

Site Type Standards

General Senior Center Standards.....2
General Standards for Non-Center/On-site Services.....32
General Standards for Off Site Services.....53
General Standards for Non-Center/Shared Services.....72

GENERAL SENIOR CENTER STANDARDS

Senior Center programs serve meals in a congregate setting to older persons. The center may provide other services as well, including services that are provided off-site.

SCOPE

STANDARD 1. Center services are available to all older persons.

Compliance 1.1. Non-Exclusion Policy

- Any person sixty years or older may be a center participant, without regard to place of residence, citizenship status, economic status, race, creed, disability, gender, sexual orientation, marital status or national origin.
- A DFTA-issued Statement of Participants' Rights that guarantees the above is posted in a public place where it is clearly visible to participants, their families, and program staff.
- The center does not charge fees for attending the center or participating in services. Exception: Activity fees may be charged to offset specific expenses of special events or activities.
- If the center sponsors or arranges activities for which fees are charged, then:
 - these cost-incurring activities are balanced with no-cost activities that are comparable in appeal.
 - These cost-incurring activities have been approved by a majority of the center membership (documented – e.g. through surveys, minutes of membership meetings).

Compliance 1.2. Compliance with the Americans with Disabilities Act

- The center complies, to the extent possible, with the Americans with Disabilities Act, or comes into compliance when funding becomes available.
 - If not at street level, the center has (or will install) an exterior ramp and/or elevators from ground level.
 - At least one bathroom used by participants is (or will become) easily accessible from all program areas, and is (or will be) barrier free.

Compliance 1.3. Service Refusal. Seniors are not denied service except for the following reasons:

- Funding not available.
- The center cannot meet the individual's needs or another provider could more appropriately serve the individual (*at the discretion of the director*,

a senior who lives in another county may be asked to attend centers in that county).

- An individual's behavior causes physical or mental harm or distress to other participants

Opportunity 1.3 The center has House Rules that define unacceptable behavior (for example, racial and religious slurs; profanity and scatological remarks; refusal to comply with center rules and regulations; physical assault; intoxication, or unruly conduct).

Compliance 1.4. Visibility. The center has a visible identifying sign.

STANDARD 2. The center provides a welcoming and congenial environment.

Compliance 2.1. Welcoming Efforts. The center can demonstrate at least one of the following efforts to create a warm and welcoming environment:

- A host or hostess greets people at the door, or there is a hospitality table.
- Arts or crafts produced by senior members decorate the walls.
- Recorded music welcomes arriving seniors.
- Photographic display documents center activities.
- Prints, sculptures, plants or other decorations are placed around the center.

Opportunity 2.1. *Each of the following is a separate opportunity*

- Two or more of the above efforts.
- In addition to compliance, there is an orientation program for new members – for example, a welcome package given at registration; a buddy system to introduce the new member; a periodically scheduled luncheon to introduce new members, etc.

Compliance 2.2. Staff attitudes

- Director, staff and volunteers treat participants with respect and courtesy.
- Director and staff are visibly present and involved (e.g. know people by name; know individual members' needs and concerns; attend lunch and activities, etc.)
- Director and staff motivate and encourage participants.
- Director and staff listen to suggestions and recommendations.
- Director and staff clearly communicate center policies and procedures.

Compliance 2.3. The center has on its direct service staff at least one person fluent in the language(s) spoken by over 30% of its participants. It is permissible to use volunteer translators until such persons can be hired. Volunteer translators:

- have a job description;

- have designated time when they should be available;
- are supervised.

Compliance 2.4. Activity level/satisfaction level

- As appropriate to the population, participants appear active, engaged, and to be enjoying themselves.
- The opinion of most participants is that the center is open, congenial, and welcoming to new persons.

STANDARD 3. The center is open and accessible to seniors during its hours of operation.

Compliance 3.1. The center is open the number of days budgeted.

Compliance 3.2. The center is open to seniors during all budgeted hours of operation, with sufficient staff coverage so that seniors may attend.

Compliance 3.3. It is possible to talk with someone in charge via telephone during the hours of operation.

STANDARD 4. The center conducts community outreach.

Compliance 4.1. The center accomplishes at least one of the following during each year to encourage new membership and/or build community support for the program:

- Obtains media coverage for its program or services or other form of public recognition (e.g. from a civic, business, professional, or philanthropic group, an institution of higher learning, or other established institution in the community).
- Engages in a specific, formal project with other community organizations to benefit the community at large or older persons in particular.
- Places at least one public information announcement or advertisement in the media
- Stations a representative at a Resources Fair designed for the general community.
- Designs (or has designed) a brochure or other promotional material.
- Distributes flyers or other promotional materials to banks, stores, or other locations in the community, or at a local street fair, or to residences.
- Organizes door-to-door canvassing or a mass mailing of information.
- Holds an Outreach Event to attract older persons living in the community who do not attend the center.
- Makes a specific and demonstrable effort to attract older persons with special needs (e.g. vision or hearing impaired; frail older persons; developmentally disabled over 60; homeless, etc.).

- Makes a specific and demonstrable effort to attract an underserved population – for example, a younger population than the center’s current members, or persons from a specific cultural/ethnic group that is a minority at the center or in the community.
- Organizes at least two visits to the center by homebound seniors (e.g. for lunch and/or activities, meetings, etc.).

Opportunity 4.1 The program can document that during the year it accomplished at least four of the above.

STANDARD 5. The center works with other providers and organizations in the community to foster coordination and minimize duplication of services.

Compliance 5.1. Community linkages. The program maintains effective linkages with other organizations and groups for purposes such as services planning and coordination, information sharing, mutual referral, joint programming, senior advocacy, etc. as shown by one of the following:

- Board members, participant leaders and/or center staff serve on interagency councils, task forces or committees of government agencies, and/or community planning bodies (or regularly participate at meetings).
- Board members and/or participant leaders, and/or center staff testify at public hearings on aging issues and policies.
- The program regularly refers to, and receives referrals from, other local service providers.
- The program undertakes joint programming with other community organizations (for example, a jointly-sponsored health fair; coordinated recreational activities; etc.).
- The program has a letter of agreement with another provider of the same service to minimize duplication – e.g. by coordinating transportation or home-delivered meals routes.
- The program coordinates funding proposals with other human services providers (not including programs of the sponsoring agency).
- The program works with other providers to update service directories or listings of available services.

Opportunity 5.1 The program can demonstrate that it maintains linkages through at least three of the above.

Compliance 5.2. Information and referral

- The program provides information seekers with the names and contact phone numbers and/or addresses of providers of services and other resources in the community, or provides the inquirer with the phone number of DFTA’s Information and Referral Unit.

- The program maintains an up-to-date directory of local resources and service providers, including Access-A-Ride, social service agencies, housing assistance programs, etc.

Opportunity 5.2 The program conducts two public information events annually. Events may consist of one or more of the following:

- The program distributes information about one or more senior resources at one or more libraries, fairs, post offices, shopping centers or over the Internet. The program may do this distribution alone or in collaboration with other agencies.
- The program organizes a public presentation on one or more services, benefits or programs for older persons (individuals who attend are not claimed as contacts).
- The program stations information staff or volunteers to provide information about entitlements/benefits/services at one or more community locales (e.g. bank, library, shopping center).

STANDARD 6. The center enlists community support.

Compliance 6.1. The center enlists support for its services and activities from other organizations or institutions in the community in at least one of the following ways during the year:

- Person(s) affiliated with any of the following serve on the Board of Directors: community service organizations, community institutions, community businesses, community planning bodies, or government agencies in the community.
- Volunteers from the community or from organizations and institutions in the community assist at the center by leading classes, delivering meals, visiting the homebound, providing telephone reassurance, etc. These volunteers are not center members. They may include students or instructors at schools, universities or hospitals; employees or owners of banks or businesses; professionals in the community, etc.
- Organizations, institutions or businesses in the community provide assistance with one of the following:
 - Marketing.
 - Fundraising.
 - Training for staff or seniors.
 - Space or facilities.
 - Equipment or materials.
 - Grant monies (e.g. a community grant).

Opportunity 6.1 *Each of the following is a separate opportunity*

- More than one of the above (including sub-bullets).

- The center conducts formal recognition events for volunteers from the community.

STANDARD 7. The center promotes health and disease prevention.

Compliance 7.1. The program contracts for health promotion or can demonstrate at least one of the following efforts to encourage healthy living and disease prevention:

- Regular and ongoing bulletin board displays of health related material
- Flu shots or other programs administered at the center by the Department of Health.
- At least two health education talks or presentations by qualified individuals or health agencies during the year.
- At least one healthy lifestyle support group (e.g. stop smoking; blood pressure monitoring).
- Music therapy or art therapy led by a qualified therapist.
- At least one health-screening test by appropriately qualified individuals to assist in the early detection of health problems – e.g. blood pressure, vision, hearing, etc.
- Nutrition education over and above the required six units.

Compliance 7.2. If Health screening tests are voluntarily provided at the site (the program does not provide health promotion service under contract):

- Tests are provided for the purpose of detecting possible health problems (they are not used to diagnose an individual's health problem or as part of ongoing treatment for an individual).
- Testing is provided to members free-of-charge.
- No third party reimbursement is claimed for services provided on site
- No request is made for Medicare, Medicaid, or personal insurance identification number or social security numbers at the time of screening or pursuant to the screening.
- Persons administering each test are trained program employees, senior volunteers trained by DFTA, students in a New York State approved training program, appropriately qualified and/or licensed or certified professionals, or authorized employees of organizations that are appropriately licensed and/or certified.
- No invasive procedures are conducted, including but not limited to incisions, surgical procedures, or the collection of blood, stool, or urine. Exception: Flu shots or diabetes tests administered by providers named under a Department of Health initiative to promote public health)
- No test involves the use of sedatives.

- The site where the testing is done is sanitary and ensures privacy.
- Each client signs a Consent and Disclaimer Form for each type of screening test in which the client participates (not each time same test is provided).
- All persons who conduct screening sign a Non-Reimbursable Health and/or Medications Screening/Examination Agreement, with the exception of sponsor or program employees, hired consultants, or senior volunteers who are members of the center, or Department of Health employees.
- Participants receive information about the nature of problems detected by the test, the significance of the results, the importance of taking action if results are abnormal or tentative, and options in providing care.
- The Provider informs each individual tested about test results in private sessions at the Program. (Where screenings are provided at health fairs, the Provider may mail the results in confidence to each individual).
- The Provider refers each person in need of follow-up to the person's own physician (or ophthalmologist, podiatrist, optometrist, etc.) or provides a list of three names of qualified Providers in the community. The list states in writing that the DFTA-funded program does not endorse any name on the list. It also states that there is no obligation to choose a name on the list.

Compliance 7.3. If diagnostic services or treatment for specific conditions (medical/mental health/dental/foot care) are provided at the site:

- The Provider of these services is a medical institution or clinic that is licensed by the State of New York to provide clinic services. Services in this category include:
 - Medical examinations or tests for the purpose of diagnosing the cause of a health problem.
 - Ongoing medical care of a diagnosed problem.
 - Medication or eyeglass prescriptions.
 - Dental procedures (including cleaning, cavity filling, tooth extraction, root canals, etc).
 - Foot care (treatment of conditions).
 - Eye care (treatment of conditions).
 - Surgical procedures.
 - Administration of injections.
 - Individual or group psychotherapies, or other mental health therapies including behavior modification.
- The Provider has named the site where services will be provided (e.g. mobile van, or a unit collocated within the senior center or other community program) into its Article 28 or Article 31 Certificate. These Certificates specify that the site is an "extension site" where the institution

or clinic will provide services. Article 31 sites are regulated by the Department of Health, and Article 28 sites by the State Office of Mental Health.

- The providing institution's Article 31 or Article 28 Certificate is posted in a visible location on the premises where services are provided.
- The use of medical services is free of coercion, and final decisions as to what services are provided rest with the service recipient.
- Participants sign a Consent and Disclaimer Form administered by the service Provider (but provided by the Program, and maintained in Program Files) that releases the program and DFTA from any liability.
- The Provider and the Program have a signed Agreement that stipulates:
 - The relationship between the parties is that of independent contractors. Each is responsible for its own acts and omissions and neither assumes liability or obligation for the other.
 - The Provider shall maintain insurance coverage to cover all liabilities that might be incurred during the performance of the Agreement; and
 - The Provider shall hold harmless the Department of the Aging and the DFTA-funded program against all claims, action, or proceedings arising from the performance of the Agreement.
- If the Provider utilizes space within the DFTA-funded program site, the following additional requirements are met:
 - The DFTA-funded program is paid a dollar amount (specified in the Agreement) for use of its premises.
 - The premises designated in the Article 31 or Article 28 Certificate are dedicated to the provision of health services, and no other center activity occurs there.
 - The designated premises are private, securable, and maintained in sanitary condition.

STANDARD 8. The center offers participants opportunities to volunteer.

Compliance 8.1. Volunteers from among the senior membership serve on committees, and/or conduct activities, and/or assist in the kitchen, with contributions collection, and/or with other center operations.

Opportunity 8.1. *Each of the following is a separate opportunity:*

- The Center has written guidelines defining roles and responsibilities of volunteers.
- The Center conducts formal recognition events for volunteers.
- The center conducts volunteer recruitment activities.

- During the course of the year, center participants participate in an organized volunteer effort directed to the outer community (e.g. gift, clothing, food drive; visits to hospitals or nursing homes; youth tutoring, “grandparenting” children brought to the center; assisting homebound invited to the center; assisting another community program; voter registration or other community drive).
- Volunteers manage a system for making one-time calls to absent participants after a number of weeks to inquire about the reason and identify whether staff follow-up is needed. This activity differs from telephone reassurance service, which requires an intake and is not one-time.

STANDARD 9. The center offers participants opportunities for informal participation.

Compliance 9.1. Participants have opportunities for informal conversation, activities in small informal groups, and the pursuit of non-scheduled and individual interests. Examples include informal games, card playing, pool, knitting, sewing, painting or drawing as solitary or informal activities; helping to decorate the center; creating or listening to music; reading, watching other members who are engaged in activities, etcetera.

STANDARD 10. The center offers participants opportunities to be involved in program and operational decision-making.

Compliance 10.1. Advisory council

- The center has a functioning participant Advisory Council.
 - The Council has written by-laws.
 - Officers are center participants elected through regularly scheduled elections open to the entire membership.
 - The council has a publicized meeting schedule.
 - The director or her/his delegate attends meetings.
 - There are clear channels for communicating advice from the Advisory Board to the Board of Directors for the center, and the sponsoring organization’s Board, if the center is one of many programs sponsored by a large organization.
- In lieu of an Advisory Council, the Center has a single purpose Board of Directors, at least 51% of whom are center participants.

Opportunity 10.1. *Each of the following is a separate opportunity:*

- The Advisory Council organizes at least three active participant committees each with its particular area of responsibility and decision-making – e.g.

program planning, menu planning, decorations, new member orientation, etcetera.

- The center holds quarterly membership meetings of at least one half hour in length attended by at least 30% of the average monthly attendance at the center. Agenda and minutes document discussion of center program and issues, and request for comments and suggestions from participants.
- The center conducts written surveys of participant interests, preferences, and recommendations regarding services offered.
- The center can demonstrate that specific policy changes, new procedures, or new activities have been implemented in response to participant recommendations.

STANDARD 11. The center provides participants with the opportunity to voluntarily and confidentially contribute to the cost of services.

Compliance 11.1. Contributions Collection – Applicable Services. The program provides participants with an opportunity to contribute to the cost of services. Services for which contributions are requested are congregate meals, home-delivered meals, escort, shopping assistance/chore service, transportation, and residential repair. Contributions may be requested for education/recreation.

Compliance 11.2. Participant Input

- The center membership decides annually (Advisory Council Meeting or general membership meeting) whether to recommend that in the following year the current suggested contribution amount (1) be increased –and specific amount of new suggested contribution; (2) be decreased – and specific amount of new suggested contribution; or (3) remain the same.
- The decision of the membership is documented in minutes.

Compliance 11.3. Visible Sign A sign that states the following (or uses different words to convey the following) is posted in a visible location:

- Participants are encouraged to contribute to the cost of the center program (or to meal costs and/or cost of other services).
- The recommended contribution amount is ____ (center’s recommended contribution amount). *Note: DFTA recommends that program request a contribution amount of at least \$.75 for lunch.*
- Contributions are used to help maintain the program (or services).
- No person will be denied service because of inability or unwillingness to contribute.

STANDARD 12. The center is effectively administered.

Compliance 12.1. Communication. Staff are provided in a timely fashion with information needed for job performance, including but not limited to:

- Changed or new policies and procedures;
- DFTA's standards and requirements;
- Operational issues, problems, and concerns as relevant.

Compliance 12.2. Daily oversight. Either the site director or an appropriate delegate is at the site during the hours of operation.

Compliance 12.3. Relationship to sponsoring organization. The lines of communication and reporting are clear between the center's director and the following, as applicable:

- The sponsoring Board.
- Administrative staff of the sponsoring agency.
- Any relevant advisory committee of the sponsoring agency or its governing structure.
- Any other entity within the sponsoring agency or governing structure with responsibility for the center.

Compliance 12.4. Personnel Policies

- The program has written personnel policies that adhere to city, state and federal regulations.
- The program's written personnel policies cover at minimum the areas underlined below.
- Where specific policies are required by DFTA for staff positions funded by DFTA (see provisions below), they are incorporated in the personnel policies of the program.

Prohibition of Nepotism and Conflict of Interest

- No staff positions are filled by members of the sponsoring Board of Directors or by relatives of members of the sponsoring Board or of managerial or supervisory staff.
- No relative of an employee is hired when the appointment might influence the work assignment, promotion, or compensation of the employee.

Work Schedule

- Full-time employees paid through DFTA funds work a minimum of 35 hours per week exclusive of lunch breaks.
- Approved compensatory time (including authorized overtime) for employees paid through DFTA funds may accumulate at no less than one hour and no more than 20 hours.

Resignations

- Resigning staff members notify the Program Director and the Board of their intention in writing. The written resignation letter is included in the employee's personnel file.

Disciplinary Actions and Dismissals

- Dismissed or disciplined employees may appeal the decision before the Board of Directors. The Board's decision is final and binding. (The program may have a formal probationary period during which the employee does not have the rights to dismissal proceedings or grievance proceedings related to dismissal).
- Documentation regarding the procedure (where DFTA-funded employees are concerned) is maintained by the contractor and is available to DFTA when requested.
- Any employee involved in theft or inflicting bodily harm on another is suspended immediately without pay pending further investigation of the charges.
- Dismissed employees receive a report outlining reasons for termination of services.

Annual Leave

- Full-time employees (paid for under the DFTA contract) receive annual leave as determined in personnel policies of the program.
 - Paid annual leave does not exceed 20 days per contract year.
 - Maximum accrued for every month worked is 1-2/3 days of annual leave (may be less, depending on program's policies).
 - Monthly accrual of annual leave is possible only after the employee has been in full-time status for at least 15 calendar days of the month.
- Part-time employees accrue annual leave pro-rated for the number of hours they work.
- DFTA funds are not used to pay for unused annual or sick leave from the preceding fiscal year if the program's contract is terminated.
- Employees who resign or are dismissed are paid for any unused leave.

Sick leave

- Sick leave is used only for personal illness or medical needs of the employee. Personnel policies state when a physician's note stating the nature of illness is required.
- Medical disability leave of an indeterminate length is certified by a physician on letterhead.
- Full-time employees accrue sick leave at the rate of one day per month. Part-time employees working a minimum of 17 ½ hours accrue sick leave

on a pro-rated basis, in comparison to full time workers. Not more than 24 working days can be accrued as unused sick leave.

- If an employee's sick leave allowance is exhausted, absences due to illness may be deducted from any available accrued annual leave or compensatory time. Further absences due to illness are taken without pay.
- Persons who leave employment are not paid for unused sick leave.

Jury Duty

- The program pays the employee's salary for the period of court leave if the court does not pay the employee.

Military Service Leave

- The program grants any military leave required by law. Such leave is without pay. The employee submits documentation confirming the beginning and ending dates of such leave as far in advance of leave requested as possible.

Infant and Child Care Leave

- The program complies with the Family and Medical Leave Act of 1993 (FMLA) for persons employed at least twelve months plus 1,250 hours immediately preceding the start of the leave.
- Leave may be granted without pay to an employee who becomes a parent of an infant child up to four years of age by birth or adoption. Leave may commence at any time prior to the child's fourth birthday.
- Leave may not exceed 48 months commencing the day after all applicable leave with pay is exhausted. This leave is limited to one instance. All other childcare leaves are limited to 36 months. Employees who request less than the 48-month leave or the 36 month leave may request up to 2 extensions (maximum extension is 6 months) provided the total leave does not exceed the maximum (48 or 36, whichever is applicable).

Grievances

- There is a written employee grievance procedure that allows employees to express grievances without fear of retribution or reprisal, settle disputes amicably and appeal decisions to the Board.
- Documentation regarding employee grievances is maintained and made available to DFTA upon request.

Benefits

- Employees are offered the benefits outlined in the program's response to DFTA's RFP.
- Employees are kept fully informed of available benefits, both mandatory and elective.

Staff Training and Development

- Employees are expected to attend training programs applicable to their job assignments as indicated by the Program Director.

STANDARD 13. The center complies with all contractual requirements.

Compliance 13.1. The program complies with all contract terms and responsibilities, including but not limited to insurance requirements, employment and other hiring requirements, records maintenance, etc.

STANDARD 14. The center complies with key federal, state and city requirements.

Compliance 14.1. Public funds are not used to support prohibited activities. Prohibited activities include:

- Religious worship, counseling or instruction.
- Collective saying of prayers.
- Solicitation by charitable groups (collecting funds for other organizations or programs), unless the group has written approval from the Advisory Council and the center director. This should not be confused with fundraising activities initiated by the participants or sponsor to enhance the program.
- Gambling by participants (winning or losing of money as a part of the activity or of chits, chips, or other items that are redeemed for money).
Exception: Bingo may be played for prizes (each prize not exceeding 5.00 per game) if the following requirements are met:
 - The program has been issued an identification number by the NY State Racing and Wagering Board.
 - The program has submitted to DFTA a copy of its Permit for Senior Citizens Bingo from the NY State Racing and Wagering Board, and has signed a General Release required by DFTA.
 - The activity is organized and run by volunteers (no staff participate).
 - The program does not charge participants to play (no charge for bingo cards).
- Serving or selling of alcoholic beverages.
- Verbal or written endorsement of products, services, or political candidates.
- Sale of commercial products or services:
 - Mailing or calling lists that contain participant names, addresses, telephone numbers, etc. are not given out.

- Individual vendors do not peddle their products or conduct sales on the premises. They may give instructional and educational talks on specific topics of concern to older persons – e.g. availability and use of home health equipment, medical equipment, etc. The presentations must be educational, not commercial, and must occur in a panel or at a health fair where other sellers of the same item are represented.
- Solicitation of votes:
 - Staff are not allowed to promote one political candidate over another.
 - Staff activities are consistent with prohibitions against participation in partisan activities.
 - Public officials may only visit at the invitation of the center director.
 - The center director schedules the visit to fit within daily activities and so that it is not disruptive in her/his reasonable judgment.
 - If the center permits any legally qualified candidate for any public office (including the current office holder) to visit the facility for political purposes (e.g. to make a speech, provide a photo or TV opportunity, etc); other candidates for the same office are allowed to visit for the same purpose, amount of time, number of appearances, time of day, etc. (The center is not obligated to inform other candidates, but only to respond to requests).
 - Attendance by seniors is voluntary.

Compliance 14.2. Smoking is not permitted (“No Smoking” signs posted) or allowed only in designated areas that are ventilated in accordance with city regulations.

Compliance 14.3. The program gives due recognition to DFTA in printed program brochures, printed stationery, and on vehicles (DFTA recognition carries with it recognition of SOFA and the Administration on Aging).

STAFF APPROPRIATENESS AND CONTINUITY

STANDARD 15. The center has adequate personnel to perform contracted services.

Compliance 15.1. The center's staffing structure corresponds to the structure proposed in its response to DFTA's RFP (or negotiated updates).

Compliance 15.2. There is currently a director for the center who meets the qualifications proposed in the program's response to DFTA's RFP, or, if the position of director is vacant, satisfactory efforts are being made to recruit a director.

Compliance 15.3. *See also service specific standards.*

STANDARD 16. Staff understand their job responsibilities.

Compliance 16.1. There are current job descriptions for each position, including title, minimum qualifications, duties and responsibilities, and salary or salary range.

Compliance 16.2. New staff sign that they have read and understood their job descriptions.

Compliance 16.3. Staff function in the position for which they are being paid, and in accordance with their job descriptions and program personnel policies.

STANDARD 17. Staff (including administrators) are appropriately qualified.

Compliance 17.1. Staff and director meet DFTA's required minimum qualifications and any additional qualifications required by the program sponsor (as stated in response to DFTA's RFP).

Compliance 17.2. At least one person on staff has received DFTA's CPR training (or comparable training) or is on a waiting list to be trained on CPR.

STANDARD 18. Staff and volunteers are appropriately oriented and supervised.

Compliance 18.1. New staff and volunteers receive a documented orientation that covers the following, at minimum (*see also service specific standards*).

- Participant rights (including rights to consideration, privacy, dignity, and respect for individuality and choice);
- Emergency procedures;
- Program policies and procedures;
- Program personnel policies;

- Job functions and tasks.

Opportunity 18.1. *Each of the following is an opportunity.*

- During the year, the center director attends a training session or professional conference sponsored by an outside organization (may be DFTA).
- During the year, the center itself has offered a training attended not only by its own staff but also staff from other programs (this does not apply to situations where the center served as host for its sponsoring agency to provide a training).

Compliance 18.2. Appropriate staff attend mandated DFTA training.

Compliance 18.3. A designated staff person supervises volunteers.

Opportunity 18.3. During the year, at least one volunteer attends a training or professional conference in connection with his/her volunteer responsibilities.

PROCEDURES AND METHODS

STANDARD 19. The center registers each participant.

Compliance 19.1. Registration Procedures

- The program has a policy regarding how long seniors may attend the program before being asked to register. Until they are registered, seniors sign-in for services as senior guests.
- Eligible persons who attend the program/participate in services are registered as participants.
- Participants are informed about the purpose for collecting personal information at registration. *See also Standard 21 on the protection of individual privacy.* Note: Center participation and service provision cannot be denied if a participant declines to provide any element of the requested registration information other than name and date of birth (or age).
- The following information is collected from each participant:

Name

Date of Birth (or age)

Social Security Number

Sex

Address

Zip code

Living Arrangements

Primary Language

Marital Status

Ethnicity

Veteran Status

Total Monthly Income

Impairments (Vision/Hearing and use of wheelchair, walker or cane)

Emergency Contact

Doctor

Compliance 19.2. The information collected at registration is entered into PDS (if PDS has been made available to the program) or on a Participant Information Form if PDS has not been made available.

Compliance 19.3. The participant is issued an Identification Card (PDS), if PDS has been made available (at no charge to the participant).

Compliance 19.4. The program has a system for updating participant information on an annual basis.

Compliance 19.5. Only active participants are registered.

- Participants who have not participated for more than one year (no services registered to the client in PDS) are terminated and archived in PDS. If paper files are maintained, their registrations are moved to an inactive file.

Compliance 19.6. Intake for specific services.

- *See standards for each service.*

STANDARD 20. The center has a comprehensive participant complaints/grievance procedure.

Compliance 20.1. Informal means. Informal expression of complaints is welcomed – for example, the director maintains an “open door” policy; membership meetings are scheduled regularly; drop-in complaint or suggestion boxes are utilized.

Compliance 20.2. Written Procedure.

- The center has a written policy and procedure that covers responses to the following categories of complaint or grievance:
 - Complaints about service denial (note that remedial action is not required if service is denied because of (a) funding restrictions; (b) ineligibility; (c) change in hours or program location; (d) client’s disruptive behavior as defined in the program’s House Rules).
 - Complaints about satisfaction issues (e.g. center services or staff)
 - Complaints about center members by other members.
- The written complaint/grievance procedures (or summary) are displayed in a prominent location at the site.
- If large groups of participants (more than 30%) do not speak English, the procedures are written in their languages.

Compliance 20.3. Procedure content. At a minimum, the written complaints/grievance procedure states:

- The name(s) and title(s), where applicable, of a clearly identified impartial third party, whether a staff member or group of participants and/or staff (e.g. grievance committee) with authority to make a binding decision on the grievance.

- That the complaint or grievance may be presented privately.
- That the complaint will be addressed promptly.
- That the complainant has the right to appeal to the program's Board of Directors
- That the complainant has the right to appeal the Board of Directors' decision to DFTA.
- That the complainant has the right to have all information and documentation relating to a complaint or grievance treated as a confidential matter unless disclosure is required by a court order or for program monitoring by an authorized agency.

Compliance 20.4. Documentation. Complete and dated records are maintained of all complaints/grievances and actions taken.

STANDARD 21. The center protects the privacy of individuals served.

Compliance 21.1. Explanation to Participants/Applicants for Service. Prior to registering the participant or completing an intake, the participant is informed of the following either in writing or orally:

- That personal information is requested to help the program provide the best service to the person and to help the funding agency assist all older persons.
- That personal information will be kept confidential although it will be shared with the program's funding source (DFTA) for purposes of program monitoring or reporting on service use.
- That the funding source (DFTA) will keep personal information confidential.
- That the funding source (DFTA) may contact clients by mail concerning their satisfaction with services.
- That no one who has an appropriate need for a service the center provides will be denied the service on the basis of information they supply.

Compliance 21.2. Physical Privacy. Every effort is made to ensure privacy when a staff person discusses personal matter with participants.

Compliance 21.3. Storage of Participant Information (Paper files)

- Only workers authorized to use program files have access to them.
- Files are quickly accessible at all times, and are not removed from the premises.
- Files are kept in a secure area.

Compliance 21.4. Storage of Participant Information (PDS)

Compliance 21.5. All employees who use PDS have been entered into the database and assigned appropriate individualized passwords and security levels based on their job responsibilities and need to know.

Compliance 21.6. The computer is kept in a locked room and/or protected from theft, damage, misuse or tampering.

Compliance 21.7. Any tapes or diskettes are stored in a secure drawer or cabinet when not in use.

Compliance 21.8. Discussion of client information with others/release of information to others

- All program staff and volunteers refrain from discussing personal information regarding an individual participant or client except:
 - with the client or other persons with whom they have been authorized by the client to discuss such information.
 - with other program staff in connection with providing services to the client or as part of supervision.
 - as required by court order.
 - in connection with program monitoring by federal, state and city agencies authorized to monitor the contractor's performance, or as required for program funding purposes.
- The program refuses requests from outside organizations or persons for lists of its participant/client names or other identifying information such as addresses and phone numbers, unless the request is authorized by DFTA.
- If the program shares any information about the client with other providers of service to the client, the program obtains and documents the client's consent (a written Release of Information, or documentation in the client's record of date and content of a telephone conversation in which the client or his/her authorized representative authorizes the release of information).

Compliance 21.9. Public Information Activities. Materials such as reports, press releases, videotapes, etc. produced by the program for public dissemination do not contain personally identifying data regarding any participant without his/her written consent.

Compliance 21.10. Participant Contributions. The amounts given by individuals as voluntary contributions for services is regarded as confidential information and protected in the same manner as other personal client data.

STANDARD 22. The center maintains confidentiality and accountability with regard to participant contributions.

Compliance 22.1. Contributions Collection – Center Procedures

- Contributions are collected on a daily basis.
- Participants directly deposit their contributions into a locked box through a slot (they do not hand it to a “monitor”) to ensure privacy about the amount given.
- The program may (not required to) accept Food Stamps upon proper certification by the local Food Stamps Office.
- Change is available prior to depositing their contribution in the box for those who want it (change is not taken out of the contributions box).
- No one is coerced into making a contribution.
- A staff person and either a program participant or program supervisor count contributions each day they are received.

Compliance 22.2. Contributions Collection – Procedures for Services that are not provided at the center.

- See service specific standards (e.g. Home-Delivered Meals; Transportation)

Compliance 22.3. Contributions Collection – Safeguards

- The two persons who count the contributions (and other payments) record the amount collected and certify the record by co-signing it.
- Contributions are kept in a secure location, and deposited regularly in the bank.
- Contributions are not taken home.
- The program maintains an audit trail of all incoming contributions.

STANDARD 23. The center has appropriate procedures for fire/accident prevention and emergency response.

Compliance 23.1. Fire or Other Evacuation Emergency/Emergency Prevention Procedures

- The program has a current Fire Inspection Report or a current Place of Assembly Permit.
- The program responds in a timely manner to any violations cited by the Fire Department or Building Department.
- The program has a written evacuation plan that has been developed in consultation with the local Fire Station for any situation requiring building evacuation. The plan includes:
 - The location of fire extinguishers.
 - The primary fire exits and alternative exits.

- The order in which groups should leave the building.
- Persons responsible for leading groups.
- Persons responsible for checking premises, including bathrooms.
- The destination of each group once outside.
- The written plan (or diagram) is posted in each room, office and public bulletin board.
- The program holds evacuation (fire) drills at least twice yearly.
- The program documents date and time of each evacuation drill, time needed to evacuate the building, and any problems.
- Each staff person and volunteer, where appropriate, is trained on and knows his or her responsibility in an evacuation emergency, including person(s) to notify.

Compliance 23.2. On Site Emergencies

- The program has a written plan that specifies individual staff responsibilities in dealing with accidents or medical emergencies. The plan includes what to do for the victim, what to do for other participants who witness the emergency, person(s) to notify, and any insurance or other forms that must be completed.
- The program has the telephone number of its local precinct.

Compliance 23.3. Emergencies on Group Trips

- The program has a written plan to deal with emergencies that occur on trips, such as accidents, medical emergencies, or the disappearance of a participant from the group.
- The written plan specifies what to do for the ill or injured individual; what do for the rest of the group; criteria for ending the trip and returning to the Center or program; person(s) to notify, and forms to complete.
- A staff person or volunteer who has been trained on emergency procedures accompanies each trip as the designated “leader,” and knows the exact population count.
- Before each group trip the designated leader checks that participants carry identification with them, and that they have the telephone number of the Center or program.
- Group trip participants are told that they must notify the group leader if they intend to leave the group for any reason.
- Mentally and/or physically frail participants are assigned “buddies” on group trips.
- The center appropriately reports and documents accidents and other incidents.

Compliance 23.4. Site Damage Emergencies/Site closings

- Any unscheduled closings are reported to DFTA, including weather-related closings, with the phone numbers of persons DFTA can contact, if necessary.
- Damage to the site (e.g. from floods, fire, excessive vandalism, etc.) that requires center closing is reported immediately to DFTA.

Compliance 23.5. Accident and Incident Recording and Reporting

- There is an accident/incident report on file for all significant accidents and incidents occurring during the year, including but not limited to: accidents or other participant emergencies, incidents of physical violence, facility emergencies such as flooding or fires, burglaries or forced entry; thefts, vandalism, etc.
- Accidents and incidents are reported appropriately to insurance companies or other regulatory bodies.
- Accidents or incidents involving serious injury or death of a participant are reported immediately to DFTA.
- If a participant is “lost” on a group trip, and her/his whereabouts cannot be ascertained, the incident is immediately reported to the program and to DFTA.

ADHERENCE TO TARGET POPULATIONS AND TARGET AREAS

STANDARD 24. The center program is targeted to eligible persons in greatest social and economic need, with particular attention to low-income minority persons.

Compliance 24.1. The number of age-eligible low-income minority persons, and/or persons in greatest social need served by the program is at least in proportion to their presence in the community districts served by the program. *Social need includes needs caused by non-economic factors including physical and mental abilities, language barriers, and cultural, social or geographic isolation, including that caused by racial or ethnic status.*

- Exception: The program has a specific target population.

STANDARD 25. Center participants are age-eligible.

Compliance 25.1. Participants are 60 years of age or older. *Note: Younger persons may be served when so specified in service standards (e.g. see congregate meals) or under the terms of agreements between DFTA and other governmental agencies.*

PHYSICAL ENVIRONMENT AND EQUIPMENT

STANDARD 26. The center facility is clean, well-maintained, pleasant and comfortable.

Compliance 26.1. Physical comfort

- Furnishings are comfortable, sturdy and safe.
- To the extent possible, illumination is adequate and glare avoided.
- Noise level is controlled to the extent possible, with sound deadening where necessary.
- Ventilation is as adequate as possible in all areas.
- To the extent possible, temperature is maintained within a comfortable range. Excessive drafts are eliminated.

Compliance 26.2. Program rooms and grounds

- All program rooms and grounds are kept clean.
- All program rooms and grounds are well-maintained.
- Paint and plaster is maintained in good condition (no serious breaks or cracks)

Compliance 26.3. Bathrooms

- Cleanliness is maintained.
- Ventilation is adequate.
- Windows are screened.
- Adequate supply of toilet tissue in appropriate dispensers.
- Adequate number of hand washing sinks with hot and cold running water, and soap or a filled liquid soap dispenser at each sink.
- Adequate supply of soap, and single use towels (unless mechanical hand drying devices are used).
- Toilets, urinals, sinks and any mechanical hand dryers are in working condition.
- Hand washing facilities are marked with “hand wash” signs.

STANDARD 27. The center facility is safe.

Compliance 27.1. Code Compliance. All code violations cited by the NYC Building, Fire, Health or Sanitation Departments are addressed and corrected as required by the Department issuing the citation.

Compliance 27.2. Certificate of Occupancy. The site has a Certificate of Occupancy issued by the New York City Building Department (The Certificate

of Occupancy certifies that the building is suitable for occupancy for the purpose for which it is being used).

- *Exception:* Buildings erected before 1938. However, if the building has been substantially altered, a Certificate is required.

Compliance 27.3. Place of Assembly Permit

- Each room capable of being occupied by 75 or more persons has a current Place of Assembly Permit issued by the NYC Building Department.
- The Permit is publicly posted.

Compliance 27.4. Exits and Exit Lights

- The site has two exits.
- Exit doors:
 - Have working exit lights to identify their location.
 - Are clearly identified as exits.
 - Open in the direction of exit travel. If premises are occupied by 75 or more persons, one exit leads directly outside while the second may lead to a rated corridor.
 - Are unobstructed and may be easily opened at all times when building is in use.
 - Do not require a key from the exiting side.

Compliance 27.5. Emergency Lighting. Rooms occupied by 75 or more persons have emergency lighting as specified in building code.

Compliance 27.6. Fire Preparedness

- If the site is not required to obtain a Place of Assembly Permit each year, the program requests an **annual fire inspection** through the local Firehouse.
- In facilities with elevators, **signs at each landing** show the location of the stairs in a diagram and instruct occupants to use the stairs in case of fire.
- Premises are equipped with **smoke detectors**.
- Premises are equipped with **fire extinguishers** as required by the Fire Department. Specifications of the type, number, placement and maintenance are obtained from the Bureau of Fire Prevention.
- Extinguishers are tagged with a current date of maintenance inspection (within six months).
- Extinguishers are of approved type.
- Decorations, drapes, curtains, scenery used in play production, etc. are **flame proofed** or made of fire-retardant fabric.
- Tables in the dining room provide **clear aisles** to the exits.

- **Combustible materials** are appropriately stored.
- **Smoking** is not permitted (“No Smoking” signs posted) or allowed only in designated areas that are ventilated in accordance with city regulations).

Compliance 27.7. Emergency first aid. First Aid Kits are visible and accessible to staff. Contents are replenished after use.

Compliance 27.8. Pest and Rodent Control

- There is no roach infestation, or infestation by other pests or rodents, in any program room, or in the kitchen, dining room, or bathroom.
- Insect infestation control is scheduled when participants not at center.

Compliance 27.9. Avoidance of safety hazards

- Stairs and passageways are well lighted.
- Stairs are equipped with non-skid treads, hand rails, etc.
- Hallways and areas leading to exists are free of obstructions and debris.
- Electric wires are covered.
- Window glass has no serious breaks or cracks.
- Flooring is safe – no broken, cracked, chipped loose tiles or planks
- Ceilings are safe – no extensive breaks, cracks, peeling or chipping in tiles, paint or plaster.
- Toxic substances are not accessible to participants.
- The site is litter free.

DOCUMENTATION AND RECORD KEEPING

STANDARD 28. The center maintains records in good order.

Compliance 28.1. If PDS has been made available to the program:

- New participants have been registered.
- Information about all participants is up-to-date.
- Information about participant terminations is up-to-date.
- Information about actual service(s) provided to each participant has been entered on a timely basis.
- The database is adequately and appropriately backed up.
- The database is e-mailed to DFTA, or diskettes are sent on a monthly basis, or as required by DFTA.

Compliance 28.2. Paper records are:

- Clear;
- Legible;
- Well-organized;
- Up-to-date.

STANDARD 29. Records and other documents are available for monitoring purposes.

Compliance 29.1. These include, but are not limited to, the following (as applicable):

- Documentation of any service denials and temporary exclusions, including actions taken and reasons (if applicable).
- Health Services Documentation (if applicable):
 - Signed Client Consent and Disclaimer Forms.
 - Non-Reimbursable Health and/or Medications Screening/Examination Form signed by Provider organizations.
 - Agreement with Provider of medical services.
- Each employee has a permanent file containing:
 - Documentation of orientation.
 - Signed job description/or statement that employee saw job description.
 - Job application or resume.
 - Other records relating to the hiring process, as applicable.

- Participant complaint/grievance records.
- Daily contributions records.
- Notice(s) of Code Violations and copies of response(s) to issuing agencies.
- Emergency Procedures
 - Fire and evacuation.
 - Record of Fire Drills.
 - On-site emergencies.
 - Trip and other off-site emergencies.
- Accident/Incident Records.

Compliance 29.2. Records are maintained for six years from the final (fiscal) closeout date of the contract year in which the activity took place. If any litigation, claim, audit, negotiation or other action involving the records has been started before the expiration of the six year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or for a six year period, whichever is longer.

GENERAL STANDARDS FOR NON-SENIOR CENTER PROGRAMS THAT PROVIDE SERVICES ON SITE

Non-Center programs that provide on-site services are those that do not provide congregate meals but may provide other services on site such as information and case assistance, non-senior center education/recreation, etc.

SCOPE

STANDARD 1. Services are available and accessible to all older persons in the program's service area.

Compliance 1.1. Within funding limits, the program serves any person sixty years or older who lives in the service area and meets service need criteria, without regard to place of residence, citizenship status, economic status, race, creed, disability, gender, sexual orientation, marital status or national origin.

Compliance 1.2. Service Refusal. Eligible seniors are not denied services provided by the program except for the following reasons:

- Funding not available.
- The individual is not appropriate or eligible for the service.
- The program cannot meet the individual's needs or another provider could more appropriately serve the individual.

Compliance 1.3. The program is able to provide its contracted services in the primary language of the majority of persons served.

Compliance 1.4. Respect for Participants.

- Director, staff and volunteers treat participants/clients with respect and courtesy.
- Complaints are handled with respect and attention.
- Director and staff listen to suggestions and recommendations from clients and/or staff.
- Director and staff clearly communicate program policies and procedures.

Compliance 1.5. Accessibility.

Compliance 1.6. The program is open the number of days budgeted.

- The program provides services during all budgeted hours of operation, unless otherwise stated in the program's response to DFTA's RFP or DFTA-approved updates.
- It is possible to talk with someone in charge via telephone during the hours of operation.

STANDARD 2. The program conducts community outreach.

Compliance 2.1. The program accomplishes at least one of the following during each year as outreach and/or to build community support for the program:

- Obtains media coverage for its program and/or services or other form of public recognition (e.g. from a civic, business, professional or philanthropic organization, an institution of higher learning, or other established community institution, etc.)
- Places at least one public information announcement or advertisement in the media.
- Engages in a specific, formal project with other organizations in the community to benefit the community as a whole or older persons in particular.
- Stations a representative at a Resources Fair designed for the general community.
- Designs (or has designed) a brochure or other promotional material.
- Distributes flyers or other promotional materials to places in the community, at a local street fair, or to residences.
- Posts program information at community sites such as libraries, post offices, supermarkets.
- Organizes door-to-door canvassing or a mass mailing of information about its services.
- Makes a presentation on the program/services at a public forum.
- Holds an Outreach Event to attract one or more under-served groups in the community.
- Makes a specific and demonstrable effort to attract older persons with special needs (e.g. vision or hearing impaired; frail older persons; developmentally disabled over 60; homeless, etc.).
- Makes a specific outreach effort (documented) to potential referral sources in the community.

Opportunity 2.1. The program can document that during the year it accomplished at least four of the above.

STANDARD 3. The program works with other providers and organizations in the community to foster coordination, minimize duplication of services, and facilitate senior access to resources.

Compliance 3.1. Community linkages. The program maintains effective linkages with other organizations and groups for purposes such as services

planning and coordination, information sharing, mutual referral, joint programming, senior advocacy, etc. as shown by one of the following:

- Board members, program participants and/or program staff serve on interagency councils, task forces or committees of government agencies, and/or community planning bodies (or regularly participate at meetings).
- Board members, program participants, and/or program staff testify at public hearings on aging issues and policies.
- The program regularly refers to, and receives referrals from, other local service providers.
- The program undertakes joint programming with other community organizations.
- The program has a letter of agreement with another provider of the same service to minimize duplication.
- The program coordinates funding proposals with other human services providers (not including programs of the sponsoring agency).
- The program works with other providers to update service directories or listings of available services.

Opportunity 3.1 The program can demonstrate that it maintains linkages through at least three of the above.

Compliance 3.2. Information provision. The program answers requests for information about resources, services and opportunities for seniors in the community, or provides the inquirer with the phone number of an appropriate information provider. *Not applicable to programs providing Information Service and/or Case Assistance Service.*

Opportunity 3.2. The program maintains a current resource file on local service providers. *Not applicable to programs providing Information Service and/or Case Assistance Service.*

STANDARD 4. The program enlists community support.

Compliance 4.1. The program enlists support for its services and activities from other organizations or institutions in the community in at least one of the following ways during the year:

- Person(s) affiliated with any of the following serve on the Board of Directors: community service organizations, community institutions, community businesses, community planning bodies, or government agencies in the community.
- Volunteers from the community or from organizations and institutions in the community assist at the program. Volunteers may include students or instructors at schools, universities or hospitals; employees or owners of banks or businesses; professionals in the community, etc.

- Organizations, institutions or businesses in the community provide any of the following types of assistance:
 - Marketing.
 - Fundraising.
 - Training for staff or seniors.
 - Use of space or facilities.
 - Equipment or materials.
 - Grant monies (e.g. a community grant)

Opportunity 4.1. *Each of the following is a separate opportunity:*

- More than one of the above (including sub-bullets).
- The program has written guidelines defining roles and responsibilities of volunteers from the community.
- The program conducts formal recognition events for volunteers.

STANDARD 5. The program is effectively administered.

Compliance 5.1. Communication. Staff are provided in a timely fashion with information needed for job performance, including but not limited to:

- Changed or new policies and procedures;
- DFTA's standards and requirements;
- Operational issues, problems, and concerns, as relevant.

Compliance 5.2. Daily oversight. Either the site director or her/his appropriate designate is at the site during the hours of operation each day.

Compliance 5.3. Relationship to sponsoring organization. The lines of communication and reporting are clear between the program's director and the following, as applicable:

- The sponsoring Board.
- Administrative staff of the sponsoring agency.
- Any relevant advisory committee of the sponsoring agency or its governing structure.
- Any other entity within the sponsoring agency or governing structure with responsibility for the program.

Compliance 5.4. Personnel Policies.

- The program has written personnel policies that adhere to city, state and federal regulations.
- The program's written personnel policies cover at minimum the areas underlined below.

- Where specific policies are required by DFTA for staff positions funded by DFTA (see bulleted provisions for staff positions below), they are incorporated in the personnel policies of the program.

Prohibition of Nepotism and Conflict of Interest

- No staff positions are filled by members of the sponsoring Board of Directors or by relatives of members of the sponsoring Board or of managerial or supervisory staff.
- No relative of an employee is hired to fill a staff position when the appointment might influence the work assignment, promotion, or compensation of the employee.

Work Schedule

- Full-time employees work a minimum of 35 hours per week exclusive of lunch breaks.
- Approved compensatory time (including authorized overtime) may accumulate at no less than one hour and no more than 20 hours.

Resignations

- Resigning staff members notify the Program Director and the Board of their intention in writing. The written resignation letter is included in the employee's personnel file.

Disciplinary Actions and Dismissals

- Dismissed or disciplined employee may appeal the decision before the Board of Directors. The Board's decision is final and binding. (The program may have a formal probationary period during which the employee does not have the rights to dismissal proceedings or grievance proceedings related to dismissal).
- Documentation regarding the procedure is maintained by the contractor and is available to DFTA when requested.
- Any employee involved in theft or inflicting bodily harm on another is suspended immediately without pay pending further investigation of the charges.
- Dismissed employees receive a report outlining reasons for termination of services.

Annual Leave

- Full-time employees (paid for under the DFTA contract) receive annual leave as determined in personnel policies of the program.
 - Paid annual leave does not exceed 20 days of annual leave for the contract year.
 - Maximum accrued for every month worked is 1-2/3 days of annual leave (may be less, depending on program's policies).

- Monthly accrual of annual leave is possible only after the employee has been in full-time status for at least 15 calendar days of the month.
- Part-time employees accrue annual leave pro-rated for the number of hours they work.
- DFTA funds are not used to pay for unused annual or sick leave from the preceding fiscal year if the program's contract is terminated.
- Employees who resign or are dismissed are paid for any unused leave.

Sick leave

- Sick leave is used only for personal illness or medical needs of the employee. Personnel policies state when a physician's note stating the nature of illness is required.
- Medical disability leave of an indeterminate length is certified by a physician on letterhead.
- Full-time employees accrue sick leave at the rate of one day per month. Part-time employees accrue sick leave on a pro-rated basis, in comparison to full time workers. Not more than 24 working days can be accrued as unused sick leave.
- If an employee's sick leave allowance is exhausted, absences due to illness may be deducted from any available accrued annual leave or compensatory time. Further absences due to illness are taken without pay.
- Persons who leave employment are not being paid for unused sick leave

Jury Duty

- The program pays the employee's salary for the period of court leave if the court does not pay the employee.

Military Service Leave

- The program grants any military leave required by law. Such leave is without pay. The employee submits documentation confirming the beginning and ending dates of such leave as far in advance of leave requested as possible.

Infant and Child Care Leave

- The program complies with the Family and Medical Leave Act of 1993 (FMLA) for persons employed at least twelve months plus 1,250 hours immediately preceding the start of the leave.
- Leave may be granted without pay to an employee who becomes a parent of an infant child up to four years of age by birth or adoption. Leave may commence at any time prior to the child's fourth birthday.

- Leave may not exceed 48 months commencing the day after all applicable leave with pay is exhausted. This leave is limited to one instance. All other child care leaves are limited to 36 months. Employees who request less than the 48 month leave or the 36 month leave may request up to 2 extensions (maximum extension is 6 months) provided the total leave does not exceed the maximum (48 or 36, whichever is applicable).

Grievances

- There is a written employee grievance procedure that allows employees to express grievances without fear of retribution or reprisal, settle disputes amicably and appeal decisions to the Board.
- Documentation regarding employee grievances is maintained and made available to DFTA upon request.

Benefits

- Employees are offered the benefits outlined in the program’s response to DFTA’s RFP.
- Employees are kept fully informed of available benefits, both mandatory and elective.

Staff Training and Development

- Employees are expected to attend training programs applicable to their job assignments as indicated by the Program Director.

STANDARD 6. The program complies with all contractual requirements.

Compliance 6.1. The program complies with all contract terms and responsibilities, including but not limited to insurance requirements, employment and other hiring requirements, records maintenance, etc.

STANDARD 7. The program complies with key federal, state and city requirements.

Compliance 7.1. Public funds are not used to support prohibited activities. Prohibited activities include:

- Religious worship, counseling or instruction.
- Solicitation by charitable groups (collecting funds for other organizations or programs) unless the group has written approval from the program director. This should not be confused with fundraising activities initiated by the clients/participants or sponsor to enhance the program.
- Verbal or written endorsement of products, services, or political candidates.
- Sale of commercial products or services

- Mailing or calling lists containing client names, addresses, telephone numbers, etc. are not given out.
- Individual vendors do not peddle their products or conduct sales on the premises. They may give instructional and educational talks on specific topics of concern to older persons – e.g., availability and use of home health equipment, medical equipment, or home aids. The presentations must be educational, not commercial, and must occur in a panel or at a health fair where other sellers of the same item are represented.
- Solicitation of votes:
 - Staff are not allowed to promote one political candidate over another.
 - Staff activities are consistent with prohibitions against participation in partisan activities.
 - Public officials may only visit the program at the invitation of the program director.
 - The program director schedules the visit to fit within daily activities and so that it is not disruptive in her/his reasonable judgment.
 - If the program permits any legally qualified candidate for any public office (including the current office holder) to visit the facility for political purposes, other candidates for the same office are allowed to visit for the same purpose, amount of time, number of appearances, time of day, etc. (The program is not obligated to inform other candidates, but only to respond to requests).

Compliance 7.2. The program gives due recognition to DFTA in printed program brochures, printed stationery, and on vehicles (DFTA recognition carries with it recognition of SOFA and the Administration on Aging).

Compliance 7.3. If the program voluntarily elects to provide health screening tests (provision of health screening is not part of contracted health promotion service):

- Tests are provided free of charge to any client who wishes to participate in the testing for the purpose of detecting possible health problems (they are not used to identify the cause of an individual's health problem or as part of ongoing treatment for an individual).
- No request is made at the time of screening or pursuant to the screening for Medicare, Medicaid, or personal insurance/identification numbers, or social security numbers.
- No third party reimbursement is claimed for services provided on site.
- Persons administering each test are trained program employees, students in a New York State approved training program, appropriately licensed and/or certified professionals, or authorized employees of organizations that are appropriately licensed and/or certified.

- No invasive procedures are conducted, including but not limited to incisions, surgical procedures, or the collection of blood, stool, or urine.
- No test or examination involves the use of sedatives.
- The site where the testing is done is sanitary.
- Each client signs a *Consent and Disclaimer Form* for each type of screening test in which the client participates (not each time same test is provided).
- All screening providers with the exception of program or sponsor employees, hired consultants, or members of the Department of Health sign a *Non-Reimbursable Health and/or Medications Screening/Examination Agreement*.
- Participants receive information about the nature of problems detected by the test, the significance of the results, the importance of taking action if results are abnormal or tentative, and options in providing care.
- The Provider informs each individual tested about test results.
- The Provider refers each person in need of follow-up to the person's own physician (or ophthalmologist, podiatrist, optometrist, etc.) or provides a list of three names of qualified Providers in the community. The list states in writing that the DFTA-funded program does not endorse any name on the list. It also states that there is no obligation to choose a name on the list.

Compliance 7.4. The program does not provide diagnostic services, primary care, therapies, or other types of treatment.

Exception: The provider of these services is a medical institution or clinic that is licensed by the State of New York to provide clinic services under the terms for Article 28 or Article 31 Certificate

STAFF APPROPRIATENESS AND CONTINUITY

STANDARD 8. The program has adequate personnel to perform contracted services.

Compliance 8.1. The program's staffing structure corresponds to the structure proposed in its response to DFTA's RFP.

Compliance 8.2. There is currently a director for the program who meets the qualifications proposed in the program's response to DFTA's RFP, or, if the position of director is vacant, satisfactory efforts are being made to recruit a director.

Compliance 8.3. *See also service specific standards.*

STANDARD 9. Staff understand their job responsibilities.

Compliance 9.1. Current job descriptions exist for each position, including title, minimum qualifications, duties and responsibilities, and salary or salary range.

Compliance 9.2. New staff sign a statement that they have read and understand their job descriptions.

Compliance 9.3. Staff function in the position for which they are being paid, and in accordance with their job descriptions and program personnel policies.

STANDARD 10. Staff (including administrators) are appropriately qualified.

Compliance 10.1. Staff and director meet DFTA's required minimum qualifications and any additional qualifications required by the program sponsor (as stated in response to DFTA's RFP).

STANDARD 11. Staff and volunteers are appropriately oriented and supervised.

Compliance 11.1. New staff and volunteers receive an orientation that covers the following, at minimum (*see also service specific standards*):

- Client rights (including rights to consideration, privacy, respect, and individual choice;
- Emergency procedures;
- Program policies and procedures (including personnel policies);
- Job functions and tasks.

Opportunity 11.1. *Each of the following is an opportunity:*

- In addition to providing orientation and appropriate training to its own staff, the program has provided at least one training session that included invited

staff from other programs (training provided or arranged by the program itself, not the program's sponsor).

- During the year the program director attends a training session or professional conference sponsored by an outside organization (may be DFTA).

Compliance 11.2. Designated staff attend any DFTA-mandated training.

Compliance 11.3. A designated staff person supervises volunteers.

Opportunity 11.3 During the year, at least one volunteer attends a training or professional conference in connection with his/her volunteer responsibilities.

PROCEDURES AND METHODS

STANDARD 12. The program has appropriate procedures for opening and closing client files.

Compliance 12.1. *See service specific standards for registering clients or for client screening/intake.*

Compliance 12.2. Clients are informed about the purpose for collecting personal basic/intake information and their right to privacy. *See also Standard 13.* Note: Service provision cannot be denied if a client declines to provide any element of the requested basic information other than name and date of birth (or age):

Compliance 12.3. Case Management Agency Referral. A record of referral is on file for each client managed by a case management agency and referred to the program.

- If the case management agency has electronically transferred the client's file, entry of basic and intake data in PDS is not required.

Compliance 12.4. Inactive clients are separated out from active clients, or terminated in PDS.

- If using PDS, clients who have not received services for more than one year (no actual services registered to the client in PDS) are terminated in PDS, and archived.
- If PDS is not available, files of clients who have not received services in more than one year are moved to an inactive file.

STANDARD 13. The program protects the privacy of individuals served.

Compliance 13.1. Explanation to Participants/Applicants for Service. Prior to completion of registration and/or intake, the participant/client is informed (explanation may be in writing or presented orally):

- That personal information is requested to help the program provide the best service to the person and to help the funding agency assist all older persons.
- That personal information will be kept confidential although it may be shared with the program's funding source (DFTA) for purposes of program monitoring or reporting on service use.
- That the funding source (DFTA) will keep personal information confidential.
- That the funding source (DFTA) may contact clients by phone or mail concerning their satisfaction with services.

- That service may not be denied other than for reasons of ineligibility (age) or service inappropriateness to the client's needs.

Compliance 13.2. Storage of Participant Information (Paper files)

- Only workers authorized to use program files have access to them.
- Client files are not removed from the premises and are always available to authorized personnel.
- Files are kept in a secure area.

Compliance 13.3. Storage of Participant Information (PDS)

- All employees who use PDS have been entered into the database and assigned appropriate security levels based on their job responsibilities and need to know, and individualized passwords.
- The computer is kept in a locked room and/or protected from theft, damage, misuse or tampering.
- Any tapes or diskettes are stored in a secure drawer or cabinet when not in use.

Compliance 13.4. Discussion of client information with others/release of information to others

- All program staff and volunteers refrain from discussing personal information regarding an individual participant or client except:
 - with the client or other persons with whom they have been authorized by the client to discuss such information.
 - with other program staff in connection with providing services to the client or as part of supervision.
 - as required by court order.
 - in connection with program monitoring by federal, state and city agencies authorized to monitor the contractor's performance, or as required by the funding source.
- The program refuses requests from outside organizations or persons for lists of its participant/client names or other identifying information such as addresses and phone numbers, unless the request is authorized by DFTA.
- If the program shares any information about the client with other providers of service to the client, the program obtains and documents the client's consent (a written Release of Information, or documentation in the client's record of date and content of a telephone conversation in which the client or his/her authorized representative authorizes the release of information). *See also Case Assistance Standards for Informed Client Consent.*

Compliance 13.5. Public Information Activities. Materials such as reports, press releases, videotapes, etc. produced by the program for public dissemination do not contain personally identifying data regarding any participant without his/her written consent.

Compliance 13.6. Client/Participant Contributions. The amounts given by individuals as voluntary contributions for services is regarded as confidential information and protected in the same manner as other personal client data.

STANDARD 14. The program has a comprehensive participant complaints/grievance procedure.

Compliance 14.1. Written Procedure

- The program has a written policy and procedure that covers how the following categories of complaint or grievance will be responded to:
 - Complaints about service denial (note that remedial action is not required if service is denied because of (a) funding restrictions; (b) ineligibility; (c) change in hours or program location.
 - Complaints about satisfaction issues (e.g. program services or staff).
- The written complaint/grievance procedures are given to clients.
- If large groups of participants (more than 30%) do not speak English, the procedures are written in their languages.

Compliance 14.2. Procedure content. At a minimum, the written complaints/grievance procedure states:

- The name(s) and title(s), where applicable, of a clearly identified impartial third party, with authority to make a binding decision on the grievance.
- That the complaint or grievance may be presented privately.
- That the complaint will be addressed promptly.
- That the complainant has the right to appeal to the program's Board of Directors
- That the complainant has the right to appeal the Board of Directors' decision to DFTA, and to receive assistance with drafting and filing the appeal if requested.
- That the complainant has the right to have all information and documentation relating to a complaint or grievance treated as a confidential matter unless disclosure is required by a court order or for program monitoring by an authorized agency.

Compliance 14.3. Documentation. Complete and dated records are maintained of all complaints/grievances and actions taken.

STANDARD 15. The program maintains confidentiality and accountability with regard to client contributions.

Compliance 15.1. Information about the amount of any contribution received from individuals is kept confidential.

Compliance 15.2. Contributions Collection – Safeguards

- A staff person and either a program participant or program supervisor count contributions (and fees, where applicable) each day they are received.
- The persons who count the contributions (and other payments) record the amount collected and certify the record by co-signing it.
- Contributions are kept in a safe location under lock and key, and deposited in the bank at least weekly.
- Contributions are not taken home.
- The program maintains an audit trail of all incoming contributions.

STANDARD 16. The program has appropriate procedures for fire/accident prevention and emergency response.

Compliance 16.1. Fire Prevention Procedures/Evacuation Procedures

- The program has a current Place of Assembly Permit if more than 75 persons are present in a room.
- The program responds in a timely manner to any violations cited in the Fire Department Report.
- Any materials that can catch fire are safely stored and used.
- A sufficient number of the correct type of fire extinguisher are strategically placed in rooms where combustible materials are used.
- The program has a written evacuation plan including location of fire extinguishers; primary exits, and alternative exits; persons responsible for leading groups outside; persons responsible for checking premises.

Compliance 16.2. On Site Emergencies

- The program has a written plan that specifies individual staff responsibilities in dealing with accidents or medical emergencies. The plan includes actions to be taken for the victim, actions to be taken for other participants who witness the emergency, persons to notify, and any insurance or other forms that must be completed.

Compliance 16.3. Emergencies on Group Trips

- If group trips are taken by participants, the program has a written plan to deal with emergencies that may occur, such as accidents, medical emergencies, or the disappearance of a participant from the group.
- The written plan specifies actions to be taken for the ill or injured individual; actions to be taken for the rest of the group; criteria for ending

the trip and returning to the program; persons to notify, and what forms to complete.

- A staff person or volunteer who has been trained on emergency procedures accompanies each trip as the designated “leader,” and knows the exact population count.
- Before each group trip the designated leader checks that participants carry identification with them, and that they have the telephone number of the program.
- Group trip participants are told that they must notify the group leader if they intend to leave the group for any reason.
- Mentally and/or physically frail participants are assigned “buddies” on group trips.

Compliance 16.4. Accident and Incident Reporting

- There is an accident/incident report on file for all significant accidents and incidents occurring while providing services during the year, including burglaries or forced entry; thefts, vandalism, etc.
- Accidents and incidents are reported appropriately to insurance companies or other regulatory bodies.
- Accidents or incidents involving serious injury or death of a participant are reported immediately to DFTA.
- If a participant is “lost” from a group trip, and her/his whereabouts cannot be ascertained, the incident is immediately reported to the program and to DFTA.

ADHERENCE TO TARGET POPULATIONS AND TARGET AREAS

STANDARD 17. The program is targeted to eligible persons in greatest social and economic need, with particular attention to low-income minority persons.

Compliance 17.1. The number of low-income minority persons and/or persons in greatest social need served by the program is at least in proportion to their presence in the community districts served by the program. Social need includes needs caused by non-economic factors including physical and mental abilities, language barriers, and cultural, social or geographic isolation, including that caused by racial or ethnic status.

Exception: *The program has a specific target population.*

Compliance 17.2. If the program has a specific target, it can demonstrate service to that group.

STANDARD 18. The program serves an appropriate population.

Compliance 18.1. Persons served by the program are 60 years of age and older.

Compliance 18.2. Persons served by the program meet criteria for service appropriateness (see standards for each service).

PHYSICAL ENVIRONMENT AND EQUIPMENT

STANDARD 19. The program facility is clean and well maintained.

Compliance 19.1. All program rooms are kept clean and well maintained.

Opportunity 19.1. The program makes a demonstrable effort to make program rooms appealing and attractive to older persons – e.g. posters on the walls, plants, attractive bulletin boards, comfortable furniture.

Compliance 19.2. There is no roach infestation, or infestation by other pests or rodents, in any program room, or bathroom.

Compliance 19.3. Insect infestation control is scheduled when participants not at center.

STANDARD 20. The program facility is safe.

Compliance 20.1. Code Compliance. All code violations cited by the NYC Building, Fire, Health or Sanitation Departments are addressed and corrected as required by the Department issuing the citation.

Opportunity 20.1. Place of Assembly Permit

- Each room capable of being occupied by 75 or more persons has a current Place of Assembly Permit issued by the NYC Building Department.
- The Permit is publicly posted.

Compliance 20.2. Exits and Exit Lights

- The site has two exits.
- Exit doors:
 - Have working exit lights to identify their location.
 - Are clearly identified as exits.
 - Open in the direction of exit travel. If premises are occupied by 75 or more persons, one exit leads directly outside while the second may lead to a rated corridor.
 - Are unobstructed and may be easily opened at all times when building is in use.
 - Do not require a key from the exiting side.

Compliance 20.3. Fire Preparedness

- Premises are equipped with **smoke detectors**.
- Premises are equipped with **fire extinguishers** as required by the Fire Department. Specifications of the type, number, placement and maintenance are obtained from the Bureau of Fire Prevention.

- Extinguishers are tagged with a current date of last maintenance inspection (within six months).
- Extinguishers are of approved type.
- Decorations, drapes, curtains, scenery used in play production, etc. are **flame proofed** or made of fire-retardant fabric.
- **Combustible materials** are appropriately stored.
- **Smoking** is not permitted (“No Smoking” signs posted) or allowed only in designated areas that are ventilated in accordance with city regulations).

Compliance 20.4. Avoidance of safety hazards

- Stairs and passageways are well lighted.
- Stairs are equipped with non-skid treads, hand rails, etc.
- Hallways and areas leading to exits are free of obstructions and debris.
- Electric wires are covered.
- Window glass has no serious breaks or cracks.
- Flooring is safe – no broken, cracked, chipped loose tiles or planks
- Ceilings are safe – no extensive breaks, cracks, peeling or chipping in tiles, paint or plaster.
- Toxic substances are not accessible to participants.
- The site is litter free.

DOCUMENTATION AND RECORD KEEPING

STANDARD 21. The program maintains records in good order.

Compliance 21.1. If PDS has been made available to the program:

- New participants/clients have been registered.
- Information about all participants/clients is up-to-date.
- Information about participant/client terminations is up-to-date.
- Information about actual service(s) provided to each participant/client has been entered on a timely basis.
- The database is adequately and appropriately backed up.
- The database is e-mailed to DFTA, or diskettes are sent on a monthly basis, or as required by DFTA.

Compliance 21.2. Paper records are:

- Clear.
- Legible.
- Well-organized.
- Up-to-date.

STANDARD 22. Records and other documents are available for monitoring purposes.

Compliance 22.1. These include, but are not limited to, the following (as applicable):

- Documentation of service denials and temporary exclusions, including actions taken and reasons (if applicable).
- Health Services Documentation (if applicable).
 - Signed Client Consent and Disclaimer Forms.
 - Non-Reimbursable Health and/or Medications Screening/Examination Form signed by Provider organizations.
 - Agreement with Provider of medical services.
- Each employee has a permanent file containing
 - Documentation of Orientation.
 - Documentation that employee saw Job Description.
 - Job application or resume.
 - Other records relating to the hiring process, as applicable.

- Client complaint/grievance records.
- Contributions records, if applicable.
- Emergency Procedures.
- Accident/Incident Records.

Compliance 22.2. Records are maintained for six years from the final (fiscal) closeout date of the contract year in which the activity took place. If any litigation, claim, audit, negotiation or other action involving the records has been started before the expiration of the six year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or for a six year period, whichever is longer.

GENERAL STANDARDS FOR PROGRAMS THAT PROVIDE SERVICES OFF SITE ONLY

Programs that provide services off site include case management agencies, home care agencies, programs that provide transportation only, home-delivered meals only, or only such services as escort, friendly visiting, telephone reassurance, intergenerational, etc.

SCOPE

STANDARD 1. Services are available and accessible to all eligible older persons in the program's service area.

Compliance 1.1. If the program does its own client finding:

- Within funding limitations, the program serves any person sixty years or older who lives in the service area and is appropriate for the service (meets eligibility requirements), without regard to place of residence, citizenship status, economic status, race, creed, disability, gender, sexual orientation, marital status or national origin.
- The program follows service specific standards for maintaining a waiting list when service is not available.

Compliance 1.2. Service Refusal. Eligible seniors are not denied service except for the following reasons:

- Funding not available.
- The individual is not appropriate for the service.
- The program cannot meet an individual's needs or another provider could more appropriately serve the individual.

Compliance 1.3. The program is able to provide services in the primary language spoken by the majority of its clients/participants.

Compliance 1.4. Respect for Clients

- Director, staff and volunteers treat clients with respect.
- Complaints are handled with respect and attention.
- Director and staff listen to suggestions and recommendations from clients and concerned others.
- Director and staff clearly communicate program policies and procedures.

Compliance 1.5. Accessibility

- The program is open the number of days budgeted.
- The program provides services during all budgeted hours of operation, unless otherwise stated in the program's response to DFTA's RFP or subsequent updates.

Compliance 1.6. It is possible to talk with someone in charge during hours of operation.

STANDARD 2. The program conducts community outreach.

Compliance 2.1. The program accomplishes at least one of the following during each year as outreach to potential clients and/or to build community support:

- Obtains media coverage for its services or other public recognition (e.g. from a civic, business, professional or philanthropic organization, an institution of higher learning, or other established community institution).
- Places at least one public information announcement or advertisement in the media.
- Engages in a specific, formal project with other community organizations to benefit the community at large or older persons.
- Stations a representative at a Resources Fair designed for the general community.
- Designs (or has designed) a brochure or other promotional material.
- Distributes flyers or other promotional materials to places in the community or to residences.
- Organizes door-to-door canvassing or a mass mailing of information about its services.
- Makes a specific outreach effort to attract one or more under-served groups in the community.
- Makes a specific outreach effort to older persons with special needs (e.g. vision or hearing impaired; developmentally disabled over 60; homeless, etc.).
- Makes a specific outreach effort (documented) to potential referral sources in the community.

Opportunity 2.1. The program can document that during the year it accomplished at least four of the above.

STANDARD 3. The program works with other providers and organizations in the community to foster coordination and minimize duplication of effort.

Compliance 3.1. Community linkages. The program maintains effective linkages with other organizations and groups for purposes such as services planning and coordination, information sharing, mutual referral, joint programming, senior advocacy, etc. as shown by one of the following:

- Board members or program staff serve on interagency councils, task forces or committees of government agencies, and/or community planning bodies (or regularly participate at meetings).

- Board members, program staff, or program clients testify at public hearings on aging issues and policies.
- The program regularly refers to, and receives referrals from, other local service providers.
- The program undertakes joint programming with other community organizations.
- The program has a letter of agreement with another provider of the same service to minimize duplication.
- The program coordinates funding proposals with other human services providers (not including programs of the sponsoring agency).
- The program works with other providers to update service directories or listings of available services.

Opportunity 3.1. The program can demonstrate that it maintains linkages through at least three of the above.

Compliance 3.2. Information provision.

- The program answers requests for information about resources, services and opportunities for seniors in the community or refers to an appropriate information provider. Note: *Service specific standards apply to programs providing Case Management.*

Opportunity 3.2. The program maintains a comprehensive and up-to-date resource file on local service providers and resources. *This opportunity is not available to case management agencies.*

STANDARD 4. The program enlists community support.

Compliance 4.1. The program enlists support for its services and activities from other organizations or institutions in the community in at least one of the following ways during the year:

- Person(s) affiliated with any of the following serve on the Board of Directors: other community service organizations, community institutions or businesses, community planning bodies or government agencies.
- Volunteers from the community or from organizations and institutions in the community assist at the program. Volunteers may include students or instructors at schools, universities or hospitals; employees or owners of banks or businesses; professionals in the community, etc.
- Organizations, institutions or businesses in the community provide any of the following types of assistance:
 - Marketing.
 - Fundraising.
 - training for staff.

- space or facilities.
- equipment or materials.
- grants (e.g. a community grant).

Opportunity 4.1. *Each of the following is a separate opportunity:*

- More than one of the above.
- If volunteers are used, the program has written guidelines defining roles and responsibilities of volunteers.
- If volunteers are used, the program conducts formal recognition events for volunteers.

STANDARD 5. The program provides participants with the opportunity to voluntarily and confidentially contribute to the cost of services, where appropriate.

Compliance 5.1. Contributions Collection – Appropriate Services. Services for which contributions are requested are congregate meals, home-delivered meals, escort, home care, shopping assistance/chore service, transportation, and residential repair.

STANDARD 6. The program is effectively administered.

Compliance 6.1. Communication. Staff are provided in a timely fashion with information needed for job performance, including but not limited to:

- Changed or new policies and procedures.
- DFTA’s standards and requirements.
- Operational issues, problems, and concerns, as relevant.

Compliance 6.2. Daily oversight. Either the program director or her/his appropriate designate is at the site during the hours of operation.

Compliance 6.3. Relationship to sponsoring organization. The lines of communication and reporting are clear between the program’s director and the following, as applicable:

- The sponsoring Board.
- Administrative staff of the sponsoring agency.
- Any relevant advisory committee of the sponsoring agency or its governing structure.
- Any other entity within the sponsoring agency or governing structure with responsibility for the program.

Compliance 6.4. Personnel Policies

- The program has written personnel policies that adhere to city, state and federal regulations.
- The program's written personnel policies cover at minimum the areas underlined below.
- Where specific policies are required by DFTA for DFTA-funded employees (see bulleted provisions below), the program incorporates them in its personnel policies.

Prohibition of Nepotism and Conflict of Interest

- No staff positions are filled by members of the sponsoring Board of Directors or by relatives of members of the sponsoring Board or of managerial or supervisory staff.
- No relative of an employee is hired to fill a staff position when the appointment might influence the work assignment, promotion, or compensation of the employee.

Work Schedule

- Full-time employees work a minimum of 35 hours per week exclusive of lunch breaks.
- Approved compensatory time (including authorized overtime) may accumulate at no less than one hour and no more than 20 hours.

Resignations

- Resigning staff members notify the Program Director and the Board of their intention in writing. The written resignation letter is included in the employee's personnel file.

Disciplinary Actions and Dismissals

- Dismissed or disciplined employee may appeal the decision before the Board of Directors. The Board's decision is final and binding. *The program's sponsor may designate a formal probationary period during which the employee does not have the rights to dismissal proceedings or grievance proceedings related to dismissal.*
- Documentation regarding the procedure is maintain by the contractor and is available to DFTA when requested.
- Any employee involved in theft or inflicting bodily harm on another is suspended immediately without pay pending further investigation of the charges.
- Dismissed employees receive a report outlining reasons for termination of services.

Annual Leave

- Full-time employees (paid for under the DFTA contract) receive annual leave as determined in personnel policies of the program.
 - Paid annual leave does not exceed 20 days per contract year.
 - Maximum accrued for every month worked is 1-2/3 days of annual leave (may be less, depending on program's policies).
 - Monthly accrual of annual leave is possible only after the employee has been in full-time status for at least 15 calendar days of the month.
- Part-time employees accrue annual leave pro-rated for the number of hours they work.
- The program has a stated policy regarding accrual of annual leave. However, DFTA will not pay for unused annual or sick leave from the preceding fiscal year if the program's contract is terminated.
- Employees who resign or are dismissed are paid for any unused leave.

Sick leave

- Sick leave is used only for personal illness or medical needs of the employee. Personnel policies state when a physician's note stating the nature of illness is required.
- Medical disability leave of an indeterminate length is certified by a physician on letterhead.
- Full-time employees accrue sick leave at the rate of one day per month. Part-time employees working a minimum of 17 ½ hours accrue sick leave on a pro-rated basis, in comparison to full time workers. Not more than 24 working days can be accrued as unused sick leave.
- If an employee's sick leave allowance is exhausted, absences due to illness may be deducted from any available accrued annual leave or compensatory time. Further absences due to illness are taken without pay.
- Persons who leave employment are not paid for unused sick leave.

Jury Duty

- The program pays the employee's salary for the period of court leave if the court does not pay the employee.

Military Service Leave

- The program grants any military leave required by law. Such leave is without pay. The employee submits documentation confirming the beginning and ending dates of such leave as far in advance of leave requested as possible.

Infant and Child Care Leave

- The program complies with the Family and Medical Leave Act of 1993 (FMLA) for persons employed at least twelve months plus 1,250 hours immediately preceding the start of the leave.
- Leave may be granted without pay to an employee who becomes a parent of an infant child up to four years of age by birth or adoption. Leave may commence at any time prior to the child's fourth birthday.
- Leave may not exceed 48 months commencing the day after all applicable leave with pay is exhausted. This leave is limited to one instance. All other child care leaves are limited to 36 months. Employees who request less than the 48 month leave or the 36 month leave may request up to 2 extensions (maximum extension is 6 months) provided the total leave does not exceed the maximum (48 or 36, whichever is applicable).

Grievances

- There is a written employee grievance procedure that allows employees to express grievances without fear of retribution or reprisal, settle disputes amicably and appeal decisions to the Board.
- Documentation regarding employee grievances is maintained and made available to DFTA upon request.

Benefits

- Employees are offered the benefits outlined in the program's response to DFTA's RFP.
- Employees are kept fully informed of available benefits, both mandatory and elective.

Staff Training and Development

- Employees are expected to attend training programs applicable to their job assignments as indicated by the Program Director.

STANDARD 7. The program complies with all contractual requirements.

Compliance 7.1. The program complies with all contract terms and responsibilities, including but not limited to insurance requirements, employment and other hiring requirements, records maintenance, etc.

STANDARD 8. The program complies with key federal, state and city requirements.

Compliance 8.1. Public funds are not used to support prohibited activities. Prohibited activities include:

- Religious worship, counseling or instruction.

- Solicitation by charitable groups (collecting funds for other organizations or programs). This should not be confused with fundraising activities to enhance the program.
- Verbal or written endorsement of products, services, or political candidates.
- Sale of commercial products or services. Lists of client names, addresses, telephone numbers may not be given out.
- Solicitation of votes:
 - Staff are not allowed to promote one political candidate over another are prohibited.
 - Staff activities are consistent with prohibitions against participation in partisan activities.

Compliance 8.2. The program gives due recognition to DFTA in printed program brochures, printed stationery, and on vehicles (DFTA recognition carries with it recognition of SOFA and the Administration on Aging).

Compliance 8.3. If the program voluntarily elects to provide health screening tests to clients in their homes (and the program does not have a contract to provide health promotion service):

- Tests are provided free of charge to any client who wishes to participate in the testing for the purpose of detecting possible health problems (they are not used to diagnose an individual's health problem or as part of ongoing treatment for an individual).
- No request is made for Medicare, Medicaid, or personal insurance/identification numbers, or social security numbers.
- No third party reimbursement is claimed for services provided on site.
- Persons administering each test are trained program employees, senior volunteers trained by DFTA, students in a New York State approved training program, appropriately licensed and/or certified professionals, or authorized employees of organizations that are appropriately licensed and/or certified.
- No invasive procedures are conducted, including but not limited to incisions, surgical procedures, or the collection of blood, stool, or urine.
- No test or examination involves the use of sedatives.
- The place where the testing is done is sanitary.
- Each client signs a *Consent and Disclaimer Form* for each type of screening test in which the client participates (not each time same test is provided).
- All providers of screening tests sign *Non-Reimbursable Health and/or Medications Screening/Examination Agreement* with the exception of

program or sponsor employees, hired consultants, or members of the Department of Health.

- Participants receive information about the nature of problems detected by the test, the significance of the results, the importance of taking action if results are abnormal or tentative, and options in providing care.
- The Provider informs each individual tested about test results.
- The Provider refers each person in need of follow-up to the person's own physician (or ophthalmologist, podiatrist, optometrist, etc.) or provides a list of three names of qualified Providers in the community. The list states in writing that the DFTA-funded program does not endorse any name on the list. It also states that there is no obligation to choose a name on the list.

Compliance 8.4. The program does not provide (through staff, consultants, volunteers or on a sub-contract basis) diagnostic services or primary care, including therapies or other types of treatment (e.g. foot care).

STAFF APPROPRIATENESS AND CONTINUITY

STANDARD 9. The program has adequate personnel to perform contracted services.

Compliance 9.1. The program's staffing structure corresponds to the structure proposed in its response to DFTA's RFP (or DFTA-approved updates).

Compliance 9.2. There is currently a director for the program who meets the qualifications proposed in the program's response to DFTA's RFP, or if the position of director is vacant, satisfactory efforts are being made to recruit a director.

Compliance 9.3. *See also service specific standards.*

STANDARD 10. Staff understand their job responsibilities.

Compliance 10.1. Current job descriptions exist for each position, including title, minimum qualifications, duties and responsibilities, and salary or salary range.

Compliance 10.2. New staff sign a statement that they have read and understand their job descriptions.

Compliance 10.3. Staff function in the position for which they are being paid, and in accordance with their job descriptions and program personnel policies.

STANDARD 11. Staff (including administrators) are appropriately qualified.

Compliance 11.1. Staff and director meet DFTA's required minimum qualifications and any additional qualifications stated in the program's response to DFTA's RFP.

STANDARD 12. Staff and volunteers are appropriately oriented, trained and supervised.

Compliance 12.1. New staff and volunteers receive an orientation that covers, at minimum (see also specific service standards):

- Client rights (including rights to consideration, dignity, individuality and choice);
- Emergency procedures;
- Program policies and procedures (including personnel policies);
- Job functions and tasks.

Opportunity 12.1. *Each of the following is an opportunity:*

- During the year, the program itself has offered training attended not only by its own staff but also staff from other programs (this does not apply to situations where the program served as host for its sponsoring agency to provide a training).
- During the year the program director attends a training session or professional conference sponsored by an outside organization (may be DFTA).

Compliance 12.2. Designated staff attend mandated DFTA training.

Compliance 12.3. A designated staff person supervises volunteers.

PROCEDURES AND METHODS

STANDARD 13. The program has appropriate procedures for closing cases.

Compliance 13.1. Inactive clients are separated out from active clients, or terminated in PDS.

- If the program uses PDS, clients who have not received services for more than one year (no actual services registered to the client in PDS) are terminated in PDS, and archived.
- If PDS is not available, files of clients who have not received services in more than one year are moved to an inactive file.

STANDARD 14. The program has a comprehensive participant complaints/grievance procedure.

Compliance 14.1. Written Procedure

- The program has a written policy and procedure describing its response to the following categories of complaint or grievance:
 - Complaints about service denial (note that remedial action is not required if service is denied because of (a) funding restrictions; (b) ineligibility; (c) change in hours or program location.
 - Complaints about satisfaction issues (e.g. program services or staff).
- The written complaint/grievance procedures are given to clients.
- If large groups of clients (more than 30%) do not speak English, the procedures are written in their languages.

Compliance 14.2. Procedure content. At a minimum, the written complaints/grievance procedure states:

- The name(s) and title(s), where applicable, of a clearly identified impartial third party, with authority to make a binding decision on the grievance.
- That the complaint or grievance may be presented privately.
- That the complaint will be addressed promptly.
- That the complainant has the right to appeal to the program's Board of Directors.
- That the complainant has the right to appeal the Board of Directors' decision to DFTA, and to receive assistance with drafting and filing the appeal if requested.
- That the complainant has the right to have all information and documentation relating to a complaint or grievance treated as a confidential matter unless disclosure is required by a court order or for program monitoring by an authorized agency.

Compliance 14.3. Documentation. Complete and dated records are maintained of all complaints/grievances and actions taken.

STANDARD 15. The program protects the right to privacy of individuals served.

Compliance 15.1. Explanation to Participants/Applicants for Service. Prior to completion of intake for a service, the client is informed in writing or orally:

- That personal information is requested to help the program provide the best service to the person and to help the funding agency assist all older persons;
- That personal information will be kept confidential although it will be shared with the program's funding source (DFTA);
- That the funding source will not identify the person in any information it uses for monitoring, reporting, research or other purposes;
- That the funding source may contact the person concerning satisfaction with services received.
- That the service may not be denied other than for reasons of ineligibility or service inappropriateness to the client's needs.

Compliance 15.2. Storage of Participant Information (Paper files)

- Only workers authorized to use program files have access to them.
- Client files are not removed from the premises and are always available to authorized personnel.
- Files are kept in a secure area.

Compliance 15.3. Storage of Participant Information (PDS)

- All employees who use PDS have been entered into the database and assigned appropriate security levels based on their job responsibilities and need to know, and individualized passwords.
- The computer is kept in a locked room and/or protected from theft, damage, misuse or tampering.
- Any tapes or diskettes are stored in a secure drawer or cabinet when not in use.

Compliance 15.4. Discussion of client information with others/release of information to others

- All program staff and volunteers refrain from discussing personal information regarding an individual participant or client except:
 - with the client or other persons with whom they have been authorized by the client to discuss such information.
 - with other program staff in connection with providing services to the client or as part of supervision.

- as required by court order.
- in connection with program monitoring by federal, state and city agencies authorized to monitor the contractor's performance or as required for funding purposes by the City, State, or Federal government.
- The program refuses requests from outside organizations or persons for lists of its participant/client names or other identifying information about the persons it serves (for example, addresses, phone numbers) unless the request is authorized by DFTA.
- If the program shares any information about the client with other providers of service to the client, the program obtains and documents the client's consent (a written Release of Information, or documentation in the client's record of date and content of a telephone conversation in which the client or his/her authorized representative authorizes the release of information).

Compliance 15.5. Public Information Activities. Materials such as reports, press releases, videotapes, etc. produced by the program for public dissemination do not contain personally identifying data regarding any participant without his/her written consent.

Compliance 15.6. Client Contributions. The amounts given by individuals as voluntary contributions for services is regarded as confidential information and protected in the same manner as other personal client data.

STANDARD 16. The program maintains confidentiality and accountability with regard to client contributions/fees.

Compliance 16.1. Information about the amount of contribution received from individuals is kept confidential.

Compliance 16.2. Contributions/fees Collection

- See service specific standards (e.g. Home-Delivered Meals; Transportation; Home Care)

Compliance 16.3. Contributions/fees Collection – Safeguards

- A staff person and either a program participant or program supervisor count contributions (and fees, where applicable) each day they are received.
- The persons who count the contributions (and other payments) record the amount collected and certify the record by co-signing it.
- Contributions/fees are kept in a safe location, and deposited in the bank regularly.
- Contributions/fees are not taken home.
- The program maintains an audit trail of all incoming contributions/fees.

STANDARD 17. The program has appropriate procedures for accident prevention and emergency response.

Compliance 17.1. Written procedures cover staff response when an accident or emergency occurs while service is being provided to a client.

Compliance 17.2. If a worker (or administrator in response to information provided by an on-site worker) calls 911 in response to an accident or emergency, the worker stays with the client until 911 is on the scene.

STANDARD 18. Accidents and other incidents are appropriately reported and documented.

Compliance 18.1. There is an accident/incident report on file for all significant accidents and incidents occurring while providing services during the year, including burglaries or forced entry; thefts, vandalism, etc.

Compliance 18.2. Accidents and incidents are reported appropriately to insurance companies or other regulatory bodies.

Compliance 18.3. Accidents or incidents involving serious injury or death of a participant are reported immediately to DFTA.

ADHERENCE TO TARGET POPULATIONS AND TARGET AREAS

STANDARD 19. The program is targeted to persons aged 60 and over in greatest social and economic need, with particular attention to low-income minority persons.

Compliance 19.1. If program does its own case finding, the number of low-income minority persons and/or persons in greatest social need served by the program is at least equal to their proportional representation in the community district's served by the program. Social need includes needs caused by non-economic factors including physical and mental abilities, language barriers, and cultural, social or geographic isolation, including that caused by racial or ethnic status.

Exception: *The program has a specific target population.*

Compliance 19.2. If the program has a specific target, it can demonstrate service to that group.

STANDARD 20. The program serves an appropriate population.

Compliance 20.1. Persons served by the program are 60 years of age and older.

Compliance 20.2. Persons served by the program meet service-specific standards for service appropriateness.

PHYSICAL ENVIRONMENT AND EQUIPMENT

STANDARD 21. The site is physically safe.

Compliance 21.1. Avoidance of safety hazards

- Stairs and passageways are well lighted.
- Non-carpeted stairs are equipped with non-skid treads, handrails, etc.
- Hallways and areas leading to exits are free of obstructions and debris.
- Electric wires are covered.
- Window glass has no serious breaks or cracks.
- Flooring is safe – no broken, cracked, chipped loose tiles or planks.
- Ceilings are safe – no extensive breaks, cracks, peeling or chipping in tiles, paint or plaster.

DOCUMENTATION AND RECORD KEEPING

STANDARD 22. The program maintains records in good order.

Compliance 22.1. If PDS has been made available to the program:

- New clients have been entered.
- Information about all clients is up-to-date.
- Information about client terminations is up-to-date.
- Information about actual service(s) provided to each client has been entered on a timely basis.
- The database is adequately and appropriately backed up.
- The database is e-mailed to DFTA, or diskettes are sent on a monthly basis, or as required by DFTA.

Compliance 22.2. Paper records are:

- Clear.
- Legible.
- Well-organized.
- Up-to-date.

STANDARD 23. Records and other documents are available for monitoring purposes.

Compliance 23.1. These include, but are not limited to, the following (as applicable):

- Documentation of service denials and temporary exclusions, including actions taken and reasons (if applicable).
- Health Services Documentation (if applicable).
 - Signed Client Consent and Disclaimer Forms.
 - Non-Reimbursable Health and/or Medications Screening/Examination Form signed by Provider organizations.
- Each employee has a permanent file containing
 - Documentation of Orientation.
 - Documentation that employee saw Job Description.
 - Job application or resume.
 - Other records relating to the hiring process, as applicable.
- Client complaint/grievance records.
- Contributions records, if applicable.

- Emergency Procedures.
- Accident/Incident Records.

Compliance 23.2. Records are maintained for six years from the final (fiscal) closeout date of the contract year in which the activity took place. If any litigation, claim, audit, negotiation or other action involving the records has been started before the expiration of the six year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or for a six year period, whichever is longer.

GENERAL STANDARDS FOR NON-CENTER PROGRAMS THAT SHARE A SITE WITH ANOTHER DFTA PROGRAM

Non-Center Programs that share a site with another DFTA program are programs where another DFTA program is responsible for facility maintenance and “hosts” the smaller unit within its site.

SCOPE

STANDARD 1. Services are available and accessible to all eligible older persons in the program’s service area.

Compliance 1.1. If the program does its own client finding:

- Within funding limitations, the program serves any person sixty years or older who lives in the service area and meets the program’s criteria for service need, without regard to place of residence, citizenship status, economic status, race, creed, disability, gender, sexual orientation, marital status or national origin.

Compliance 1.2. Service Refusal. Eligible seniors are not denied service except for the following reasons:

- Funding not available.
- The individual is not appropriate for the service.
- The program cannot meet an individual’s needs or another provider could more appropriately serve the individual.

Compliance 1.3. Respect for Clients.

- Director, staff and volunteers treat clients with respect.
- Complaints are handled with respect and attention.
- Director and staff listen to suggestions and recommendations from clients and concerned others.
- Director and staff clearly communicate program policies and procedures.

Compliance 1.4. Accessibility.

- The program is open the number of days budgeted.
- The program provides services during all budgeted hours of operation, unless otherwise stated in the program’s response to DFTA’s RFP or subsequent updates.
- It is possible to talk with someone in charge via telephone during all hours of operation.

STANDARD 2. The program conducts community outreach.

Compliance 2.1. The program accomplishes at least one of the following during each year as outreach and/or to build community support:

- Obtains media coverage for its services or other form of public recognition (e.g. from a civic, business, professional or philanthropic organization, institution of higher learning, or other community institution).
- Places at least one public information announcement or advertisement in the media.
- Engages in a specific, formal project with other community organizations to benefit the community at large or older persons in particular.
- Stations a representative at a Resources Fair designed for the general community.
- Designs (or has designed) a brochure or other promotional material.
- Distributes flyers or other promotional materials to places in the community or to residences.
- Organizes door-to-door canvassing or a mass mailing of information about its services.
- Makes a specific outreach effort to an under-served population in the community.
- Makes a specific outreach effort to older persons with special needs (e.g. vision or hearing impaired; developmentally disabled over 60; homeless, etc.).
- Makes a specific outreach effort (documented) to potential referral sources in the community.

Opportunity 2.1. The program can document that during the year it accomplished at least four of the above.

STANDARD 3. The program works with other providers and organizations in the community to foster coordination and minimize duplication of effort.

Compliance 3.1. Community linkages. The program maintains effective linkages with other organizations and groups for purposes such as services planning and coordination, information sharing, mutual referral, joint programming, senior advocacy, etc. as shown by one of the following:

- Board members or program staff serve on interagency councils, task forces or committees of government agencies, and/or community planning bodies (or regularly participate at meetings).
- Board members, program staff, or program clients testify at public hearings on aging issues and policies.

- The program regularly refers to, and receives referrals from, other local service providers.
- The program undertakes joint programming with other community organizations.
- The program has a letter of agreement with another provider of the same service to minimize duplication.
- The program coordinates funding proposals with other human services providers (not including programs of the sponsoring agency).
- The program works with other providers to update service directories or listings of available services.

Opportunity 3.1. The program can demonstrate that it maintains linkages through at least three of the above.

STANDARD 4. The program is effectively administered.

Compliance 4.1. Communication. Staff are provided in a timely fashion with information needed for job performance, including but not limited to:

- Changed or new policies and procedures.
- DFTA's standards and requirements.
- Operational issues, problems, and concerns, as relevant.

Compliance 4.2. Daily oversight. Either the program director or her/his appropriate designate is at the site during the hours of operation.

Compliance 4.3. Relationship to sponsoring organization. The lines of communication and reporting are clear between the program's director and the following, as applicable:

- The sponsoring Board.
- Administrative staff of the sponsoring agency.
- Any relevant advisory committee of the sponsoring agency or its governing structure.
- Any other entity within the sponsoring agency or governing structure with responsibility for the program.

Compliance 4.4. Personnel Policies

- The program has written personnel policies that adhere to city, state and federal regulations.
- The program's written personnel policies cover at minimum the areas underlined below.
- Where specific policies are required by DFTA for DFTA-paid employees (see bulleted provisions below), the program incorporates them in its personnel policies.

Prohibition of Nepotism and Conflict of Interest

- No staff positions are filled by members of the sponsoring Board of Directors or by relatives of members of the sponsoring Board or of managerial or supervisory staff.
- No staff position is filled by a relative of an employee when the appointment might influence the work assignment, promotion, or compensation of the employee.

Work Schedule

- Full-time employees work a minimum of 35 hours per week exclusive of lunch breaks.
- Approved compensatory time (including authorized overtime) may accumulate at no less than one hour and no more than 20 hours.

Resignations

- Resigning staff members notify the Program Director and the Board of their intention in writing. The written resignation letter is included in the employee's personnel file.

Disciplinary Actions and Dismissals

- Dismissed or disciplined employee may appeal the decision before the Board of Directors. The Board's decision is final and binding. *The program's sponsor may designate a formal probationary period during which the employee does not have the rights to dismissal proceedings or grievance proceedings related to dismissal.*
- Documentation regarding the procedure is maintain by the contractor and is available to DFTA when requested.
- Any employee involved in theft or inflicting bodily harm on another is suspended immediately without pay pending further investigation of the charges.
- Dismissed employees receive a report outlining reasons for termination of services.

Annual Leave

- Full-time employees (paid for under DFTA contract) receive annual leave as determined in personnel policies of the program.
 - Paid annual leave does not exceed 20 days per contract year.
 - Maximum accrued for every month worked (full time employees) is 1-2/3 days of annual leave. Monthly accrual of annual leave is possible only after the employee has been in full-time status for at least 15 calendar days of the month.
- Part-time employees accrue annual leave pro-rated for the number of hours they work.

- The program has a stated policy regarding accrual of annual leave. However, DFTA will not pay for unused annual or sick leave from the preceding fiscal year if the program's contract is terminated.
- Employees who resign or are dismissed are paid for any unused leave.

Sick leave

- Sick leave is used only for personal illness or medical needs of the employee. Personnel policies state when a physician's note stating the nature of illness is required.
- Medical disability leave of an indeterminate length is certified by a physician on letterhead.
- Full-time employees accrue sick leave at the rate of one day per month. Part-time employees working a minimum of 17 ½ hours accrue sick leave on a pro-rated basis, in comparison to full time workers. Not more than 24 working days can be accrued as unused sick leave.
- If an employee's sick leave allowance is exhausted, absences due to illness may be deducted from any available accrued annual leave or compensatory time. Further absences due to illness are taken without pay.
- Persons who leave employment are not paid for unused sick leave

Jury Duty

- The program pays the employee's salary for the period of court leave if the court does not pay the employee.

Military Service Leave

- The program grants any military leave required by law. Such leave is without pay. The employee submits documentation confirming the beginning and ending dates of such leave as far in advance of leave requested as possible.

Infant and Child Care Leave

- The program complies with the Family and Medical Leave Act of 1993 (FMLA) for persons employed at least twelve months plus 1,250 hours immediately preceding the start of the leave.
- Leave may be granted without pay to an employee who becomes a parent of an infant child up to four years of age by birth or adoption. Leave may commence at any time prior to the child's fourth birthday.
- Leave may not exceed 48 months commencing the day after all applicable leave with pay is exhausted. This leave is limited to one instance. All other childcare leaves are limited to 36 months. Employees who request less than the 48-month leave or the 36 month leave may request up to 2 extensions (maximum extension is 6 months) provided the total leave does not exceed the maximum (48 or 36, whichever is applicable).

Grievances

- There is a written employee grievance procedure that allows employees to express grievances without fear of retribution or reprisal, settle disputes amicably and appeal decisions to the Board.
- Documentation regarding employee grievances is maintained and made available to DFTA upon request.

Benefits

- Employees are offered the benefits outlined in the program's response to DFTA's RFP.
- Employees are kept fully informed of available benefits, both mandatory and elective.

Staff Training and Development

- Employees are expected to attend training programs applicable to their job assignments as indicated by the Program Director.

STANDARD 5. The program complies with all contractual requirements.

Compliance 5.1. The program complies with all contract terms and responsibilities, including but not limited to insurance requirements, employment and other hiring requirements, records maintenance, etc.

STANDARD 6. The program complies with key federal, state and city requirements.

Compliance 6.1. Public funds are not used to support prohibited activities. Prohibited activities include:

- Religious worship, counseling or instruction.
- Solicitation by charitable groups (collecting funds for other organizations or programs). This should not be confused with fundraising activities to enhance the program.
- Endorsement of products, services, or political candidates.
- Sale of commercial products or services: Names, addresses, or other identifying information from participants may not be given out for the purpose of sales solicitation.
- Solicitation of votes:
 - Staff do not promote one political candidate over another.
 - Staff activities are consistent with prohibitions against participation in partisan activities.

Compliance 6.2. The program gives due recognition to DFTA in printed program brochures, printed stationery, and on vehicles (DFTA recognition carries with it recognition of SOFA and the Administration on Aging).

STAFF APPROPRIATENESS AND CONTINUITY

STANDARD 7. The program has adequate personnel to perform contracted services.

Compliance 7.1. The program's staffing structure corresponds to the structure proposed in its response to DFTA's RFP.

Compliance 7.2. There is currently a director for the program who meets the qualifications proposed in the program's response to DFTA's RFP, or, if the position of director is vacant, satisfactory efforts are being made to recruit a director.

Compliance 7.3. *See also service specific standards.*

STANDARD 8. Staff understand their job responsibilities.

Compliance 8.1. Current job descriptions exist for each position, including title, minimum qualifications, duties and responsibilities, and salary or salary range.

Compliance 8.2. New staff sign a statement that they have read and understand their job descriptions.

Compliance 8.3. Staff function in the position for which they are being paid, and in accordance with their job descriptions and program personnel policies.

STANDARD 9. Staff (including administrators) are appropriately qualified.

Compliance 9.1. Staff and director meet DFTA's required minimum qualifications and any additional qualifications stated in the program's response to DFTA's RFP.

STANDARD 10. Staff and volunteers are appropriately oriented and supervised.

Compliance 10.1. New staff and volunteers receive an orientation that covers, at minimum:

- Client rights;
- Emergency procedures;
- Program policies and procedures, including personnel policies;
- Job functions and tasks.

Compliance 10.2. Appropriate staff attend all DFTA-mandated trainings.

Compliance 10.3. A designated staff person supervises volunteers.

Opportunity 10.3. During the year, at least one volunteer attends a training or professional conference in connection with his/her volunteer responsibilities.

PROCEDURES AND METHODS

STANDARD 11. The program has appropriate procedures for opening and closing client files.

Compliance 11.1. *See service specific standards for registering clients or for client screening/intake.*

Compliance 11.2. Clients are informed about the purpose for collecting personal basic/intake information and their right to privacy. *See also Standard 12.* Note: Service provision cannot be denied if a client declines to provide any element of the requested basic information other than name and date of birth (or age):

Compliance 11.3. Inactive clients are separated out from active clients, or terminated in PDS.

- If the program uses PDS, clients who have not received services for more than one year (no actual services registered to the client in PDS) are terminated in PDS, and archived.
- If PDS is not available, files of clients who have not received services in more than one year are moved to an inactive file.

STANDARD 12. The program protects the right to privacy of individuals served.

Compliance 12.1. Explanation to Participants/Applicants for Service. Prior to completion of registration and/or intake, the participant/client is informed (explanation may be in writing or presented orally):

- That personal information provided at registration is necessary to help the program provide the best service to the person and to help the funding agency assist all older persons.
- That personal information will be kept confidential although it will be shared with the program's funding source (DFTA).
- That the funding source will not identify the person in any information it uses for monitoring, reporting, research or other purposes.
- That the funding source may contact the person concerning satisfaction with services received.
- That no one will be denied service on the basis of information they supply (other than age).

Compliance 12.2. Storage of Participant Information (Paper files)

- Only workers authorized to use program files have access to them.
- Files are available to authorized personnel at all time and are not removed from the premises.

- Files are kept in a secure area.

Compliance 12.3. Storage of Participant Information (PDS)

- All employees who use PDS have been entered into the database and assigned appropriate security levels based on their job responsibilities and need to know, and individualized passwords.
- The computer is kept in a locked room and/or protected from theft, damage, misuse or tampering.
- Any tapes or diskettes are stored in a secure drawer or cabinet when not in use.

Compliance 12.4. Discussion of client information with others/release of information to others

- All program staff and volunteers refrain from discussing personal information regarding an individual participant or client except:
 - with the client or other persons with whom they have been authorized by the client to discuss such information.
 - with other program staff in connection with providing services to the client or as part of supervision.
 - as required by court order.
 - in connection with program monitoring by federal, state and city agencies authorized to monitor the contractor's performance or as required for funding purposes by the City, State, or Federal government.
- The program refuses requests from outside organizations or persons for lists of its participant/client names or other identifying information about the persons it serves (for example, addresses, phone numbers) unless the request is authorized by DFTA.
- If the program shares any information about the client with other providers of service to the client, the program obtains and documents the client's consent (a written Release of Information, or documentation in the client's record of date and content of a telephone conversation in which the client or his/her authorized representative authorizes the release of information).

Compliance 12.5. Public Information Activities. Materials such as reports, press releases, videotapes, etc. produced by the program for public dissemination do not contain personally identifying data regarding any participant without his/her written consent.

Compliance 12.6. Participant Contributions. The amounts given by individuals as voluntary contributions for services is regarded as confidential information and protected in the same manner as other personal client data.

STANDARD 13. The program has a comprehensive participant complaints/grievance procedure.

Compliance 13.1. Written Procedure

- The program has a written policy and procedure describing its response to the following categories of complaint or grievance:
 - Complaints about service denial (note that remedial action is not required if service is denied because of (a) funding restrictions; (b) ineligibility; (c) change in hours or program location).
 - Complaints about satisfaction issues (e.g. program services or staff).
- The written complaint/grievance procedures are given to clients.
- If large groups of participants (more than 30%) do not speak English, the procedures are written in their languages.

Compliance 13.2. Procedure content. At a minimum, the written complaints/grievance procedure states:

- The name(s) and title(s), where applicable, of a clearly identified impartial third party, with authority to make a binding decision on the grievance.
- That the complaint or grievance may be presented privately.
- That the complaint will be addressed promptly.
- That the complainant has the right to appeal to the program's Board of Directors.
- That the complainant has the right to appeal the Board of Directors' decision to DFTA, and to receive assistance with drafting and filing the appeal if requested.
- That the complainant has the right to have all information and documentation relating to a complaint or grievance treated as a confidential matter unless disclosure is required by a court order or for program monitoring by an authorized agency.

Compliance 13.3. Documentation. Complete and dated records are maintained of all complaints/grievances and actions taken.

STANDARD 14. The program maintains confidentiality and accountability with regard to client contributions.

Compliance 14.1. Information about the amount of contribution received from individuals is kept confidential.

Compliance 14.2. Contributions Collection See service specific standards (e.g. Home-Delivered Meals; Transportation).

Compliance 14.3. Contributions Collection – Safeguards

- A staff person and either a program participant or program supervisor count contributions (and fees, where applicable) each day they are received.
- The persons who count the contributions (and other payments) record the amount collected and certify the record by co-signing it.
- Contributions are kept in a safe location, and deposited in the bank at least weekly.
- Contributions are not taken home.
- The program maintains an audit trail of all incoming contributions.

STANDARD 15. The program has procedures for preventing and responding to accidents and emergencies.

Compliance 15.1. Written procedures cover staff response when an accident or emergency occurs while service is being provided to a client.

STANDARD 16. Accidents and other incidents are appropriately reported and documented.

Compliance 16.1. There is an accident/incident report on file for all significant accidents and incidents occurring while providing services during the year, including burglaries or forced entry; thefts, vandalism, etc.

Compliance 16.2. Accidents and incidents are reported appropriately to insurance companies or other regulatory bodies.

Compliance 16.3. Accidents or incidents involving serious injury or death of a participant are reported immediately to DFTA.

ADHERENCE TO TARGET POPULATIONS AND TARGET AREAS

STANDARD 17. The program serves an appropriate population.

Compliance 17.1. The program serves the population it proposed to serve in its response to DFTA's RFP.

Compliance 17.2. Persons served by the program are 60 years of age or older.

Compliance 17.3. Persons served by the program meet the criteria for service appropriateness (see standards for each service).

DOCUMENTATION AND RECORD KEEPING

STANDARD 18. Records are maintained in good order.

Compliance 18.1. If PDS has been made available to the program:

- New participants/clients have been registered.
- Information about all participants/clients is up-to-date.
- Information about participant/client terminations is up-to-date.
- Information about actual service(s) provided to each participant/client has been entered on a timely basis.
- The database is adequately and appropriately backed up.
- The database is e-mailed to DFTA, or diskettes are sent on a monthly basis, or as required by DFTA.

Compliance 18.2. Paper records are:

- Clear.
- Legible.
- Well-organized.
- Up-to-date.

STANDARD 19. Records and other documentation are available for monitoring purposes.

Compliance 19.1. These include, but are not limited to, the following (as applicable):

- Service records (e.g. logs).
- Documentation of service denials and temporary exclusions, including actions taken and reasons (if applicable).
- Employee Records containing:
 - Documentation of Orientation.
 - Documentation that employee saw job description.
 - Job application or resume.
 - Other records relating to the hiring process, as applicable.
- Client complaint/grievance records.
- Contributions records, if applicable.
- Emergency Procedures.
- Accident/Incident Records.

Compliance 19.2. Records are maintained for six years from the final (fiscal) closeout date of the contract year in which the activity took place. If any litigation, claim, audit, negotiation or other action involving the records has been started before the expiration of the six year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or for a six year period, whichever is longer.