all terms, conditions and privileges of employment and services received, including recruitment, selection and advancement regardless of race, color, sex (including gender identity, sexual orientation, and pregnancy), national origin, age, disability, political/religious affiliation or belief.

3.0 – ANTI-HARASSMENT

NyE Communities Coalition strives to create and maintain a work environment where all employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered intimidating, hostile, or offensive to a reasonable person. No employee, either male or female, should be subject to any form of harassment based on race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age, disability or genetic information.

- Harassment includes, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.
- Harassment also includes sexual advances, requests for sexual favours, and other verbal, graphic, or physical conduct of a sexual nature.

4.0 – RIGHT TO DENY SERVICES

NyE Communities Coalition reserves the right to deny services to anyone who displays threatening behavior or who behaves in a manner that goes against the Coalition goals, mission, and vision.

5.0 – DRUGS

NyE Communities Coalition is committed to protecting the safety, health, and well-being of all employees, volunteers, and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- NyE Communities Coalition encourages employees to voluntarily seek help with drug and alcohol problems.

Any individual who conducts business for the Coalition, is applying for a position, or is conducting business on the Coalition property is covered by the drug-free workplace policy. The policy includes, but is not limited to, Board of Directors, Chief Executive Officer, Leadership Team members, managers, supervisors, full-time employees, part-time employees and off-site employees.

The drug-free policy is intended to apply whenever anyone is representing or conducting business for NyE Communities Coalition. Therefore, this policy applies during all working hours, whenever conducting business or representing the Coalition, on Coalition property and at company-sponsored events.

6.0 – ANIMALS IN THE WORKPLACE

To ensure the safety, comfort, and productivity of employees, volunteers, guests, etc., animals are not permitted in any area within the Coalition facilities, including grounds and parking lots, unless approved by the Chief Executive Officer.

In order to accommodate individuals with disabilities, service animals are expressly permitted in all areas of the workplace in accordance to the Americans with Disabilities Act (ADA).

7.0 – EMPLOYMENT

This policy was established to detail general information regarding the rules and regulations that prospective new employees will be expected to adhere to as well as the procedures that NyECC will follow regarding new employment positions.

8.0 – MOONLIGHTING

NyE Communities Coalition recognizes the need for secondary employment by some employees. Employees of NyECC are permitted to engage in secondary employment, subject to the following rules and restrictions.

- Secondary employment is only allowed if the employee can continue to perform his/her normal work requirements within the scheduled work week and approved by the Chief Executive Officer.
- Work projects and schedules will not be altered for secondary employment.
- No employee shall accept any employment that conflicts with NyE Communities Coalition goals and mission.
- Failure to receive written consent for outside employment that may conflict with Coalition goals and mission may result in disciplinary action, up to and including termination.

9.0 – SAFETY

NyE Communities Coalition will regard the safety and health of each employee and volunteer with primary importance. Prevention of occupationally-induced injuries and illnesses is of such consequence that it will be given precedence over productivity, whenever necessary. To the greatest degree possible, the Coalition will provide necessary equipment, procedures and training required for personal safety and health.

10.0 – DRESS CODE

NyE Communities Coalition maintains a dress code policy to reinforce a professional image of the company while at work, especially when engaging with clients, businesses, and other organizations. The appearance of employees is a reflection of the organization and NyECC aims to portray a positive and professional image. NyE Communities Coalition dress code is broken down by department in NyECC's Procedures Manual. Dress may be subject to change due to daily activities. It is the responsibility of employee/volunteer to dress appropriately and to standard on a day to day basis..

11.0 – RECRUITMENT AND HIRING

This policy aims to review and provide guidance on the various phases of NyE Communities Coalition's recruitment and hiring process with reference to who is responsible for certain responsibilities of the hiring process.

NyE Communities Coalition will take affirmative action to ensure that each employee, applicant or volunteer will be accorded equal treatment with respect to all terms, conditions and privileges of employment and services received including recruitment, selection and advancement regardless of race, color, sex (including gender identity, sexual orientation, and pregnancy), national origin, age, disability, political/religious affiliation or belief.

12.0 – BACKGROUND CHECK

Background and Criminal History checks are required for all NyE Communities Coalition new hires, current employees, volunteers in sensitive positions, and independent contractors in sensitive positions. In addition, for certain sensitive positions a National Sex Offender check will also be required. Sensitive positions are those designated based on potential for harm to children and youth, other vulnerable populations, concerns for safety and security of individuals or when there is heightened risk of financial loss to NyECC.

NyECC shall ensure that all checks conducted are in compliance with applicable state and federal statutes, and that the confidentiality of all information received is maintained to the extent permitted by law. The types of checks to be conducted are set forth in this policy and are based on the nature of the position. Background checks required for all positions include employment verification, education verification, reference checks, and criminal records checks. If job related, additional checks, including motor vehicle records/licensing checks, sex offender registry checks, and/or professional licensing/credential verification, may be initiated as part of the selection process. Job postings for positions that require background checks shall specifically state the requirement.

13.0 – PROFESSIONAL DEVELOPMENT

NyE Communities Coalition encourages employees/volunteers to continuously expand his/her professional development. Maintaining and improving knowledge and skills help to improve both the individual and the Coalition. Continuing education helps to maintain professional knowledge and competency, continues grant compliancy, and maintains proper licensing.

14.0 – PERSONNEL RECORDS

NyE Communities Coalition requires that an individual personnel record be kept on each employee by the Chief Executive Officer. The personnel records shall contain the employment history of each employee including:

- Employment application
- Signed Drug-Free Workplace Agreement
- Confidentiality Agreement
- Emergency Contact
- Signed Media Release Form
- Signed Code of Ethics
- Signed Nevada Workplace Safety
- Civil Applicant Waiver/Employee Eligibility Verification
- Direct deposit information (if applicable)
- W-4 (if applicable)
- Resume
- Attendance records
- Job description/expectations
- Evaluations
- Other pertinent information, including both positive and negative comments made by Chief Executive Officer, Board of Directors, co-workers, Coalition members, and community
- Reason for Separation with NyE Communities Coalition (if applicable)

15.0 – EMPLOYEE PERFORMANCE EVALUATION

The purpose of this policy is to provide the guidelines and process that must be taken in order to evaluate work performance of all NyE Communities Coalition employees. An employee performance evaluation provides NyECC the opportunity to assist NYECC employees in professional development and in efficiently achieving the organization's goals.

16.0 – DISCIPLINARY AND CORRECTIVE ACTION

NyE Communities Coalition has adopted a disciplinary and corrective action policy to identify and address personnel issues. This policy applies to any and all employee conduct that violates the rules, regulations, and goals of NyECC. This policy is designed to maintain a structured and ethical work environment in which undesirable personnel behavior and performance issues are improved and prevented.

The Chief Executive Officer shall advise the Board of Directors regarding actions on all major personnel issues.

17.0 – GRIEVANCE

This policy strives to provide NyE Communities Coalition personnel with a clearly outlined grievance process in which they can voice their complaints and concerns in a constructive manner to solve and/or avoid conflict in the workforce. A grievance is a dispute by one or more employees concerning the interpretation, application, or claimed violation of an expressed provision of these Policies and Procedures. A grievance may relate to any condition arising out of the Coalition/employee relationship including, but not limited to, compensation, working hours, Affirmative Action, harassment, interpretation of policies, or a disagreement.

18.0 – COMPENSATION

NyE Communities Coalition is committed to providing employees with salaries that are in agreement with their skillsets, work performance, cost of living, availability of funds, and in accordance to applicable federal and state laws. This policy aims to provide guidelines for the Coalition's compensation plan and the factors considered when establishing salaries for NyECC personnel.

19.0 – BENEFITS

All employees and volunteers are covered by Workman's Compensation Insurance and/or other similar insurance for accidents sustained while in the performance of their duties on or off the premises of the Coalition.

20.0 – ATTENDANCE

NyE Communities Coalition supports the importance of professionalism and personal responsibility. The attendance policy serves to highlight the importance of employees demonstrating regular attendance and punctuality to work each day that employees are scheduled to report to work. Absences and tardiness can cause disruptions in the workforce and this policy serves to limit such disruptions and keep the NyECC operating efficiently.

21.0 – AWAY FROM OFFICE

NyE Communities Coalition is committed to efficiently meeting the needs of the community. This policy aims to provide a clear process in which NyECC can continue to meet the needs of community members when NyECC employees are out of the office for extended periods of time.

22.0 – HOLIDAYS AND LEAVES

The following recognized holidays shall be observed with pay for full-time employees:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Family Day
- Christmas Day

Annual leave will accrue during the first six months of continuous employment, but employees will not be eligible for this benefit and it may not be taken until after the initial six (6) month period. Temporary and contractual employees are not eligible for annual leave. On the first day of the pay period following the completion of six (6) continuous months of employment, each full-time employee (or commiserate hours for part-time employees) shall be entitled to annual leave credit as follows (this does not include temporary or contractual employees):

- Less than five (5) years of continuous employment, eight (8) hours per month or ninety-six (96) hours per year
- More than five (5) years of continuous employment, twelve (12) hours per month, or one-hundred and forty-four (144) hours per year

23.0 – OVERTIME/FLEXTIME

No overtime shall be allowed without the prior written approval of the Chief Executive Officer. Flextime will be allowed with approval from supervisors and only when events and activities that have occurred out of regularly scheduled work hours are preapproved as necessary events.

24.0 – PART-TIME AND TEMPORARY EMPLOYEES

Temporary employees are not entitled to the benefits awarded to regular employees. Employees are not eligible for compensatory time ("Definitions"), unless required for training or continuing education relevant to his/her current position with the agency. Such time must be requested in writing by the employee and approved by the Chief Executive Officer prior to taking such time.

Temporary employees are not eligible for annual or sick accrual or leave.

25.0 – CONTRACTORS

NyE Communities Coalition may utilize contractors to fulfill the scope of work of the Coalition. Contractors will be utilized when it is in the best interest of NyE Communities Coalition to retain such services. Contractors shall be used to accomplish a specific body of work. Contractors will normally be retained for a set number of hours per week for routine tasks. This may include specific tasks or activities that are not within the skill range or within the ability of the Coalition staff to complete.

26.0 – DUTIES OF COALITION CHIEF EXECUTIVE OFFICER

Salary Range: \$60,000-\$85,000

Reports To: NyE Communities Coalition's Board of Directors

Minimum Requirements:

Bachelor's Degree or higher education required. Experience in management is a must. Staffing and strategic planning skills are important. Grant proposal writing and grant administration experience required. Budget planning and budget oversight is critical. Understanding of basic accounting principles and ability to work with accounting staff is required. Keen people skills are essential and the ability to perform as a public relations representative of Coalition is required.

Job Duties:

- Management of day-to-day operations of NyE Communities Coalition: The Chief Executive Officer will manage the overall day-to-day operations of the Coalition, including; accounts receivable and payable, budgets and budget planning, staffing and programming scheduling, insurance and business licensure, general oversight of the Coalition's assets, and all other general business functions of the organization. Local contributions, audits, etc., fall under the management of the Chief Executive Officer.
- Grant procurement and administration: NyE Communities Coalition operates primarily by grant funding. The Chief Executive Officer will submit annual grant proposals to current grant sources, research new funding sources and pursue them for the Coalition, administer the current grants, and make reports to the grantors concerning money, program progress reports, surveys, and other informational reports required.
- Manage the staff and volunteers of NyE Communities Coalition: The Chief Executive Officer is responsible for all staffing plans, hiring and termination of employees, staff direction and staff training. The Chief Executive Officer will put in place a team of employees and volunteers and some of the duties may be delegated to staff; however, the Chief Executive Officer has the final responsibility for the success/failure of the staffing plans.
- Liaison between the Board of Directors of NyE Communities Coalition and the staff, volunteer and public which the Coalition serves: The Chief Executive Officer will attend all board meetings, prepare and issue board packets prior to each board meeting, will keep the Board updated on all facts pertaining to legal and fiscal positions of the Coalition and will carry out policy and procedures set by the Coalition. The Chief Executive Officer will also recommend to the Board actions to keep the Coalition moving toward its mission and goals.
- Maintain and create state and community partnerships: The Chief Executive Officer will maintain partnerships with state and local organizations which impact the work of NyE Communities Coalition. Whenever feasible, the Chief Executive Officer is encouraged to participate in task forces and in management of other service organizations whose presence in the service area of NyE Communities Coalition is important, and in line with the philosophy and mission of NyE Communities Coalition. The Chief Executive Officer shall be responsible for forming new alliances, which will be in the best interest of all parties concerned. Coalition building is an important component to the Chief Executive Officer's duties.
- The Chief Executive Officer will have the responsibility for public relations of NyE Communities Coalition: This includes overseeing press and representing the Coalition to the public. The Chief Executive Officer will delegate certain responsibilities to other staff for public appearances and other public relations when this is in the best interest of the Coalition.

27.0 – TRAVEL AND PER DIEM

All travel requests must be submitted in writing to the Chief Executive Officer/designee prior to travel occurring for approved travel form with estimated amounts. The Chief Executive Officer/designee may deny or approve the travel request and shall have the authority to grant travel advances for expenses such as transportation costs, per diem, and conference registration.

28.0 – TRAVEL ADVANCE

Travel advances are used to support the needs of the staff and/or volunteers who are required to travel on behalf of NyE Communities Coalition. Travel advances are for travel that is for an extended period of time or for numerous shorter periods of time within a consecutive thirty (30) day period.

29.0 – DRIVING AND TRAFFIC VIOLATIONS

NyE Communities Coalition deeply values the safety and well-being of all employees. Due to the risk of motor vehicle accidents resulting from traffic congestion, unsafe driving habits, road conditions and distraction, NyECC has instituted driving regulations. This policy applies to all employees who operate a motor vehicle on company business and/or company time, whether operating a company vehicle or personal vehicle.

Please note that operating a company vehicle is a privilege and a big responsibility and not a right. Drivers are responsible for operating the company vehicle according to all state and federal laws as well as any policies and guidelines developed by NyE Communities Coalition. Violation of these laws and/or policies will result in the removal of driving privileges.

30.0 – TIME KEEPING

All staff track actual time to projects and submit their time sheets to NyECC payroll / fiscal staff. Twice monthly, NyECC fiscal staff enters all staff time into an excel document, noting each funding source. This calculates to a percentage of total hours worked that is attributable to each funding source for the month.

31.0 – SEPARATIONS

An employee may resign by notifying the Chief Executive Officer in writing of the reason thereof and the effective date. Failure to give at least two weeks' notice constitutes cause for denial of future employment with NyE Communities Coalition. The Chief Executive Officer shall report the resignation to the Board of Directors, as necessary. The written resignation of the employee shall be placed in his/her personnel file.

32.0 – DONATIONS AND CONTRIBUTIONS

Any product (whole or part) purchased, created, rented, leased or borrowed by NyE Communities Coalition will be treated as property of the Coalition and will remain with NyE Communities Coalition. NyECC employees may NOT take any part of a product/donation or contribution for personal use. NyECC programs may not take any part of a donation or contribution for personal or professional use unless authorized by the program director and the Chief Executive Officer. Violation of this policy may be grounds for disciplinary action, which may include dismissal and may be subject to legal action.

33.0 – MEDIA

All media contacts are to go through the Chief Executive Officer. At no time is an employee allowed to talk to the media concerning any policies, procedures, programs, etc. regarding NyE Communities Coalition or its employees without prior approval from the Chief Executive Officer.

Directors are responsible for media and marketing for their divisions and projects. They are required to inform the Chief Executive Officer for scheduled and unscheduled requests for any media or marketing activities prior to the event. In the case of an unscheduled media / marketing event they will need to notify the Chief Executive Officer as soon as possible. Directors may include additional staff at their discretion and with adequate preparation.

Event marketing, public announcements, media alerts are the responsibility of the Directors of each Division / project. They are responsible for working with the communications coordinator to create press releases, media announcements, flyers and other media marketing tools.

Directors are responsible for ensuring the correctness, completeness and timeliness of community announcements and media / marketing.

The Chief Executive Officer should be notified immediately via text, email or cell phone regarding any negative publicity, perceived negative publicity, or potentially damaging information / activities.

34.0 – FACILITIES AND PROPERTY RENTAL

NyE Communities Coalition facilities have the primary purpose of supporting events and activities that promote Coalition building, prevention and wellness, and workforce development.

NyE Communities Coalition employees and Board of Director members may use the Coalition facilities for business concerning NyE Communities Coalition or community building events. Facilities are available for rent by community organizations.

35.0 – ASSETS AND INVENTORY MANAGEMENT

The Information Technology and Security Manager will maintain a database for the tracking of assets and the accounting for assets. This database will be updated on a minimum biannual basis. All purchases over \$1000 and portable electronic devices shall be tracked.

This database will include an item description, cost, purchase/received date, funding source, location, serial number, Coalition specific tag and condition of each item.

36.0 – MEDICAL EMERGENCIES

When an employee is in need of emergency medical treatment, the Chief Executive Officer/ designee will contact EMS, and take appropriate, subsequent action.

The employee's emergency contact will be notified and requested to meet the employee at the place of medical service, if possible.

An Incident Report Form will be completed and kept on file with the Chief Executive Officer. The employee must fill out the Incident Report form within twenty-four (24) hours of injury.

The Chief Executive Officer or Chief Operating Officer shall notify the appropriate funders within twenty-four (24) hours after the occurrence of an incident that may cause imminent danger to the safety of the clients, participants or staff of the program, or a visitor to the program.

First aid equipment and precautions:

- A first aid kit will be kept at the Administration office and many of the other offices.
- Latex gloves are included in the first aid kit for use by all employees to avoid contact with blood and other bodily fluids.
- Waste that contains bodily fluid should be double bagged to prevent contamination.

37.0 – NEPOTISM

Funding decisions that would result in project or fiscal oversight, management or monitoring of relatives within the third degree of relatedness, whether these relationships are by birth, in-law, step or foster: parents, children, spouse, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews or any other relative or person residing in the same household of NyE Communities Coalition Board of Directors and/or employees; will not be allowed without the approval of the Board of Directors and/or funding source.

38.0 – CONFLICT OF INTEREST

A conflict of interest may exist when a NyE Communities Coalition Board member, general Coalition member, employee, volunteer or applicant stands to receive additional, substantial, tangible benefits not available to others from a management decision-funding, employment, contractual or otherwise-by virtue of his/her position relative to that decision.

NyE Communities Coalition believes that transparency is the correct remedy to conflicts of interest. This policy is intended to provide a broad choice of actions to resolve situations in which a conflict of interest, real or apparent, exists to interested parties.

39.0 – ANTI-VIOLENCE (ZERO TOLERANCE)

NyE Communities Coalition has a zero tolerance policy regarding violence in the workplace. Employees will not engage in violent activities while performing their duties and they are also expected to conduct themselves in accordance with this policy at all times. In addition, the Coalition strictly prohibits the use of any NyE Communities Coalition facilities in the perpetration of any act of violence. Acts of violence constitute violation of this policy and will result in disciplinary action, up to, and including termination.

Violence will be defined herein as physically harming another, pushing, harassing, intimidating, coercing, brandishing weapons and threatening harm.

40.0 – HEALTHY WORKPLACE

A positive, healthy work environment contributes to an organization's success. Healthy employees are essential to achieving a productive workforce. An individual's health is influenced by many interconnected factors. Therefore, all efforts to promote employee health must take a comprehensive healthy workplace approach that addresses as many of these factors as possible.

A corporate healthy workplace culture responds to the diverse and unique needs of employees within individual departments. Participation by employees at all levels is key to a creating a successful, sustainable and healthy workplace.

41.0 – EMPLOYEE PROTECTION (WHISTLEBLOWER)

If an employee reasonably believes that a policy, practice or activity of NyE Communities Coalition is in violation of law, a written complaint must be filed by that employee with the Chief Executive Officer or the Board of Directors' President by following the grievance procedures.

It is the intent of NyE Communities Coalition to adhere to all laws and regulations that apply to the organization's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy or practice to the attention of NyE Communities Coalition and provides NyE Communities Coalition with a reasonable opportunity to investigate and correct the alleged unlawful activity.

The protection described is only available to employees that comply with this requirement. NyE Communities Coalition will not retaliate against an employee who in good faith, has made a protest or raised a complaint against such practice of the Coalition or of another individual or entity with whom NyE Communities Coalition has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or clear mandate of public policy.

NyE Communities Coalition will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy or practice of the Coalition that the employee reasonably believes is in violation of law, rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare or protection of the environment.

42.0 – DISPOSAL OF RECORDS

NyE Communities Coalition shall comply with the Fair and Accurate Credit Transactions Act, FACTA. FACTA requires employers with access to certain personal information such as social security number or other identifying information to destroy this information by shredding, incineration, or other similar means when the information is not being used any longer.

Examples include rejected resumes, inactive personnel files and other documents that contain personal identifying information.

43.0 – CONFIDENTIALITY

All organization, customer or client information shall be treated confidentially; NyE Communities Coalition staff, volunteers and partners shall treat all communications, written and verbal, confidentially. Physical documents containing personal and confidential information will be stored and disposed of accordingly (see disposal of records).

44.0 – HIPAA

HIPAA is used to ensure the privacy of confidential information of organizations, customers or clients associated with NyE Communities Coalition.

45.0 – AMERICANS WITH DISABILITIES ACT (ADA)

NyE Communities Coalition complies with all federal and state laws concerning the hiring and employment of persons with disabilities. NyECC acts in accordance with all regulations issued by the Equal Employment Opportunity Commission (EEOC). NyECC does not discriminate against individuals with disabilities.

46.0 – MAIL

Mail delivered to NyE Communities Coalition campus may pertain to Coalition business; therefore, NyE Communities Coalition shall reserve the right to open all mail that arrives to the Coalition campus.

47.0 – COMPUTER DATABASE ACCESS AND SECURITY

"Information resources" are all computers and communication devices and other technologies with access, store or transmit NyE Communities Coalition and/or client information. "Information" includes both Coalition and client information.

The Information Technology and Security Manager establishes and maintains all security controls, including password assignment.

48.0 – CELL PHONES

NyE Communities Coalition recognizes the benefits that cell phones can bring to the office while also taking into consideration the problems or disruptions that company/personal cell phones can cause in the workplace. The purpose of this policy is to establish clear guidelines for appropriate usage of cell phones while at work and prevent unnecessary distractions and accidents due to improper cell phone usage.

49.0 – SOCIAL MEDIA

NyE Communities Coalition's employees are held responsible for information contained on personal social media accounts. It is the responsibility of the employee to portray one's self in a manner that is in accordance with the goals and mission of NyE Communities Coalition.

Social media accounts that represent NyE Communities Coalition's employee in a manner that goes against the goals and mission may influence the community's view of the individual and limit the effectiveness of programs and projects. The employee may receive disciplinary action, up to and including termination.

50.0 – REMOTE WORK

NyE Communities Coalition will allow employees to engage in telework given proper permission from their supervisor and/or the CEO. This policy serves to provide clarity and guidelines for how the organization and staff will continue to operate and competently meet the needs of the community while working remotely.

51.0 – FUNDING SOURCE REQUIREMENTS

NyE Communities Coalition may adopt the policies of the funding source for brief projects, less than six (6) months in duration, while the Board of Directors develops internal policies and procedures to address and meet the funding sources requirements.

The development of policies and procedures are an integral part to the effective functioning of NyE Communities Coalition. Due care must be taken to develop policies and procedures in a timely manner.

52.0 – FISCAL RECORDS

NyE Communities Coalition financial records shall be maintained by the Chief Executive Officer/ designee.

53.0 – DEPOSITS

The Chief Executive Officer/designee shall receive all deposits and shall ensure that the deposit slip is prepared, and that the deposit at the bank is made.

The Chief Executive Officer/designee shall be responsible for submitting reimbursement requests for all NyE Communities Coalition grants.

All reimbursement requests shall be limited to the minimum amount needed to cover allowable project costs. All requests shall be on time and in accordance with the actual immediate cash requirements of carrying out the approved project. Requests shall not be made to cover future expenditures.

In the case when a funding source allows forecasts, those shall be done in accordance with those funding source regulations.

54.0 – EXPENSES

The Chief Executive Officer/designee shall be responsible for paying bills. All requests for payments will be presented with an explanation of the expense.

The Chief Executive Officer/designee will be responsible for preparing checks and obtaining required signatures.

Actual and budgeted expenditures are to be analyzed and any significant variances between actual and budgeted expenditures are to be resolved in a timely manner to ensure total costs do not exceed the budgeted amount for the grant period.

The Chief Executive Officer and designee shall review all grant budget expenditures on at least one occasion during the final quarter of that grant or the funding source fiscal year to ensure appropriate expenditure occurs.

55.0 – FUND TRANSFERS

NyE Communities Coalition maintains a checking account at a bank chosen by the Board of Directors.

The Board of Directors will determine a reasonable amount of money to be kept in the checking and savings accounts. The Chief Executive Officer will be responsible for determining if a transfer needs to be made to cover checks written out of the checking account.

56.0 – CHECKS AND SIGNING

The Chief Executive Officer and the following members of the Board of Directors may be listed as signatories at the selected bank: any Board of Directors member-as selected by the Board of Directors based off location, convenience and efficiency and the Chief Executive Officer. All checks shall require a minimum of two (2) signatures by authorized signatories after careful review of documents that support the checks presented for the signature.

All blank checks shall remain in a secure area until necessary for use.

57.0 – MONTHLY PROCEDURES

The Chief Operating Officer will record monthly transactions, analyze the accounts, prepare bank reconciliations and prepare the financial or tax reports.

The Financial Assistant will open the bank statements and make available to a member of the Board of Directors.

The Chief Operating Officer shall reconcile bank statements in a timely manner. All check numbers must be accounted for. Checks outstanding over 90 days must be periodically investigated, with payment stopped and an entry made restoring such items to cash if appropriate. Funders impacted by stopped payment will be contacted to determine appropriate process for any reclaimed funds.

A report of current financial status will be presented at least quarterly at the general Coalition meetings.

58.0 – FISCAL AUDIT

An annual fiscal audit will be conducted in accordance with federal and state guidelines. Audits will be performed in accordance with 2 CFR part 200, Subpart F for fiscal years with expenditures of Federal awards of \$750,000 or more.

Reports on these audits will be submitted to funding sources as required by their regulations; including submitting to the Federal Audit Clearinghouse by March 31st or other date as assigned by federal government. These shall be submitted electronically at <http://harvester.census.gov/fac/collect/ddeindex.html>.

59.0 – PROCUREMENT AND PROCEDURES

The Board of Directors of NyE Communities Coalition adopts the following procurement procedures when purchasing goods and services with grant money received from the Federal Government. These procedures are pursuant to 2 CFR part 200, Section 318.

NyE Communities Coalition avoids purchasing unnecessary items.

Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.

Solicitations for goods and services provide for all of the following:

- A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description must not contain features, which unduly restrict competition.
- Requirements of the bidder/offer or must fulfil all other factors used in evaluating bids or proposals.
- A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standard.
- The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
- The acceptance, to the extent practicable and economically feasible of products and services that conserve natural resources, protect the environment and are energy efficient.

The Chief Executive Officer and/or Fiscal Director must approve all purchases and disbursements; and they must be necessary to the goals of the fund source or project plan. NyE Communities Coalition will follow required procurement processes of funding streams.

60.0 – FINANCIAL STATEMENTS

Monthly financial statements will be prepared by the Fiscal Department and be provided to the Chief Executive Officer. The monthly statements will reflect reconciliation details.

61.0 – ACCOUNTING SYSTEM

NyE Communities Coalition shall use the QuickBooks for Nonprofits Accounting System.

The Chief Operating Officer shall maintain an accounting system that tracks and reports revenue and expenditures separately by funding source and/or project.

The Chief Operating Officer shall maintain a system that charts accounts separately, maintains receipts for expenditures and tracks disbursements.

The Chief Operating Officer shall maintain a systematic 'Grant Book' for each funding source/project that consists of the award, requests for reimbursements, receipts and communications with the funding source.

NyE Communities Coalition utilizes a modified accrual method of accounting. Generally, the cash method of accounting is used. The organization recognizes the revenue when the deposit is made and recognizes the expenses when the payment is made. The exception, which makes the system a modified accrual method rather than a cash method is that period-end adjustments for payroll expenses are made and year-end adjustments for accruals are made.

62.0 – COST ALLOCATION

2 CFR 200, Subpart E establishes the principles for determining costs of grants, contracts and other agreements with the Federal Government. NyE Communities Coalition's Cost Allocation Plan is based on the Direct Allocation Method described in 2 CFR 200, Subpart E. The Direct Allocation Method treats all costs as direct costs except general administration and general expenses.

Direct costs are those that can be identified specifically with a particular final cost objective. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Only costs that are allowable, in accordance with cost principles, will be allocated to benefit programs by NyE Communities Coalition.

The general approach of NyE Communities Coalition in allocating costs to particular grants is as follows:

1. All allowable direct costs are charged directly to grants.

2. Allowable direct costs that can be identified to more than one program are prorated individually as direct costs using a base most appropriate to the particular cost being prorated.
3. All other allowable general and administrative costs (costs that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc. using a base that results in an equitable distribution.

63.0 – MATCHING/COST SHARING (CASH AND THIRD-PARTY IN KIND)

Matching or cost sharing shall be documented and maintained with the financial records by the Chief Operating Officer. Matching and cost sharing shall not include federally assisted project/program, unless authorized by federal statute.

Matching or cost sharing shall be necessary and reasonable for proper and efficient accomplishment of the program/project objectives.

Matching or cost sharing shall be allowable and provided for in the approved budget.

64.0 – INDIRECT COSTS

NyE Communities Coalition does not have an established Federally Negotiated Indirect Rate. Grants and projects, unless required by the funding source, shall be allocated based on the following:

- Any costs allocable to a particular project may not be shifted to a different project in order to meet deficiencies. Cost cannot be shifted to avoid restrictions imposed by law or terms of the project or for other reasons of convenience.
- If a cost benefits two or more projects or activities, it must be charged in accordance with its benefits to each project respectively. Charges split between more than one grant must be charged on the basis of proportional benefit or other reasonable method. The division of the expenditure cannot be split based on available funding or any other type of synonymous methodology. An expenditure that benefited two or more projects cannot be charged solely to one project because the other project is almost out of funding.

NyE Communities Coalition shall utilize two (2) methods when determining allocations. First, The Proportional Benefit Rule, applies when it is possible to determine the proportional benefit of the cost to each project. The cost is allocated according to the proportion of benefit provided to each of the projects. Second, The Interrelationship Rule, applies when it is not possible to determine the proportional benefit to each project because of the interrelationship of the work involved. The cost is distributed on any reasonable and rational basis because the proportional benefit cannot be identified and applied to the individual projects.

65.0 – CREDIT CARDS

NyE Communities Coalition may have a credit card which shall remain in the possession of the Chief Executive Officer/designee or locked in a secure area that the Chief Operating Officer can access.

The credit card will only be used when paying by check is not allowed or will impede the grant deliverables of a project. All credit card expenditures must be pre-approved by the Chief Executive Officer.

The primary purpose of the credit card will be for costs occurred when traveling on NyE Communities Coalition business. The credit card shall not be used for personal expenditures.

The Chief Operating Officer shall review and reconcile all charges on the credit card at least once a month.

66.0 – GIFT CARDS

The purpose of this policy is to set forth the guidelines and procedures for the purchase, handling, and distribution of gift cards purchased with NyECC funds.

67.0 – CASH MANAGEMENT

The purpose of this policy is to outline general cash management processes and guidelines at NyECC to ensure adequate utilization of cash. It provides guidelines regarding cash advances, invoices, and all accruals.

68.0 – PETTY CASH

This policy establishes the proper uses of petty cash to pay for small expenses or for items not easily ordered through normal supply requests as well as provides reimbursement guidelines for staff members. NyECC requires each petty cash fund to be monitored by the Chief Operating Officer and/or Fiscal Assistant, who is responsible for handling disbursements, documenting expenditures, keeping receipts, reconciling the funds, and safeguarding the funds.

69.0 – ALLOWABILITY OF COSTS

NyE Communities Coalition shall require costs to be reasonable, allocable and adequately documented.

A cost is reasonable if it does not exceed what a prudent person would incur under similar circumstances.

A cost is allocable to a grant, award, or project to the extent the goods or services benefited the project.

A cost is adequately documented if it is supported by accounting records and source documentation such as purchase orders, vouchers, invoices, payroll allocations reports, payroll summaries, timesheets, etc...

70.0 – TAX EXEMPTION

NyE Communities Coalition is a 501c(3) with the benefit and responsibility of having purchases not subject to sales tax.

It is the responsibility of all employees making purchases to ensure that the vendor is provided and accepts documentation from NyE Communities Coalition verifying no sales tax prior to the purchase. Documentation includes the tax exempt card and a tax exempt letter.

In no circumstance will sales tax be charged to any federal or state grant funder.

Occasionally, vendors will require NyE Communities Coalition to pursue retroactive reimbursement for tax fee. If this occurs, the employee must notify Chief Operating Officer in order that proper actions may be followed.

In some cases, purchases may not qualify for tax exemption. In such cases approval must be obtained by the Chief Operating Officer.

71.0 – REFRESHMENTS AND SNACKS AT MEETINGS AND EVENTS

Generally, food is not allowed to be purchased with grant funding for meetings. NyECC recognizes the importance of creating a welcoming environment and will limit purchases accordingly.

72.0 – PROGRAM INCOME

Program income is related to projects financed with federal funds and must be used to:

- Further the project/program activities.
- Finance the non-federal share of the project/program.

- Be deducted from the total federal share of the project/program allowable costs.

GRANT MANAGEMENT

73.0 – COALITION GRANTS

Coalition grants consist of grants that are applied for and administered with NyE Communities Coalition as the fiscal agency. Funds may be sub-granted to agencies or organizations based upon objectives, methods/strategies, outcomes and goals as presented in the approved grant application.

74.0 – SUB GRANTING

NyE Communities Coalition may sponsor grants, as an umbrella organization/pass through agency for outside organizations in an effort to support projects that match the objectives, goals, vision, and mission of NyE Communities Coalition. Solicited grants shall consist of all grants that are applied for and administered by outside organizations with NyE Communities Coalition acting as the pass through agency.

It is the policy of NyE Communities Coalition to provide comprehensive policies and procedures to sub-grantees or sub-recipients. However, grant specific regulations occasionally require specific policies and procedures to the sub-grantee which would supersede any policies and procedures of NyE Communities Coalition. In the absence of a grant specific sub-grantee policy and procedures, general sub-grantee, sub-recipient policies and procedures apply along with the policies and procedures of the original funding source.

75.0 – GRANT TRACKING

In order to ensure grant objectives, methods, strategies, outcomes and goals are reached as presented in the approved grant application program components/outcomes will be tracked through the Coalition's established practices: online output logs, program specific information systems, QuickBooks, physical filing systems and/or all other systems approved through the grant application.

76.0 – SUBRECIPIENT MONITORING

This policy provides a guideline for the preparation, issuance, and monitoring of subrecipient activity. NyECC will monitor all subrecipient activities to ensure that award objectives are being adequately met and completed, as well as to ensure that all funds are solely used for authorized purposes that are in compliance with applicable laws and regulations of grant contracts or agreements. Detailed information and requirements can be found at <https://www.ecfr.gov/> under Subrecipient Monitoring and Management ([§200.330](#), [200.331](#), [200.332](#)).

77.0 – STATE OF NEVADA DATA SYSTEM

It shall be the policy of NyE Communities Coalition to adhere to the standards established by the State of Nevada for the reporting of data and request for reimbursement.

NyE Communities Coalition shall apply to the state for the creation of accounts in the State of Nevada data system for the sub-grants awarded and administered by NyE Communities Coalition:

- Copies of sub-grant awards
- Copies of sub-grantees scopes of work
- Copies of sub-grantees budgets and/or amendments

78.0 – ADULT WORKFORCE TRAINING

Adult and Youth programs will comply with Workforce Connections general policies found at <http://nyworkforceconnections.org>.

Workforce policies specific to NyE Communities Coalition are as follows:

Program life is defined as the time a participant spent in any particular program (example: Dislocated Worker or Adult). Therefore, a participant who is in a specific program can only receive the proposed amount per the time they are enrolled in the program.

Individuals requesting training funds must follow the sequential delivery of services required prior to receiving training assistance. NyE Communities Coalition will abide by NevadaWorks.

79.0 – ADULT WORKFORCE PRIORITY

Citations:

Priority of service

CDLE – PGL# 00-12- WIOA1

Workforce Investment Act of 1998 effective August 7, 2008, Section 134(d)(4)(E) and WIOA Final Interim Regulations, Part 663 - Adult and Dislocated Worker Activities, Subpart F – Priority of Service and Special Populations, 663.600.

USDOL Lower Living Standard

CDLE – PGL# 05-07-MIS

Federal register/Vol. 70, No. 90/May 11, 2005, pages 24281-24846.

Background: The Workforce Investment Act requires that in the event that funds allocated for adult employment activities are limited. Priority shall be given to recipients of public assistance and other low-income or targeted population individuals for intensive services and training services. The WIOA regulations further state, that since resources can become limited, States and/or Local Workforce Investment Boards must establish criteria for determining the availability of adult program funds by establishing a priority of service.

80.0 – ADULT WORKFORCE SHORT-TERM TRAINING

SHORT TERM PREVOCATIONAL SKILLS TRAINING

By law, short-term “prevocational services” are considered intensive services which include the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training. According to verbal instruction from the Department of Labor (DOL) (January 2001), if a Local Board can defend their position on further defining prevocational skills, the Local Board may want to further define prevocational services to include short-term or low-cost preparatory training lasting less than a week or at a cost of \$1,000 or less as an intensive services and not funded through an ITA award.

81.0 – ADULT WORKFORCE SUPPORTIVE SERVICES

Citations: Workforce Investment Act of 1998 effective August 7, 2008, Section 134 and WIOA Final Interim Regulations, Part 663 – Adult and Dislocated Worker Activities, Subpart H – Supportive Services, 663.840, and Part 64, Subpart D.

Per the Office of Management and Budget (OMB) Circular A-87, “Cost Principles for State Local and Indian Tribal Governments”, NyECC Career Connections WILL NOT pay for any type of late fees, fines, damages, penalties or restoration charges incurred by a participant in any program. This also includes past due Federal/State/Local Taxes, credit card bills and hospital bills.

Background: The Workforce Investment Act of 1998 requires local Workforce Investment Boards to develop a support service policy in compliance with Title I of that Act that ensures resource and service coordination in the local area. WIOA support service for program participants (adult and dislocated workers) may include at a minimum: transportation, clothing, uniforms, work attire, work related tool cost, eyeglasses/protective gear.

These services must be necessary to enable an individual to participate successfully in WIOA intensive and/or training services and who are unable to obtain such supportive services through other programs providing such services are available in the local area. NyECC Career Connections cannot and should not be all things and/or provide for all the needs of those we serve. Services should be limited to items or needs that are directly related to assisting participants in obtaining gainful employment. Staff is encouraged to seek the most reasonable and cost effective resources for participants and should help instill this talent within those served.

Local economic conditions have necessitated a revision of this policy. Participants in all WIOA programs are requiring services from NyECC Career Connections for longer periods of time and are presenting a wider variety of supportive service needs. Therefore, NyECC Career Connections no longer provides any supportive services outside what is specifically outlined below in this policy. NyECC Career Connections has the right through local control and policy through the local Workforce Investment Board to assess the current need for service delivery within the region. Due to the current high demand of talent and employment development ----needs, NyECC Career Connections may no longer provide supportive services for the following: childcare assistance, dependent care assistance, housing assistance, medical expense assistance, utility bill assistance, and phone assistance and may be at the discretion of the Program Manager.

82.0 – YOUTHWERKS COMPLIANCE

The purpose of this procedure is to ensure compliance with the following Workforce Connections policies:

WC Policy GEN-050-07
 WC Policy GEN-050-08
 WC Policy ADW-030-03

83.0 –YOUTHWERKS SUPPORTIVE SERVICES

The purpose of this policy is to provide direction and guidance for Supportive Services for the WIOA Title I Youth involved in the YouthWERKS program. Supportive Services are those services that are allowable and necessary to remove or reduce barriers and aid youth in the attainment of personal and program goals as well as to enable an individual to participate in activities authorized under WIOA.

Exception/ Exclusions: Per the Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State Local and Indian Tribal Governments", NyECC-YouthWERKS WILL NOT pay for any type of late fees, fines, damages, penalties or restoration charges incurred by a participant in any program. This also includes past due Federal/State/Local Taxes, credit card bills and hospital bills. In addition, funds may not be used to establish an individual in business nor pay for any dues, memberships, subscriptions or professional activity costs. Supportive services may not be a "stand alone service" but should be provided to support other WIOA activities.

Background: The Workforce Investment and Opportunity Act of 1998 requires local Workforce Investment Boards to develop a Supportive Services policy in compliance with Title I of that Act that ensures resource and service coordination in the local area. WIOA supportive services for youth program participants may include at a minimum:

- Linkages to community services
- Transportation assistance.
- Assistance with interview and work clothing/uniforms/work attire.
- Employment related equipment and supplies.
- Child or dependent care.
- Emergency housing or utilities support.
- Educational Assistance (e.g. textbooks, testing/certification costs, partial fees and related costs)
- Other such services needed to participate in WIOA activities deemed barriers to education, training or employment (i.e. eyeglasses, hearing aids, Health/Sheriff cards, etc.).

84.0 – YOUTHWERKS WORK EXPERIENCE

The purpose of this policy is to provide direction and guidance for the various forms of work experiences for the WIOA Title I Youth involved in the YouthWERKS program. Work experiences are short term, planned, structured experiences that take place in a work setting and are focused on career exploration and the development of positive KSA's (Knowledge, Skills

and Abilities) as well as marketability and to aid youth in the attainment of personal and program goals as well as support outcome/performance measures. Work experiences are provided based on identified needs developed through objective assessments and ISS development.

Background: NyECC-YouthWERKS provides work experiences (volunteer/internships, incentive based, stipends and paid) for youth enrolled in the YouthWERKS program. Youth may be placed on-site (NyECC Campus) or with local agencies/businesses. Youth must earn the paid work experience through completion of specified goals and objectives as outlined in the ISS.

NyECC-YouthWERKS maintains a list of, and referral links to, various agencies/businesses in the community that may provide volunteer and work related experiences. Placement with said agencies/businesses are based on the specific needs/interests of each client (as identified in the ISS), the potential host worksite and the readiness level of the youth based on formal and informal observation, feedback and evaluation of NyECC YouthWERKS staff. All potential worksites are investigated by NyECC YouthWERKS staff with onsite review, discussions with host worksite staff and meetings to outline and clarify expectations. A Worksite Agreement is developed, reviewed and signed by all parties involved. Ongoing dialogues with selected worksites help maintain up to date evaluation of youth as well as respond to any concerns or needs.

85.0 – YOUTHWERKS INCENTIVES

The purpose of this policy is to provide direction and guidance for the provision of incentives for the WIOA Title I Youth involved in the YouthWERKS program. Incentives are provided to recruit eligible youth as well as motivate and reward youth to maintain program participation, attain personal and program goals/milestones as set forth in the ISS, and attain WIOA outcome measures.

Exception: Per the Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State Local and Indian Tribal Governments", NyECC-YouthWERKS WILL NOT provide incentive money for any type of late fees, fines, damages, penalties or restoration charges incurred by a participant in any program. This also includes past due Federal/State/Local Taxes, credit card bills and hospital bills.

Background: The Workforce Investment Act of 1998 requires local Workforce Investment Boards and/or service providers to develop an incentive policy in compliance with Title I of that Act that ensures resource and service coordination in the local area.

86.0 – YOUTHWERKS OCCUPATIONAL SKILLS TRAINING

The purpose of this policy is to provide direction and guidance for Occupational Skills Training for the WIOA Title I Youth involved in the YouthWERKS program.

*Background: Occupational Skills Training constitutes an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. As such, it is geared towards preparing youth to:

- Enter a specific occupation.
- Increase employment opportunities.
- Increase earnings.
- Improve access to jobs with employer-paid benefits.
- Increase chances of job advancement.
- Increase self-sufficiency.
- Decrease the chances of unemployment.

Such training should:

- Be outcome-oriented and focused on long-term goals as identified in the youth's ISS.
- Result in the attainment of an acceptable certificate:
- Awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation.
- Be based on standards developed or endorsed by employers.
- Awarded by: A state educational agency or a state agency responsible for administering vocational and technical education, an institution of higher education, a professional, industry, employer organization or a product

manufacturer or developer (i.e. Microsoft, Novell, Sun), a registered apprenticeship program, a public regulatory agency, a program approved by the Department of Veteran's Affairs, Job Corps centers or service providers listed on the Eligible Training Provider List (ETPL). NOTE: Certificates of completion, etc. from Local WIB and service providers are not considered to be "acceptable" certificates under this policy.

87.0 – YOUTHWERKS FOLLOW-UP SERVICES

The purpose of this policy is to provide direction and guidance for follow-up Services for the WIOA Title I Youth involved in the YouthWERKS program. Follow-up Services are activities after completion of active WIOA participation to assist, support and monitor youth's success during their transition to employment (including armed services) and/or further education. Said services must be provided for not less than 12 months after completion of participation and based upon the needs of the individual.

Goals:

- Help youth obtain and keep employment.
- Help youth attain a promotion.
- Help youth find a new/better job/career. OR
- Help youth find the necessary resources to get into an educational program and stay in it.

Exception: Per the Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State Local and Indian Tribal Governments", NyECC-YouthWERKS WILL NOT pay for any type of late fees, fines, damages, penalties or restoration charges incurred by a participant in any program. This also includes past due Federal/State/Local Taxes, credit card bills and hospital bills.

Follow-up services MAY NOT include additional paid work experiences.

Background: The Workforce Investment Act of 1998 requires local Workforce Investment Boards to develop a Follow-up Services policy in compliance with Title I of that Act that ensures resource and service coordination in the local area. WIOA follow-up services for youth program participants may include at a minimum: ongoing case management, leadership development; supportive service activities (e.g. linkages to community services, transportation assistance, assistance with clothing, uniforms, work attire, work related tool cost, eyeglasses/protective gear, hearing aids and other such items or services that are deemed a barrier to further education or employment. See Supportive Services Policy), Ongoing contact with a youth participant's employer; assistance in securing better paying jobs, career development, and further education; adult mentoring; etc.

NyECC-YouthWERKS maintains a list of, and referral links to, various entities in the community and state that may provide additional services to exited youth.

APPENDIX

APPENDIX A – BYLAWS / ARTICLES OF INCORPORATION

Article I: Name of Coalition

The name of this coalition shall be NyE Communities Coalition otherwise known as (NyECC) and referred to as the Coalition.

Article II: Purpose of Coalition

The purpose of the Coalition is to join organizations, agencies, and individuals in a coordinated and cooperative effort for the provision of services and opportunities in Nye, Lincoln, and Esmeralda Counties region. The corporation is organized exclusively for charitable, educational, religious, or scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

Article III: General Membership and Member Rights

SECTION 1: GENERAL MEMBERSHIP

Membership to NyE Communities Coalition is open to all individuals residing, working or providing services in Nye, Esmeralda and Lincoln counties who sign an application agreeing to uphold Coalition's purposes and goals. The Board of Directors, on an ongoing basis, will review the composition of the Coalition and the Coalition members and actively recruit and invite participation of individuals to ensure that the Coalition is inclusive of all eligible sectors and is representative of the community.

SECTION 2: MEMBER'S RIGHTS

- A. Any member has the right to request a special meeting of the Board of Directors through the President, who shall be responsible for notifying all members.
- B. Decisions of the Coalition members are made through consensus.

SECTION 3: MEMBER'S DUTIES

- A. Regularly attend Coalition meetings.
- B. Adhere to the goals and mission of the Coalition.
- C. Support the Coalition to carry out the goals and mission.

SECTION 4: TERMINATION OF MEMBERSHIP

- A. Members may be terminated if attendance of meetings does not meet requirements and if actions do not align with the goals and mission of the Coalition.
- B. Members may be terminated from membership by the Board of Directors. The member in question must be notified in writing at least seven days before such a vote is taken.

SECTION 5: RESIGNATION

A Coalition member may resign at any time by submitting a letter of resignation to the President of the Board of Directors.

Article IV: Board of Directors

SECTION 1: COMPOSITION OF BOARD OF DIRECTORS

The Board of Directors will consist of not more than 9 voting members. At least one member, but no more than three members may be youth members between the ages of 14 and 21 years old. Youth members under age 18 shall be ad-hoc and cannot hold a position as an executive officer but may serve in an advisory capacity. Quorum will consist of more than 50% of current voting Board of Directors in attendance and proxy voting shall not be allowed. There is a minimum of 4 meetings each year. A member of the Board of Directors cannot miss more than 3 consecutive meetings.

SECTION 2: EXECUTIVE OFFICERS

Executive officers of the Coalition shall be President, Secretary, Treasurer, and President Elect. The Chief Executive Officer is an ex officio, nonvoting officer.

SECTION 3: DUTIES OF BOARD OF DIRECTORS

- A. Duties of President

1. Serve as chairperson of the executive committee.
 2. Preside over General Coalition meetings or appoint a designee.
 3. Act as a liaison between Coalition members and the Board of Directors.
 4. Approve Board of Directors meeting agendas and approve all additional agenda items requests made prior to the meeting or during the Board of Directors meeting.
 5. Responsible for scheduling and presiding at Board of Directors meetings.
 - a. May call additional Board of Directors meetings as deemed necessary or per Coalition member request. Must alert all members of the Board of Directors of any/all Board of Directors meetings.
 6. May sign official documents pertaining to the Coalition.
 7. Conduct Chief Executive Officer's annual performance review.
 8. Must travel as needed to meet these responsibilities.
- B. Duties of Secretary
1. Serve as a member of the executive committee.
 2. Verify all minutes from the Board of Directors meetings and General Coalition meetings.
 3. May sign official documents pertaining to the Coalition.
 4. Must travel as needed to meet these responsibilities.
- C. Duties of Treasurer
1. Serve as a member of the executive committee.
 2. Monthly review of financial documents pertaining to the Coalition.
 3. Assist fiscal Coalition staff with the development of the annual budget.
 4. May sign official documents pertaining to the Coalition.
 5. Must travel as needed to meet these responsibilities.
- D. Duties of President Elect
1. Serve as a member of the executive committee.
 2. Coordination of Coalition quality improvement reviews.
 3. May sign official documents pertaining to the Coalition.
 4. Must travel as needed to meet these responsibilities.
- E. Duties of At-Large Members of Board of Directors
1. Serve as a member of the executive committee.
 2. Represent the Coalition's general membership at Board of Directors meetings.
 3. Must travel as needed to meet these responsibilities.
- F. Duties of the Chief Executive Officer
1. Serve as an ex officio member of the executive committee.
 2. Keep the Board of Directors accurately and fully informed to Coalition activities and programs.
 3. Achieve accountability with the Board of Directors.
 4. Facilitate the activities of the Coalition.
 5. Coordinate the process for developing self-sustaining programs.
 6. Recruit, develop, and supervise Coalition staff.
 7. Identify and contract with outside services/partners.
 8. Serve as liaison to the divisions of NyE Communities Coalition.
- G. General Duties of Board of Directors
1. The Board of Directors may hire a director to perform duties as assigned and directed by the Board for the administration of the organization.
 2. Contracts and financial obligations shall be executed only as directed by the Board of Directors in accordance with the general membership's desires and in accordance to any regulatory mandates.
 3. An independent auditor selected by the Board of Directors shall make an annual examination of the financial accounts of the Coalition.
 4. Each member of the Board of Directors should actively participate in a Coalition committee or sub-committee.

SECTION 4: TERMS OF OFFICE

Executive officers will serve in each position for two years and may hold position for up to three consecutive terms. All members of the Board of Directors can serve up to a maximum of 10 consecutive years. The executive positions President and Secretary shall be voted on alternate years.

SECTION 5: PLACEMENT OF OFFICERS AND AT-LARGE MEMBER OF BOARD OF DIRECTORS

A. Elections

1. Coalition members can be nominated or self-nominated to serve on the Board of Directors as positions become available. The Board of Directors will have the final vote to bring a Coalition member onto the Board of Directors. Executive officers of the Board of Directors must be nominated or self-nominated from within the Board of Directors and voted to position by the Board of Directors.
2. Nominations are accepted when there is available space. Elections shall occur at the first Board of Directors meeting following May 1st of each year.

B. Resignation

A member of the Board of Directors may resign by rendering his or her resignation to the President.

C. Removal

1. A Board of Directors member may be removed for cause by the Board of Directors. The member of the Board recommended for removal shall be provided with reasonable notice of the impending vote for removal and shall be informed of the reason and cause for such a vote for removal. The member in question shall not vote and the Chief Executive Officer will vote if the number is even and a consensus cannot be reached.
2. A Board of Directors member forfeits his or her office upon moving out of the geographic area of the Coalition or by missing three consecutive meetings of the Board and may be removed without notice.

D. Vacancies

Due to a Board of Directors member's removal, resignation, or any other circumstance that creates a vacancy in the office of President, the Secretary shall serve as President for the remainder of that term. In the case of a vacancy in Secretary, Treasurer, or Past President a special election will be held at the next Board of Directors meeting and the vacancy filled by the election. All vacancies shall be filled for the remainder of the respective term.

Article VI: Committees

The Board of Directors shall create and disband committees as needed to assist in carrying out the goals of the Coalition. Coalition members and/or nonmembers may volunteer or be requested to serve on committees. Chairs, co-chairs, and secretaries for committees and task forces shall be approved/appointed by the Board of Directors based upon recommendations from committee members. The Chair(s) shall approve and set meeting agenda(s). Requests for agenda items shall be made to the Chair or designee. Agenda items may also be added at the meeting. Positions are held for one year and may be held for additional terms. General Coalition meetings shall be held at least eleven times a year and can be conducted in person or through the utilization of electronic means. All meetings shall utilize the principles of consensus to facilitate the meeting process.

Article VII: Financial

The fiscal year of the Coalition shall begin on the first day of July and end on the last day of June of each year. Contributions, bequests or gifts to the Coalition shall be accepted or collected and deposited in a manner as directed by the Board of Directors. The Board of Directors shall determine which bank shall be used by the Coalition and all checks shall require two of the following person's signatures: the Coalition Director or any of the Board of Directors Executive Officers as determined by the Board of Directors accessibility to sign checks. Contracts and financial obligations shall be executed only as directed by the Board of Directors in accordance with the general membership's desires and in accordance to any regulatory mandates. An independent auditor selected by the Board of Directors shall make an annual examination of the financial accounts of the Coalition.

Article VIII: Indemnification

Liability Insurance for the Board shall be provided. Except for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, the general membership, Board of Directors, and Committee members shall not be personally liable for monetary damages sought by a party arising from any act or omission of a Coalition member or staff member.

Article IX: Amendments

The provisions contained in this document may be amended, revised or repealed by an affirmative vote of two-thirds of the Board of Directors in attendance. Written notice of each proposed amendment or the proposed new by-law shall be provided for each member at least ten days prior to the date of the meeting.

Article X: Dissolution

Upon dissolution of this corporation, the Board of Trustees shall, after paying or adequately providing for the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the County in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

APPENDIX B – HIPAA BUSINESS AGREEMENT

BUSINESS ASSOCIATE AGREEMENT HIPAA
BETWEEN
NyE Communities Coalition Hereinafter referred to as "Covered Entity"
And referred to as "Business Associate"

This Agreement is entered into between Covered Entity and Business Associate, effective as of

Business Associate acknowledges and agrees that all protected health information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic medium by Covered Entity or its operating units to Business Associate on Covered Entity's behalf shall be subject to this agreement. Furthermore, this agreement covers all information collected and records created by Business Associate on behalf of Covered Entity.

OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted by this Agreement or as Required by Law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner as set forth in the contract's Inspection and Audit provisions, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as mutually agreed between the parties.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or the Secretary, in a time and manner as set forth in the contract's Inspections and Audit provisions or designated by the Secretary, for the purpose of the Secretary determining Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual in accordance with 45 CFR 164.528.
10. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner as set forth in the contract's Inspection and Audit provisions, information collected in accordance with the previous section of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

PERMITTED USE AND DISCLOSURES BY BUSINESS ASSOCIATE General Use and Disclosure Provisions

1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the contract, provided that

such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3. Except as otherwise limited by this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate), provided that the disclosures are:

- a. Required by Law, or
- b. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and
- c. The person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Except as otherwise limited by this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services for Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B)

5. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

OBLIGATIONS OF COVERED ENTITY:

1. Covered Entity shall notify Business Associate of any limitations in its Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect (Business Associate's) use or disclosure of Protected Health Information.

2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that (Covered Entity) has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

PERMISSIBLE REQUESTS BY COVERED ENTITY

Except in the event of lawful data aggregation or management and administrative activities, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

TERM AND TERMINATION

1. TERM:

The Term of this Agreement shall extend beyond the termination of the contract and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination.

2. EFFECT OF TERMINATION:

a. Except as provided in paragraph (b.) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from (Covered Entity), or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to (Covered Entity) notification of the conditions that make return or destruction infeasible.

Upon a mutual determination that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

1. AMENDMENT: The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
2. SURVIVAL: The respective rights and obligations of Business Associate under EFFECT OF TERMINATION of this Agreement shall survive the termination of this Agreement.
3. INTERPRETATION: Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

On Client and Organizational Confidentiality

NyE Communities coalition's (NyECC) mission is to join agencies, organizations, and individuals together in cooperative efforts to grow healthy organizations, people and environments. The purpose of NyECC includes assisting individuals gain the skills, knowledge and tools to be gainfully employed; assisting youth attain their high school diploma or GED; and the prevention of unhealthy behaviors and the promotion of wellness.

All organization, customer, or client information shall be treated confidentially; NyECC staff, volunteers and partners shall treat all communications, written and verbal, confidentially.

The designated spokesperson for NyECC is the Chief Executive Officer or her designee. Everyone else is directed to refer all inquiries, including media, to the NyECC Chief Executive Officer.

Written authorization from NyECC must be obtained prior to the reprinting, reposting, or communication of any information received from NyECC. All information pertaining to any NyECC client, customer, volunteer or staff must remain confidential.

Any communication of such information without written consent by NyECC will be considered a direct violation of this agreement and will result in immediate dismissal from all associations with NyECC

Code of Ethics

NyE Communities Coalition mission of joining organizations, agencies, and individuals in a coordinated and cooperative effort for the provision of services and opportunities in the Nye, Esmeralda, and Lincoln Counties requires a shared commitment to the core values of the Coalition. In addition, all persons representing the Coalition: members, employees, contractors, volunteers etc., (hereafter Coalition Ambassador) must commit to an ethical standard as well.

A Coalition Ambassador shall show respect and dignity to all and not discriminate against recipients or colleagues based on race, religion, national origin, sex, age, sexual orientation, economic condition or physical or mental disability. A Coalition Ambassador should broaden his/her understanding and acceptance of cultural and individual differences and in so doing render services and provide information sensitive to those differences.

A Coalition Ambassador is expected to exercise responsibility appropriate to their position. Services should be provided promptly and correctly, ensuring the Coalition Ambassador applies thoroughness and upholds technical and ethical standards. It is the responsibility of the Coalition Ambassador to recognize limitations and boundaries of services provided and not use techniques or services outside their competency.

In order to maintain and broaden public confidence Coalition Ambassadors should perform all professional responsibilities with the highest sense of integrity. Misrepresentation, either directly or indirectly regarding any service or product, stated in a way that is misleading or incorrect, either directly or by implication of professional qualification/affiliations, is considered to be acting against the principle of integrity and in violation of the Code of Ethics.

Confidential information acquired during service delivery shall be safe-guarded from disclosure and will adhere to HIPAA compliance, 42CFR, and/or any other requirements set through professional licensing. Coalition Ambassadors who handle sensitive information are expected to be knowledgeable of and comply with applicable laws regarding such information. A Coalition Ambassador shall do no harm to service recipients and ensure that his/her actions are non-exploitive. If there is evidence of child abuse or other abuse, the Coalition Ambassador should report the evidence to the appropriate agency and follow up to ensure appropriate actions have been taken.

A Coalition Ambassador will continually strive for improvement of services and expansion of knowledge through programmatic reviews and adjustments; continuing education and enforcing with experience. Also, a Coalition

Ambassador will comply with NyE Communities Coalition's policies and procedures. Each Coalition Ambassador is expected to seek clarification on a policy or procedure if it is found unclear, outdated or believed to go against federal or state laws. In some cases, Coalition Ambassadors are also governed by ethical codes or standards specific to his/her professions. Examples of these professions are auditors and counselors which are expected to comply with applicable professional standards in addition to NyE Communities Coalition's Code of Ethics and federal and state laws and regulations.

When a Coalition Ambassador is aware of unethical conduct or practice being performed on the part of an agency or other Coalition Ambassador, he/she has an ethical responsibility to report the conduct or practices to the appropriate authorities and/or public.