



**Department for  
the Aging**

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# Home-Delivered Meals Programs

## Standards of Operation and Scope of Services

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*Based on standards set by the New York City Department for the Aging and the New York State Office for the Aging.*

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## Introduction

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The purpose of the Home-Delivered Meals (HDM) program is to maintain or improve the nutritional status of older New Yorkers who are unable to prepare meals. This document outlines policies for HDM providers for operating their programs, collaborating with Case Management Agencies (CMAs) and DFTA, and responding to emergency circumstances. It also provides policies regarding performance expectations and reporting.

These Standards are applicable to all DFTA-funded Home-Delivered Meals (HDM) programs. HDMs are also required to adhere to DFTA's General Standards of Operation, NYC Food Standards, and other federal, state, and local laws and regulations established to ensure that meal recipients are offered nutritious and balanced meals.

**The term “provider” throughout this document refers to the Home-Delivered Meals (HDM) provider.**

## Section 1. Eligibility and Target Population

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### **Standard 1:**      **Eligibility**

**Compliance 1.1.** A Home-Delivered Meals client is a New York City resident who meets the following criteria:

- Is 60 years of age or older;
- Is unable to attend a congregate meals site due to accident, illness or frailty;
- Lacks formal or informal supports (family, friends or neighbors) who can regularly provide meals;
- Is able to live safely at home if home delivered meals services are provided.
- Is unable to prepare meals due to at least one of the following:
  - Lacks adequate cooking facility, such as refrigerator or stove;
  - Lacks knowledge or skills to prepare meals;
  - Is unable to safely prepare meals;
  - Is unable to shop or cook.

Note: When it is in the best interest of the older person receiving a DFTA-funded home delivered meal, DFTA-funded meals may also be provided to: (1) the client's spouse or domestic partner regardless of age (under 60) or physical condition, and (2) a disabled individual(s) under 60 years of age living in the same household as the client.

### **Standard 2:**      **Target Population**

**Compliance 2.1.** The provider shall target the following persons:

- Minorities – persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. (Persons who identify as 2 or More Races or who identify as other than white may be included);
- Low-Income – incomes at or below 150% of the Federal Poverty Level;
- Frail – Has one or more functional deficits in physical or mental functions;
- Vulnerable – Socially or linguistically isolated, or affected by other conditions including the following:
  - Limited English Proficiency (LEP);
  - Persons with disabilities;
  - At risk of institutionalization;
  - Lesbian, gay, bisexual, transgender (LGBT) older adults;
  - Low literacy.

## Section 2. Client Service

Client service covers the general scope of service and the procedures for all interactions with HDM clients.

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### **Standard 3:**      **Authorization and Enrollment of Clients**

**Compliance 3.1. Clients new to HDM.** Clients can access HDM by contacting the CMA or HDM provider to request meals. If the HDM opts to undertake this role, they must let DFTA know prior to undertaking so training can be provided. Client eligibility is determined through the use of the CMA/HDM intake form which is shared by both programs. Completion of this form is the first step in authorizing clients for meals. After completing the client Intake, the provider shall make a referral within 3 days.

**Compliance 3.2. Clients Authorized by the CMA.** For clients authorized by the CMA, the Meal Delivery Plan is utilized to refer a client for HDM. This form is also shared by the CMA and HDM, although the CMA is limited to indicating:

1. Cross-streets
2. Special Delivery Instructions
3. Services type (weekday, 6<sup>th</sup> meal, 7<sup>th</sup> meal)
4. Diet type (e.g. hot regular, frozen regular, frozen kosher, Chinese).

Upon receipt of this referral, HDM shall complete in the client tracking system.

1. Effective start date for each meal type.
2. Planned number of meals delivered per day.
3. Funding source.
4. Delivery route client is assigned to.

**Compliance 3.3. Case Managed Clients.** Within 3 days from receipt of the referral from the CMA, the provider shall begin meal service. (The CMA will perform an in-home assessment of clients within 10 days of the initial intake to fully assess clients' needs and determine ongoing eligibility for HDM). The provider shall inform the CMA when the provider reaches the maximum number of clients that it can serve within its contract budget, and conversely, when the provider has capacity to serve new client(s).

**Compliance 3.4. Intake Completed by HDM.** The provider shall refer to the CMA for a home assessment any client that receives an intake. This referral to CMA should occur within 2 days of the intake. The client can receive meals during this time. At the time of the CMA initial assessment, if they find the client is no longer eligible, they will send a termination referral.

### **Compliance 3.5. Non-DFTA Customers.**

- The provider may provide HDM services through a fee-for-service arrangement or through alternative funding sources to customers not enrolled in HDM program with DFTA approval.
- The provider shall not use DFTA funds to subsidize or fund meal service for non-DFTA customers, although DFTA-funded vehicles may be used for this purpose, provided DFTA approves.
- The provider shall not commingle the reporting of DFTA-contracted meals and non-DFTA-funded meals.

### **Standard 4:**      **Providing a Meal - Scope**

**Compliance 4.1.** The provider shall deliver meals to the client following a schedule agreed upon by the client, the provider, and the CMA if applicable. All delivery schedules must meet safety requirements.

**Compliance 4.2.** The provider shall operate a total of at least 250 days per year. If due to a weather emergency a program needs to be closed but delivers an extra meal prior to the closure, DFTA will consider delivery of that meal towards the 250 days of operations.

**Compliance 4.3.** The provider shall provide clients with a list of scheduled holiday closings at the onset of HDM service. Thereafter, the provider shall give the client the dates of holiday closings at least annually. The provider shall give a reminder within 30 days prior to any approaching holiday regarding any changes in service.

**Compliance 4.4.** A client is On-Hold if he or she has requested to have his or her meal service suspended for 90 days or less. If the meal suspension is to last more than three days, the provider shall direct the client to inform his/her CMA (if applicable) and shall also inform the CMA about the client's request.

**Compliance 4.5.** In the event that a client requests a one-day on hold, the provider may, at its discretion, deliver an extra meal the day before the planned suspension.

## **Standard 5: Information for the Client**

**Compliance 5.1.** Within 5 business days of client enrollment in HDM service, the provider shall give each client an information package in writing which shall, at a minimum, include:

- The provider's phone number;
- The timeframe for delivery;
- The contributions policy and procedures for collecting contributions;
- The provider's complaint procedures;
- How the client may report the non-delivery of meal(s);
- How the client shall be notified of service delays or closings;
- How the client should notify the provider if she/he will not be home to receive a meal on a particular day;
- Instructions on proper food handling, including, but not limited to, re-heating and storage instructions, specific to the type of meal being received by the client; and
- Menu for assigned meal type.

**Compliance 5.2.** The provider shall update the information package as needed and redistribute to the client when updated.

**Compliance 5.3.** The provider shall give existing clients and the CMA copies of the approved menus at least 30 days prior to meal delivery (For new clients, see Standard 5.1).

**Compliance 5.4.** The provider shall give clients the opportunity to offer input on meal planning and service on an ongoing basis, but at minimum twice a year. The provider shall retain documentation, as per contractual agreement, of these opportunities, the input received, and any actions taken as a result of the input.

## **Standard 6: Termination of Meal Service**

**Compliance 6.1.** The CMA makes all determinations regarding termination of HDM client.

**Compliance 6.2.** The provider shall terminate HDM service upon receiving the referral through the client tracking system from the CMA on the specified termination date. This may also be known as the END DATE.

**Compliance 6.3.** The provider shall maintain the client's record in DFTA's client tracking system and secure any paper documentation for 6 years following termination. If the client resumes services after termination, a new registration can be opened in the client tracking system.

## **Standard 7: Coordination with Case Management Agencies (CMAs)**

**Compliance 7.1.** The provider shall have a protocol in place to ensure regular communication with the CMA. Appropriate forms of communication include staff meetings with the CMA, telephone and electronic mail, Memorandums of Understanding, letters, etc.

**Compliance 7.2.** The provider shall meet with the CMA at least quarterly.

## **Section 3. Delivery of Meals**

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### **Standard 8: Face-to-Face Interaction**

**Compliance 8.1.** The provider shall deliver all meals directly to the client.

**Compliance 8.2.** The deliverer shall report to his/her supervisor any changes observed in a client's physical health, mental status, support or environmental situation, and/or any possible hazards or dangers to the client. The deliverer shall make these reports to the supervisor immediately.

**Compliance 8.3.** The supervisor shall report any concerns immediately to the client's CMA and maintain documentation on all conversations.

**Compliance 8.4.** The deliverer shall not leave meals in apartment building lobbies (with doormen, superintendents, porters, etc.), in front of client's door, or in any other manner besides a face-to-face encounter, while observing proper social distancing protocols when in place. This is to ensure that the safe temperature of meals is maintained.

**8.4.1. Exceptions (e.g. delivery to a neighbor):** In an exceptional circumstance, as determined by the CMA, the client may request delivery to a neighbor or to someone else in the building. The client may request such exception no more than three times a year. The client must make this request through the CMA, who shall document the request. These exceptions can be made only if the CMA can verify that food safety can be maintained. The deliverer then may give the meal to the designated person in a face-to-face encounter and shall provide the person with appropriate written food-handling instructions for the meal(s).

**8.4.2. Standing Exceptions:** Only the referring CMA may authorize ongoing delivery to someone other than the client due to extraordinary circumstances. Standing exceptions can only be made if the CMA can verify that food safety can be maintained.

**8.4.3.** If the deliverer observes any deviation from who the authorized receiver of the meal is, the deliverer shall immediately notify his or her supervisor after delivery is made. The provider shall then confirm with the Case Management Agency if any authorized changes have been made before continuing any deliveries.

**Compliance 8.5.** The deliverer shall not have keys to any client's home or building. Clients should provide building access to the deliverer or arrange for someone else on site to admit the deliverer.

## **Standard 9: Procedures for Emergencies and "No Answers"**

**Compliance 9.1.** The provider shall develop emergency response and follow up procedures for HDM delivery staff and supervisors.

**Compliance 9.2. Emergencies:** If the deliverer finds the client in a situation requiring emergency action (e.g. client is unconscious or appears gravely ill):

- The deliverer shall immediately call 911 to report the emergency.
- The deliverer shall contact his/her supervisor for further instructions.
- The supervisor shall inform the client's CM the same day.
- If the deliverer is making a delivery on a weekend or holiday when the CMA is closed, the provider shall contact the client's emergency contact(s) directly.
- The provider shall notify DFTA immediately about all emergency situations.

**Compliance 9.3.** The provider shall have a protocol that further documents its response to the client emergency.

**Compliance 9.4. No Answer:** If the deliverer cannot make direct contact with the client or ascertain the client's whereabouts:

- The deliverer shall indicate this status in the HDM App.
- The deliverer and/or supervisor shall telephone the client. If the supervisor cannot reach the client by phone, then s/he shall notify the client's CM that day and the CMA will contact the client's designated emergency contact.
- If the meal is delivered on the weekend, the provider shall notify the client's designated emergency contact.
- The delivery shall indicate "no answer" in the HDM app. Single hot, cold (cold/chilled/ fresh chilled), and frozen meals may be delivered as an extra meal to the next person on the route. Frozen meals may be returned to the provider for re-delivery if the meals stay frozen and the provider has capacity to ensure the safe storage of the frozen meals.

## **Standard 10: Delivery Time Frame**

**Compliance 10.1.** The provider shall deliver the meal to the client within a specified timeframe, which the client is made aware of.

**Compliance 10.2.** The provider shall alert the client if the delivery cannot be made within the allotted time frame.

## **Standard 11: Routing and Route Sheets**

**Compliance 11.1.** The provider shall create routes in the client tracking system and assign each client to a designated route.

**Compliance 11.2.** The provider shall document any changes to the client's route information in the client tracking system.

**Compliance 11.3.** The provider shall have a system in place to ensure that clients are not assigned to multiple routes.

**Compliance 11.4.** The route sheet shall include the following general information:

- The name of the deliverer(s);
- The route name used by the provider for the particular route covered; and
- The start and end time of the route.

**Compliance 11.5. HDM APP:** The route sheet will include the following delivery information for each client on the route:

- The client's name;
- The client's address, including apartment number; and
- Any special instructions for delivery that a deliverer unfamiliar with the route (such as a new or substitute deliverer) might need in order to successfully deliver the meal to that client (e.g., "Takes client time to answer the door because he uses a walker.")

## **Standard 12: Time and Temperature of the Last Meal**

**Compliance 12.1.** The provider shall maintain the temperature of the last frozen meal on the route at 0°F or below.

**Compliance 12.2.** The provider shall maintain the temperature of the last meal on the route at a minimum of 140°F for hot food and a maximum of 40°F for cold food.

**Compliance 12.3.** The provider shall test the temperature of the last meal on each route at least monthly, using a sample meal included for the purpose of testing. The provider shall document the time and temperature in writing and promptly make it available to DFTA upon request on the time and temperature log.

**Compliance 12.4.** If the sampled temperatures do not fall within the requirements above, the provider shall document the controls and corrections implemented in writing and promptly make them available to DFTA upon request.

## **Standard 13: Vehicles**

**Compliance 13.1.** The provider shall register their vehicles with the DMV as often as necessary and shall, upon request, provide the City with evidence of such registration.

**Compliance 13.2.** The provider shall make all necessary adjustments, repairs and replacements during the contract period, as necessary, so that the vehicles pass the requisite annual DMV inspections.

**Compliance 13.3.** The provider shall, at its sole cost and expense, maintain the insurance coverage in the minimum limits and for the periods, as required in its contract.

**Compliance 13.4.** The provider must maintain Commercial General Liability insurance, written on an "occurrence" basis and not a "claims made" basis, protecting against all liability for bodily injury, death, personal injury and property damage, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for any policy year, and designating the provider as "named insured" and the DFTA as "additional insured".

**Compliance 13.5.** Automobile insurance shall insure against (i) bodily injury liability, (ii) medical payments, no-fault or personal injury protection coverage, (iii) uninsured motorists coverage, (iv) comprehensive physical damage coverage, (v) collision coverage, and (vi) property damage liability with limits as reasonably designated by the City from time to time



but in any event with limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with respect to personal and bodily injury, death and property damage and which shall designate the City as additional insured and loss payee.

**Compliance 13.6.** The provider, at its sole cost and expense, shall keep the vehicle(s) in good condition and working order, ordinary wear and tear from proper use excepted.

**Compliance 13.7.** To protect against theft and vandalism, the provider must always park and operate the vehicle(s) out of its business premises or an alternate secured location during the Performance Term. Notwithstanding the foregoing, any vehicle(s) may be temporarily parked away from the business premises or alternate secured location for maintenance or repair.

**Compliance 13.8.** The provider shall permit DFTA to inspect the vehicle(s) from time to time during normal business hours as DFTA deems necessary.

**Compliance 13.9.** The provider shall have a contingency plan for delivery of HDM, in the event that the vehicle(s) must be removed from service.

**Compliance 13.10.** The provider shall use vehicle(s) solely for the purpose of the contract - to deliver home delivered meals.

**Compliance 13.11.** The provider shall not transfer ownership or control (by sale, lease or any other means) of vehicle(s) to any person or entity without DFTA's prior written permission.

## **Section 4. Food Preparation**

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### **Standard 14: Meal and Menu Standards**

**Compliance 14.1.** The provider shall deliver to each client a meal that meets one-third of the Dietary Reference Intakes (DRI) and that adheres to Dietary Guidelines for Americans, NYSOFA guidelines, and the New York City Agency Food Standards (attached as Appendix B).

**Compliance 14.2.** The provider shall submit menus through DFTA's web-based menu application, Simple Servings, for review and approval. Menus shall be planned in six-week cycles and submitted to DFTA on a quarterly or six-month basis.

**Compliance 14.3.** The provider shall receive DFTA's approval before using the menu.

**Compliance 14.4.** The provider shall implement any menu changes required by DFTA, including those to ensure adherence to nutrition guidelines.

**Compliance 14.5.** The provider shall notify the DFTA nutritionist of all substitutions prior to making the substitution. Substitutions shall be comparable in nutritional value to the Approved Menu and must be documented.

**Compliance 14.6.** Actual meals shall match Approved Menus in content and portion size. The provider shall retain copies of Approved Menus and substitutions for a period of 6 years.

**Compliance 14.7.** On a monthly basis, the provider shall provide the CMA with a copy of the approved menu(s) for the following month.

**Compliance 14.8.** If a provider plans to replace a DFTA meal with a donated meal, the provider must obtain approval from DFTA prior to serving the donated meal. In order to obtain approval, the provider must submit to DFTA a written justification along with the meal contents, nutrition information, and label.

**Compliance 14.9.** The provider shall meet the required food standards for all meals, including, cultural and religious meals. The provider will notify the DFTA Nutritionist of all replacement menu items.

**Compliance 14.10.** The provider shall offer all cultural and religious meals as required in their catchment area. Kosher meals shall be certified Kosher and Halal meals shall be certified Halal. Each menu must have one vegetarian meal per week (7 days).

**Compliance 14.11.** Cultural meals should be provided for all 7 days of the week. If a provider is only able to offer cultural meals for 5 of the 7 days, approval from DFTA is needed. In order to obtain approval, the provider shall submit written justification to DFTA Nutrition.

**Compliance 14.12.** The provider shall distribute nutrition education materials to clients at least monthly. Materials must be from government websites, universities and professional organizations, and must be approved by a DFTA nutritionist prior to distribution.

## **Standard 15:     Catering Subcontractors**

**Compliance 15.1.** The providers shall follow DFTA protocol for approval before entering into contracts with caterers.

**Compliance 15.2.** The providers shall get prior written approval from DFTA for catering subcontractors that further subcontract out services. In order to get approval, the provider must send written justification to DFTA. Generally, this practice is discouraged and is unlikely to be approved by DFTA unless a strong rationale exists as to why the arrangement should be allowed.

**Compliance 15.3.** The provider shall ensure that catering subcontractors adhere to all pertinent expectations as laid out in the scope of services. These standards, policies, and procedures established during the contract period include requirements for reporting food purchases for the Good Food Purchasing Program.

## **Standard 16:     Food Handling and Preparation**

**Compliance 16.1.** The provider and its subcontractor(s)/caterer(s) shall have and maintain all permits and licenses, inspection notices or certificates necessary to do business in the locale and in the type of business they are in, and shall provide copies to DFTA upon request.

**Compliance 16.2.** The provider (and subcontractor, if applicable) shall comply with all applicable NYC, NYS, and Federal regulations regarding meal programs and food products such as food handling and preparation, storage, cleanliness, sanitation, disease control, facilities and equipment, including the proper posting of any required permits, notices or certificates. For informational purposes, For informational purposes, providers are encouraged to consult DOHMH's website for guidance (<https://www1.nyc.gov/site/doh/business/food-operators/operating-a-restaurant.page>) as well as NY State Sanitary Code Subpart 14-1 (<https://regs.health.ny.gov/volume-title-10/1997429580/subpart-14-1-food-service-establishments>).

**Compliance 16.3.** All food service equipment and kitchen utensils used in the preparation, packaging, storage and/or serving of food shall be maintained according to Article 81 of the New York City Health Code: Food Preparation and food Establishment. <https://www1.nyc.gov/assets/doh/downloads/pdf/rii/article81-book.pdf>

**Compliance 16.4.** The provider shall post, where required to do so, any permits, notices or certificates in an appropriate and prominent place.

## **Standard 17: Food Packing and Delivery**

**Compliance 17.1.** The provider shall ensure that each hot, frozen, and cold meal meets the following packaging standards:

- The provider shall utilize containers that are easy for clients to open. The containers shall be made of non-porous, disposable, recyclable materials that are microwave and oven safe. The containers shall not be made of polystyrene, (e.g. Styrofoam).
- The provider shall divide food into portions and place it in individual containers with leak proof covers.
- Each meal must be labeled with the meal contents, a prepared-on date, consume by date and safe handling instructions including storage and reheating. Instructions on safe handling should be in large print and in the provider shall provide instructions in a language other than English, if requested.
- A nutrition facts panel, which contains the nutritional information for the meal, can either be on the label, or be distributed daily or weekly on a separate sheet of paper.
- To ensure food safety, hot and cold meals have a maximum shelf life of 48 hours from the day of production. To uphold quality, frozen meals have a maximum shelf life of 60-days from the day of production. Fresh-chilled meals have a maximum shelf life according to the manufacturer's instructions, which must be available for DFTA upon request.
- Each dairy product is labeled with the recommended date for use, or the manufacturer's sell-by date.

**Compliance 17.2.** The provider shall pack hot, cold and frozen food separately and in a sanitary fashion.

**Compliance 17.3. Frozen Food temperature:** Frozen food must be stored and kept at a temperature below 0°F at all times.

**Compliance 17.4. Hot and Cold Food temperature:** Hot food must be kept at a minimum temperature of 140°F during portioning, packaging and delivery. Cold foods shall be kept at a maximum temperature of 40°F during portioning, packing and delivery.

**Compliance 17.5.** The provider shall place meal containers and cold packs in pre-heated or pre-cooled insulated food carriers with temperature control devices, such as bricks, hot packs, cold packs, etc., or in vans with temperature control thermostats.

**Compliance 17.6.** The provider shall utilize appropriate carriers or temperature-controlled vehicle compartments that maintain food within the temperature ranges specified above.

**Compliance 17.7.** The provider shall maintain food carriers upright and covered, except when opened to remove food.

**Compliance 17.8.** The provider shall clean food carriers with soap and water and a sanitizing solution or sanitizing wipes after each use, then air-dry them, and store them at least 6 inches off the floor.

**Compliance 17.9.** The provider and its sub-contractors/caterers shall record time and take temperatures of foods as follows: a) Daily, final cooking temperature and temperature before portioning and packaging; b) Daily, receiving

temperatures for bulk food that is catered; c) One day per month, receiving temperatures of pre-prepackaged meals; d) One day per month, end of route temperatures for each route. The meals that are punctured in order to take the receiving temperature should be used for the documented taste test (see Compliance 19.1), or for end of route temperatures.

**Compliance 17.10.** The provider shall deliver meals within a reasonable period of meal prep to avoid nutrient breakdown and decrease in meal quality, and to uphold food safety.

## **Standard 18: Food Storage**

**Compliance 18.1.** The provider/provider's caterer shall maintain at the food preparation facility an inventory of food and supplies each month, to be signed by the program director, food service director or foodservice supervisor. The provider shall produce the inventory for inspection upon request by DFTA.

**Compliance 18.2.** The provider shall record the quantity of food used and daily meal consumption. All daily food use is accurately costed out and calculated at least one week per month. Per meal food costs are accurately calculated monthly.

## **Standard 19: Quality Assurance**

**Compliance 19.1.** The provider shall conduct and document a taste test one day per month using the meals that are punctured to take the receiving temperatures. This is administered as a quality control device.

**Compliance 19.2.** The provider shall conduct monthly self-inspections and shall correct unsanitary or unclean conditions noted at self-inspection. The provider shall also document the dates and specific actions of all relevant inspections and corrective actions, if any, taken.

**Compliance 19.3.** The food service supervisor or program director shall make a documented twice a year visit to the caterer's preparation site.

**Compliance 19.4.** The provider shall notify the DFTA Nutrition Unit via email at the beginning of each contract year that the subcontractor's facility meets all applicable Federal, New York State and City requirements, including the monitoring and inspections of preparation facilities. Providers are encouraged to familiarize themselves with 9 N.Y. Comp. Codes and Regs. 6654.10 for applicable requirements.

**Compliance 19.5.** The food service supervisor or program director shall document all complaints and problems regarding the caterer/preparation site as well as the resolution. The food service supervisor or program director shall visit the caterer/preparation site if there are substantial or repeated client complaints or noted problems and will document the problem and its resolution.

**Compliance 19.6.** The provider shall report recurrent problems with the caterer to DFTA.

**Compliance 19.7.** The provider shall promptly report any suspected outbreaks of food-borne illness to DOHMH and to DFTA as soon as they become aware of such incidents. The provider shall follow DOHMH instructions, and document actions taken.

**19.7.1.** If possible, the provider shall save half-cup samples of all meal items on an appropriate plate, then cover and freeze the samples for later laboratory tests by DOHMH.

- 19.7.2.** The provider shall contact affected persons to determine if they are under medical supervision or require medical assistance. The provider shall continue to follow-up until the total incident has been resolved.
- 19.7.3.** The provider shall document and report the incident(s) to DFTA and to the CMA within 24 hours or by close of business the same day, if before a weekend or holiday.

**Compliance 19.8.** The provider shall be able to provide detail on the origin of food products from its source of production.

**Compliance 19.9.** The provider shall comply with the values, guidelines, and reporting requirements on food purchases, for New York City's Good Food Purchasing Program, accessible at: <https://goodfoodpurchasing.org>. Program.

**Compliance 19.10.** The provider shall adhere to the minimum threshold levels of the three HDM Program elements of Choice, Diversity and Quality: 1) increasing meal options (choice) for recipients; 2) increasing the availability of culturally aligned meals (diversity); and 3) ensuring uniformly high-quality meals (quality) that meet Good Food Purchasing Standards.

## **Section 5. Staffing**

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### **Standard 20: Staffing Requirements**

**Compliance 20.1.** The provider shall ensure that staff have the appropriate qualifications and relevant experience for managing the program.

**Compliance 20.2.** The provider shall notify DFTA within two weeks when there is a permanent change in administrative staffing, and other staffing if it will impact services.

**Compliance 20.3.** The provider shall perform at least two reference checks on all potential employees. Background and reference checks must be kept on file for all employees and made available for inspection by DFTA upon request.

**Compliance 20.4.** The provider shall conduct orientation and training at least quarterly for staff and volunteers. An individual knowledgeable about food handling shall do the training. Training plans, schedules, and attendance at trainings must be documented.

### **Standard 21: Drivers and Delivery Staff**

**Compliance 21.1.** At time of hire and quarterly, the provider shall train deliverers, as well as provide ongoing supervision in the following responsibilities:

- Temperature maintenance;
- Meal assembly at each stop;
- Proper food handling;
- Face-to-face client service requirements;
- Monitoring of clients; and
- Emergency procedures.

**Compliance 21.2.** The provider shall ensure that drivers (who may or may not also be the deliverers) meet the following job requirements:

- Valid current license appropriate to delivery vehicle: regular license for a car, Class D or E license for van that weighs 26,000 lbs. or less; or Commercial License A or B for vehicle weighing 26,001 lbs. or more; and
- At least one year of driving experience; and
- No more than one moving violation, and no convictions for driving while intoxicated or impaired during the past 24 months. The provider shall maintain a current New York State Department of Motor Vehicles report as proof of the driving record.
- Staff who present an out-of-state license at the time of hire and are a resident of New York State are required to have a New York State license within 30 days of becoming a permanent resident. Staff who live out of state but work in New York State may use their out-of-state license as long as it meets the license requirements in this section.

**Compliance 21.3.** Supervisors shall ride along on routes as needed to ensure that the drivers follow protocols.

**Compliance 21.4.** Drivers and deliverers shall meet job requirements, including driving records, background checks, and verified references.

## **Standard 22: Food Service Staff**

**Compliance 22.1.** Food production staff shall be free from communicable diseases in accordance with FDA and New York City health regulations; if not, they shall be removed from food service tasks and areas immediately.

**Compliance 22.2.** The provider shall train and supervise food production staff and volunteers appropriately.

**Compliance 22.3.** At least two food handlers shall have a current Food Protection Certificate issued by the DOHMH, which must be made available upon request. At least one food handler with a current NYC Food Protection Certificate shall be present on site at all times.

**Compliance 22.4.** Appropriately qualified managers shall supervise all food service staff, according to DOHMH regulations and any other applicable laws, rules, or regulations.

**Compliance 22.5.** The provider shall train all staff on the use of fire extinguishers and proper evacuation procedures and shall conduct fire drills annually. The provider shall maintain records relating to training, procedures, and drills for a period of 6 years.

## **Section 6. Physical Environment, Equipment and Safety**

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### **Standard 23: Facility and Equipment**

Note: The provider is responsible for ensuring the following requirements are also met by its subcontractors, if any.

**Compliance 23.1.** The provider, or its food service subcontractor, shall have a current Permit to Operate from DOHMH or applicable regulatory agency. The provider must provide a copy of any DOHMH inspection reports or inspection by applicable regulatory agency to DFTA along with a corrective action plan within 24-hours of inspection. DFTA reserves the right to close programs due to serious health and safety concerns.

**Compliance 23.2.** The provider's food preparation site shall meet the following requirements:

- Floors shall be made of or covered with a non-slip, hard, non-absorbent, watertight material;
- Walls and ceilings shall be made of or covered with hard, non-absorbent, light-colored materials;
- Windows and doors that open into the outer air (with the exception of emergency exits) shall be equipped with screens;
- Plumbing: sinks shall be of sufficient size and have hot and cold running water, indirect drains, protection from back flow, and grease traps;
- Food storage, preparation and utensil washing areas shall be restricted to food service use;
- Lighting, ventilation and sewage, toilet facilities, and hand washing areas shall all be in compliance with DOHMH and NYS State Sanitary code regulations.

**Compliance 23.3.** The provider's facility shall comply with all applicable building, fire, and environmental codes, laws, regulations, and referenced standards.

**Compliance 23.4.** The provider shall ensure that its facility remains free of rodents or vermin, utilizing the services of an appropriately licensed pest control service at least monthly.

#### **Standard 24:     Utensils and Food Storage**

**Compliance 24.1.** Equipment and utensils used for food preparation and service shall be lead and cadmium-free.

**Compliance 24.2.** No polystyrene, e.g. Styrofoam plates, cups, bowls or take-out containers shall be used.

**Compliance 24.3.** Equipment and utensils used for food preparation and service shall be easily cleaned and inspected (e.g. easily disassembled).

**Compliance 24.4.** Cutting blocks and boards shall be smooth, clean, and constructed of non-absorbent material.

#### **Standard 25:     Equipment Maintenance**

**Compliance 25.1.** All major equipment shall receive routine maintenance.

**Compliance 25.2.** Dish washing machines shall be maintained in good repair and operated in accordance with manufacturer's instructions. (Recommended temperature for washing is 140-150°F; 170-180°F for final rinse.)

**Compliance 25.3.** Refrigerators and freezers shall be equipped with internal working thermometers.

**Compliance 25.4.** Precautions shall be taken to prevent machinery, exposed pipes and equipment from entrapping foreign materials (for example, dust).

**Compliance 25.5.** Equipment shall be appropriately tagged to correspond with inventory lists.

#### **Standard 26:     Emergency Preparedness**

**Compliance 26.1.** The provider shall maintain an up-to-date Provider Emergency Preparedness Plan to capture notice and no-notice emergency protocols to prevent and mitigate interruption of service to clients. In addition to preparing for emergency incidents, plans must include protocols to ensure continuity of operations for foreseeable emergencies, such



as vehicle breakdowns and meal supply disruptions. These procedures shall be in writing and must adhere to DFTA's Provider Emergency Preparedness Plan located in the DFTA BOS system.

**Compliance 26.2.** The provider shall provide DFTA with up-to-date emergency contact information (email as well as office and mobile phone numbers) for the program director and one alternate representative with decision-making authority, in the event of an emergency or to confirm emergency preparedness measures are taken. These contacts must be updated immediately when staff positions change, and emergency contacts shall be confirmed with DFTA via email every three months. Where a provider subcontracts its services, the provider shall provide DFTA with contact information for each of its subcontractors.

**Compliance 26.3.** The provider shall conduct an emergency exercise (e.g., a Tabletop exercise) at least once annually, and document date of completion.

**Compliance 26.4.** The provider shall work with DFTA's Office of Emergency Preparedness and Response (OEPR). OEPR offers trainings, meetings, and public/private partnerships to help service providers be better prepared for emergencies.

**Compliance 26.5.** The provider shall provide a "storm box" which contains shelf-stable food at the beginning of each month in the months of November, December, January, February, and March. Required contents in a storm box will include but not limited to a complete shelf stable meal – canned vegetables, canned protein, canned fruit, powdered milk and bottled water, crackers, and a box of juice.

**Compliance 26.6.** The provider shall provide any additional information requested by DFTA during an emergency event (including, but not limited to, phone numbers, data, reports, etc.).

## **Standard 27: Elder Abuse Detection and Training**

**Compliance 27.1.** Deliverers shall be trained in elder abuse detection, reporting and counseling, and receive supplemental refresher training regarding the same at least once every 3 years.

**Compliance 27.2.** Where elder abuse is known or suspected, the deliverer shall assess the client's imminent risk of serious physical harm and bring the situation immediately to the attention of her/his supervisor.

## **Section 7. Administration**

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### **Standard 28: Documenting the Delivery of Meals**

**Compliance 28.1.** Each provider shall maintain completed route sheets for six years. Completed route sheets shall contain all information as specified in Standard 11. Route sheets shall be provided to DFTA upon request.

**Compliance 28.2.** Using the DFTA-required database, each provider shall utilize the HDM app to provide daily information, on a client level, on meal delivery.

### **Standard 29: Client Complaints**

**Compliance 29.1.** The provider shall develop a written complaint procedure. The provider shall distribute copies of the complaint procedure to all clients upon initiation of service, and annually thereafter. The provider shall also provide a copy of the complaint procedure to DFTA.



**Compliance 29.2.** The provider shall designate an employee to receive and log complaints and their resolutions. Each Provider shall record total client complaints about food/meal quality, delivery experience, late meals, non-delivery and other. Client complaints should be resolved within one week of being brought to the provider's attention, except in cases that require immediate attention, e.g. food safety issue or foodborne illness.

**Compliance 29.3.** The provider shall resolve client within one week of being brought to the provider's attention, except in cases that require immediate attention, e.g. food safety issue or foodborne illness.

### **Standard 30: Customer Satisfaction**

**Compliance 30.1.** The provider shall solicit customer satisfaction and feedback from clients once every 6 months. Surveys must include questions on meal delivery, meal quality and nutrition education handouts. Surveys shall be provided to clients in their preferred language. Feedback from surveys should be used for program enhancement, and survey results must be made available to DFTA upon request.

### **Standard 31: Client Records and Other Documentation**

**Compliance 31.1.** The provider shall maintain up-to-date records of service delivery in DFTA's client tracking system.

**Compliance 31.2.** The provider shall maintain original client records for 6 years after service termination. In the event the contract for HDM service is terminated, the provider shall maintain the client records in the client tracking system. All records must be maintained in a confidential manner.

**Compliance 31.3.** The provider shall maintain the following documentation for a period of 6 years after the ending date of the program period and, upon request, shall provide copies to DFTA:

- Menus actually served, with documented substitutions;
- Copies of meal packaging, labels, and reheating instructions;
- Client input on menus;
- Professionally prepared nutrition analysis;
- Food supply costs and inventory, including invoices/receipts;
- Proof that staff meets job requirements, including driving records and background checks, and that references were verified;
- Copies of annual written staff evaluations; training plans, schedules, and staff attendance at trainings.
- HDM eligibility assessments and reassessment;
- Contribution collection and deposit records;
- Income and expense records;
- Food temperature logs;
- Site, kitchen and route monitoring reports;
- Health Department inspection reports;
- Nutrition education programs, surveys, and units of service;
- Food cost and inventory records and production sheets;
- Participant surveys and evaluations;
- Complaint logs and documentation of complaint investigations and resolutions

## **Standard 32:     Contributions**

**Compliance 32.1.** The provider shall offer each client the opportunity to make a voluntary contribution. The provider shall ensure that each client receives written information stating the following:

- The suggested contribution amount;
- Contributions are used to help support or enhance the program;
- Contributions are voluntary and confidential;
- Services will not be denied if the client chooses not to contribute; and
- The procedures for making a contribution.

**Compliance 32.2.** The provider shall follow the procedures below for contributions:

- The provider shall determine a suggested contribution amount and develop a regular, systematic method of notifying clients about contributions and how they are to be collected. This information shall stress that the contribution is voluntary in nature, and meals will not be withheld if the client chooses not to contribute. No client should feel encumbered or under duress to make a contribution.
- The provider shall furnish the CMA and DFTA with a copy of contribution and collection policies and materials, which shall include a policy for the security of donations.
- Deliverers shall not accept any loose checks or cash.
- Deliverers shall have the client deposit their contribution in a locked box directly. When it is not possible or practical for the client to place the contribution into a locked box, the contribution shall be given to the deliverer in a sealed envelope with the client's signature on front and the deliverer shall place the envelope in the locked box upon return to the vehicle. Deliverers shall not open the envelope and count the contribution.
- The driver or the deliver shall not have access to the contents of the locked box.
- The locked boxes must be returned to the provider at the end of each route.
- The provider shall give clients receipts for their contributions. The receipt may be the following forms: paper receipt; letter of acknowledgement with the amount of the contribution; or electronic acknowledgement.
- The amount of the contribution shall appear in the receipt. The provider shall not inform the client that a copy of the cancelled check is their receipt. Acknowledgement of the receipt of the contribution is required.
- Contributions shall be counted at the provider's office.
- Each provider shall designate an employee who is responsible for opening envelopes and logging contributions into a spreadsheet. This employee shall perform this task with another employee present at all times.
- The opening of envelopes and updating of the contribution spreadsheet shall occur on a daily basis. All contributions collected shall be kept in a safe place (i.e., a safety deposit box onsite or in a bank account under the provider organization's name).
- When feasible, the provider shall rotate drivers.
- The provider shall report the actual contributions received on invoices submitted to DFTA for payment.

*Note: If the provider has another DFTA-funded contract for which contributions are also recorded (for example, senior center or transportation service), a separate ledger or subsidiary account should be established to record the*

*allocation of contributions based on the services from which they are collected. Please check the Fiscal Manual for further information.*

**Standard 33:     Language Access**

**Compliance 33.1.** The provider shall provide on-demand language assistance, free of charge, to persons with limited English proficiency (LEP).

**Compliance 33.2.** The provider shall, at minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider to assist LEP individuals.

**Compliance 33.3.** The provider shall train staff that have contact with the public in the timely and appropriate use of these and other language services.

**Compliance 33.4.** The provider shall inform LEP individuals of the availability of free language assistance by including written notice of such assistance with meal deliveries. Notices shall be in writing designed to be easily understandable by LEP individuals and shall be provided in the client's preferred language.

## Appendix A. Definitions

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### **Approved Menu**

The Approved Menu is the quarterly or six-month menu cycle that the provider submits to the DFTA Nutritionist for review and approval through the web-based platform simple servings. All menus must be submitted for approval by the deadline communicated by DFTA.

### **Case Manager (CM)**

The Case Manager is the worker employed by the CMA who, after completing a comprehensive assessment of the client, works regularly with the client and/or their supports to identify unmet needs, connect clients to services and resources, and/or coordinate their care.

### **Case Management Agency (CMA)**

The Case Management Agency is the primary entity that determines eligibility for the HDM service and communicates approval for the provider to initiate meal service.

### **CMA/HDM Intake Form**

The Client Intake Form is a shared form that both CMA and HDM utilize. It is completed for all new clients to identify needs and determine client eligibility for HDM. This form can be completed by the HDM or the CMA and is the first step in authorizing clients for meals. If the HDM opts to complete this form, they require authorization and training from DFTA. Once trained, HDM can complete the intake with clients, authorize eligible clients for HDM and refer to CMA for a fuller assessment and follow up.

### **Deliverer**

The deliverer is the employee of the HDM provider who delivers the meal to the client face-to-face. The deliverer may or may not also drive the delivery vehicle.

### **Driver**

The Driver is the employee of the HDM Provider who transports meals on scheduled routes. The Driver may or may not also deliver the meal to the client.

### **Home-Delivered Meal (HDM)**

A Home-Delivered Meal is a nutritious meal that meets the one-third recommended Dietary Reference Intake (DRI), and which adheres to U.S dietary guidelines, NYSOFA guidelines, and the New York City Agency Food Standards (attached as Appendix B).

### **Home-Delivered Meal Provider (HDM Provider or Provider)**

A Home-Delivered Meal Provider is an entity that DFTA contracts with to deliver meals to clients enrolled in the HDM program. Regardless as to whether a provider subcontracts with a caterer, senior center or any other entity to produce and/or deliver meals, the provider is ultimately responsible for all terms and conditions as set forth in the contract with DFTA

### **MAP Fresh Chilled Meal**

A fresh-chilled meal is one that has been sealed using modified atmosphere packaging (MAP), preferably the vacuum-gas flush method, and can last in the refrigerator no less than five days without spoiling.

### **New York City Department of Health and Mental Health (NYC DOHMH)**

DOHMH is the City agency that protects and promotes the health of all New Yorkers. DOHMH oversees food safety at DFTA funded sites where home-delivered meals are prepared.

### **New York State Office for the Aging (NYSOFA)**

The New York State Office for the Aging is DFTA's state oversight agency. NYSOFA issues many of the requirements

that DFTA and its contracted service providers must meet when providing services to clients.

**No Answer**

"No Answer" is the term given to a failed delivery attempt when the client does not answer their door for a scheduled meal delivery.

**Nutrition Counselor**

A Nutrition Counselor is a DFTA Nutrition Staff member who is available for phone and in-home nutrition counseling to clients who are determined to be at high nutrition risk, based on the Nutrition Risk Screening tool which the CM completes as part of the in-home assessment.

**Nutrition Risk Screening**

The Nutrition Risk Screening is a tool that determines the client's nutrition risk. Clients with a nutrition risk score of 6 or higher, are considered high risk, and are offered nutrition counseling.

**On-Hold**

A client who is On-Hold is someone who has requested to have his or her meal service suspended for 90 or less days.

**Service Day**

A Service Day is any day in which a provider is contractually bound to provide meals to clients. There are 250 Service Days per year, including every weekday, except when the provider is closed for a holiday.

**Senior Tracking and Reporting System (STARS)**

STARS is the database that HDMLs use to view identifying client information, manage client referrals, assign meal information and delivery routes, document meal delivery, and register/inactivate clients.

**Unit of Service**

A Unit of Service is one meal delivered to the correct client.

## Appendix B: New York City Agency Food Standards

New York City  
Food Standards

# MEALS/SNACKS PURCHASED AND SERVED

*This document outlines standards for food purchased and meals and snacks served, with the goal of improving the health of all New Yorkers served by City agencies and their contractors. The New York City Food Standards ("Standards") aim to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by increasing access to healthy foods and improving dietary intake.*

Agencies and their contractors are required to follow the standards described in each of the four sections:

### **Section I. Standards for Purchased Food**

Addresses food items purchased and provides specific standards by food category.

### **Section II. Standards for Meals and Snacks Served**

Addresses the overall nutrient requirements for meals and provides standards for snacks and special occasions.

### **Section III. Agency and Population-Specific Standards and Exceptions**

Addresses standards for specific populations (e.g., children) and agencies. The additions and exceptions in this section supersede the first two sections. For example, children under 2 years may be served whole milk, instead of 1% or non-fat milk as required in Section I.

### **Section IV. Sustainability Recommendations**

Addresses recommendations to support a healthy and ecologically sustainable food system.

The first two sections overlap: all purchased food items must meet the standards in Section I and be incorporated into meals or snacks that meet the nutrient requirements in Section II. The Standards for Purchased Food ensure that people who only eat a few items of each meal still consume healthy options. The Standards for Meals and Snacks Served ensure that people eating whole meals and snacks have a healthy, balanced diet.

The Standards were developed based on agency feedback, review, and agreement. All food purchased and served by a City agency must meet the **required** standards that appear in bold. Agencies are expected to be in compliance with the revised Standards by November 1, 2018. Agency contractors are also required to comply with these Standards. This includes food service contractors, such as caterers, and programmatic contractors that serve food within the context of the program. These Standards do not apply to concessions that provide food for sale through leases, licenses or contracts at City programs.

The New York City Food Standards were made effective by Executive Order 122 on September 19, 2008,<sup>1</sup> and revised in December 2017. The Executive Order mandates that all City agencies follow the Standards for all foods that are purchased, prepared, and/or served by the agency and/or agency contractors, as well as the New York City Standards for Food Vending Machines and the New York City Standards for Beverage Vending Machines.<sup>2</sup>

For more information, please contact: [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov).

<sup>1</sup> View the Executive Order at: [www.nyc.gov/html/ceo/downloads/pdf/eo\\_122.pdf](http://www.nyc.gov/html/ceo/downloads/pdf/eo_122.pdf)

<sup>2</sup> View the New York City Standards for Food Vending Machines and New York City Standards for Beverage Vending Machines at: <https://www1.nyc.gov/assets/doh/downloads/pdf/cardio/cardio-vending-machines-standards.pdf> and <https://www1.nyc.gov/assets/doh/downloads/pdf/cardio/cardio-vending-machines-bev-standards.pdf>





## Section I. Standards for Purchased Food

*These standards are defined per serving of food as shown on a product's Nutrition Facts label unless otherwise specified.<sup>3</sup>*

### A. Nutrient Requirements

*The following applies to all purchased food.*

#### Trans fat

**Require** all labeled items contain 0 g trans fat.<sup>4</sup>

#### Sodium

**Require** all individual items contain  $\leq 480$  mg sodium per serving, unless a lower standard is specified in the Food Category Requirements below.

**Recommend** "low-sodium" items ( $\leq 140$  mg sodium per serving).

### B. Food Category Requirements

*The following applies to specific categories of purchased foods. These requirements apply to items that City agencies choose to purchase but do not require agencies to purchase new types of food.*

#### Beverages

**Require** all beverages contain  $\leq 25$  calories per 8 oz, with the exception of 100% fruit juice with no added caloric sweeteners or milk.

**Require** 100% fruit juice with no added caloric sweeteners.

**Require** 1% or non-fat and unsweetened milk.

**Require** unflavored fluid milk substitutes (e.g., soymilk).

#### Dairy

**Require** low-fat or non-fat yogurt be plain or contain  $\leq 30$  g sugar per 8 oz or equivalent (e.g.  $\leq 15$  g sugar per 4 oz,  $\leq 23$  g sugar per 6 oz).

**Require** cheese contain  $\leq 350$  mg sodium per serving.<sup>5</sup>

**Recommend** serving plain yogurt and phasing out flavored yogurt.

#### Bread and other grains

**Require** sliced sandwich bread:

contain  $\leq 180$  mg sodium per serving

be whole-wheat/whole grain

contain  $\geq 2$  g fiber per serving

**Require** other baked goods (e.g., dinner rolls, muffins, bagels, tortillas) contain  $\leq 290$  mg sodium per serving.

**Recommend** all grains be whole grain (e.g., brown rice, whole-wheat pasta, dinner rolls, muffins, bagels and tortillas).

<sup>3</sup> Serving size is based on FDA-established lists of "Reference Amounts Customarily Consumed Per Eating Occasion."

<sup>4</sup> Restriction is consistent with NYC law. For more information: <https://www1.nyc.gov/assets/doh/downloads/pdf/public/notice-adoption-hc-art81-08.pdf>

<sup>5</sup> Cottage cheese is exempt due to the limited availability of this product type that meets this standard.

### **Cereal**

- Require cereal contain:
  - ≤ 215 mg sodium per serving
  - ≤ 10 g sugar per serving
  - ≥ 2 g fiber per serving
- Require cereals that contain dried fruit (e.g., dried cranberries, dates and raisins) contain ≤ 17g of sugar per serving. Cereals must still meet fiber and sodium standards.
- Recommend phasing out these high sugar cereals over time.

### **Fruits and vegetables**

- Require canned/frozen vegetables contain ≤ 220 mg sodium per serving.
- Require canned/frozen beans contain ≤ 290 mg sodium per serving.
- Require canned fruit is in unsweetened juice or water. Do not purchase fruit canned in syrup.

### **Tuna, salmon and other seafood**

- Require canned/frozen seafood contain ≤ 290 mg sodium per serving.

### **Poultry**

- Require canned/frozen poultry contain ≤ 290 mg sodium per serving.

### **Beef and pork**

- Require canned beef or pork contain ≤ 480 mg sodium per serving.
- Recommend ground beef and pork be extra lean (total fat ≤ 5%) and ≥ 90% lean.

### **Processed meat**

- Require processed meat (e.g., deli meat, ham) contain ≤ 480 mg sodium per serving.
- Recommend breakfast meat (e.g., bacon, turkey bacon, sausage) contain ≤ 290 mg sodium per serving. Recommend phasing out processed meats.

### **Condiments and sauces**

- Require salad dressings contain ≤ 290 mg sodium per serving.
- Require sauces contain ≤ 480 mg sodium per serving.<sup>6</sup>
- Recommend lower sodium condiments and sauces (e.g., reduced sodium soy sauce).

### **Portion controlled items and other convenience foods**

- Require portion controlled items and other convenience foods (e.g., breaded chicken, veal patties, and frozen French toast and waffles) contain ≤ 480 mg sodium per serving.

### **Frozen whole meals**

- Require frozen whole meals contain ≤ 35% of the daily sodium limit (adults and seniors: ≤ 805 mg, children 6-18 years: ≤ 770 mg).

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<sup>6</sup> Soy sauce is exempt due to lack of market availability for products that meet this standard. Recommend reduced sodium soy sauce.



## Section II. Standards for Meals and Snacks Served

*This section applies to all meals and snacks that are served.<sup>7</sup> All City agencies must have a plan for regular menu review to ensure that they meet the standards in Parts B and C.*

### A. Food Preparation and Service

- Require no deep frying.
- Require all new or renovated kitchens be built without deep fryers.
- Recommend, to help ensure reasonable portion sizes, establishing size standards for food containers (e.g., smaller food plates or beverage cups).

### B. Meals Served

#### I. Nutrient Requirements

**For sites serving three meals per day:**

- Require three meals combined meet the following daily standards:<sup>8,9</sup>

Calories*	2,000 calories
Sodium	< 2,300 mg
Total Fat	≤ 35% of total calories
Saturated Fat	< 10% of total calories
Fiber	≥ 28 grams

\*Require daily calories are no more than 10% above or below the standard

**For sites serving only one or two meals per day:**

- Require each meal served meets appropriate range of calories, sodium and fiber:
  - 25-30% for breakfast
  - 30-35% for lunch
  - 30-35% for dinner
- Require each meal served meet the percentages for Total Fat and Saturated Fat stated in the chart above.

#### Exemption

A contracted agency program may apply for exemption from the above Nutrient Requirements if it meets **all** of the following requirements:

- Meals are prepared on site or by another similar program (e.g., a day care center that prepares food for another facility).
- Program does not have access to a City agency-employed nutritionist for regular menu review.
- Program regularly serves fewer than 200 people per meal.
- Program is not part of a larger contract for food purchasing coordinated by a City agency.

<sup>7</sup> See page 8 for children's standards and other population-specific exceptions.

<sup>8</sup> Standards are based on USDA's 2015-2020 Dietary Guidelines for Americans.

Available at: <https://health.gov/dietaryguidelines/2015/guidelines>

<sup>9</sup> Recommend the following daily nutrient standards: Protein 10-35% of total calories, Carbohydrate 45-65% of total calories, Potassium 4,700 mg, Calcium 1,000 mg, Iron > 8 mg (18 mg F; 8 mg M) \* Daily limit, regardless of total calorie intake.

Exempt programs should strive to meet these Nutrient Requirements through thoughtful menu planning. Should exemption be granted, programs must still comply with **all** other requirements of the NYC Food Standards.

## II. Meal Requirements

*The following applies to specific categories of foods for agencies serving meals to adults and children.*

### Fruits and vegetables

- ! **Require**, for sites serving lunch and/or dinner only, a minimum of 2 servings of fruits and vegetables are served per meal.
- ! **Require**, for sites serving all three meals (breakfast, lunch and dinner), a minimum of 5 servings of fruits and vegetables are served per day.
- ! **Recommend**, for sites serving breakfast, offering 2 servings of fruits and vegetables.
- ! **Require**, for sites serving meals 5 days per week or less,  $\geq 3$  servings of non-starchy vegetables are served weekly per lunch and per dinner.<sup>10,11</sup>
- ! **Require**, for sites serving meals 6 or 7 days per week,  $\geq 5$  servings of non-starchy vegetables are served weekly per lunch and per dinner.<sup>11</sup>
- ! **Recommend** fresh or frozen fruits and vegetables are served instead of canned.

### Beverages

- ! **Require**, for sites serving adults, beverages contain  $\leq 25$  calories per 8 oz, with the exception of 100% fruit juice with no added caloric sweeteners or milk.
- ! **Require** water at all meals (this can be in addition to or in place of other beverages regularly served).  
! **Recommend** tap water.
- ! **Require** 100% fruit juice with no added caloric sweeteners limited to portion sizes of  $\leq 6$  oz, if served.
- ! **Require**, if providing meals, serving 100% fruit juice with no added caloric sweeteners only once per day.
- ! **Recommend** serving juice less frequently or phasing out completely.

## C. Snack Standards

*Snacks should add important nutrients to the overall diet and help curb hunger.*

*The following standards apply to sites serving snacks to adults and children. These snack standards are in compliance with the snack pattern requirements of the USDA's Child & Adult Care Food Program (CACFP) and are eligible for reimbursement, with the exception of low-calorie beverage choices for sites serving adults.*

### I. Overall Requirements

- ! **Require** all items contain 0 g trans fat.
- ! **Require**, for sites serving adults, beverages contain  $\leq 25$  calories per 8 oz, with the exception of 100% juice with no added caloric sweeteners or milk.
- ! **Require** water at all snack times.
- ! **Recommend** serving foods on the list of acceptable choices below or provide equivalent nutrient value (e.g., melon slices can be substituted for a banana for the fruit category).

<sup>10</sup> Standard does not apply to programs serving one or two meals per week.

<sup>11</sup> Starchy vegetables include white potatoes, corn, green peas, and lima beans. Examples of non-starchy vegetables include lettuce, asparagus, broccoli, cucumber, spinach, mushrooms, peppers and tomatoes.

## II. Food Category Requirements

### Fruits and vegetables

**Require** 100% fruit juice with no added caloric sweeteners limited to ≤ 6 oz.

**Require**, for sites serving snacks but not meals, serving juice no more than twice per week.

Recommend serving juice less frequently or phasing out completely.

Recommend choosing more whole foods like fruits, vegetables, nuts and seeds.

Examples of acceptable choices: carrot sticks, celery sticks, pepper slices, salads, apples, bananas, pears, oranges, dried fruit, unsweetened applesauce and canned fruit in unsweetened juice or water.

### Breads and other grains

**Require** sliced sandwich bread contain ≤ 180 mg sodium per serving.

**Require** crackers and salty snacks contain ≤ 200 mg sodium per serving.

**Require** all breads and grains contain ≤ 10 g sugar per serving.

**Require** all breads and grains contain ≥ 2 g fiber per serving.

Recommend serving all whole-grain items.

Examples of acceptable choices: whole-wheat pita triangles, whole grain cereal, whole-grain crackers, whole-wheat bread, popcorn.

Examples of inappropriate items: doughnuts, pastries, croissants, cake.

### Protein<sup>12</sup>

Recommend lean, low-sodium protein choices.

Examples of acceptable choices: hummus, bean dip, cottage cheese, low-fat cheese, hard boiled eggs, low-fat or non-fat yogurt, low-sodium tuna, nuts, nut butters, sunflower seeds, low-sodium turkey slices.

#### Examples of acceptable snack choices, all served with water:

- ! Peanut butter, whole-grain crackers and apple slices
- ! A peach and whole-grain crackers
- ! Half of a tuna sandwich on whole-wheat bread with lettuce and tomato
- ! Turkey served with whole-wheat pita triangles and carrot sticks
- ! Milk and whole-grain cereal with fresh berries
- ! Low-fat yogurt topped with blueberries and granola
- ! Hummus with whole-grain pita and sliced red peppers

## D. Special Occasion Standards for Meals and Snacks

*Special occasion standards apply to trips, parties for major holidays and special events. This also includes food purchased from vendors not routinely used by the agency for normal food service.*

**Require** serving healthy options, such as fresh fruit, leafy green salad, and/or vegetable slices.

**Require** serving water at all special occasions.

Recommend adopting a policy for special occasion meals and snacks.

Recommend limiting special occasion meals and snacks (e.g., once a month).

Recommend, if serving sweets/desserts, offering in moderation and in small portions (e.g., one small cookie per person).

Recommend adhering to beverage standards described in Section IB on page 2.

Recommend eliminating all foods that meet the USDA definition of Foods of Minimal Nutritional Value (FMNV).<sup>13</sup> Examples of FMNV include chewing gum, candy and water ices.

<sup>12</sup> For CACFP programs, this category is referred to as 'meat or meat alternative.'

<sup>13</sup> Definition available at: <https://www.gpo.gov/fdsys/pkg/CFR-2011-title7-vol4/pdf/CFR-2011-title7-vol4-part210-appB.pdf>

## Section III. Agency and Population-Specific Standards and Exceptions

### A. Children

*Children have different nutritional needs than adults. This section provides specific nutrition standards and exceptions that apply to agencies that serve children up to and including age 18 years old.*

#### I. Requirements for Purchased Foods

Agencies purchasing food for children (up to and including age 18 years old) are required to follow the standards listed in Section I unless stated otherwise below.

##### All beverages

- Require**, for sites serving a majority of children under 18 years old, beverages contain no artificial or non-nutritive sweeteners.
- Require**, for child care facilities regulated by Article 47 of the New York City Health Code, not serving 100% fruit juice to children under 2 years of age.
- Require**, for child care facilities regulated by Article 47 of the New York City Health Code, 100% fruit juice with no added caloric sweeteners limited to ≤ 4 oz per serving.

##### Milk and milk substitutes

- Require**, for child care facilities regulated by Article 47 of the New York City Health Code, only unsweetened milk.
- Require**, for children aged 12 months to under 2 years old, only whole and unsweetened milk.
- Require**, for children aged 2 years and older, only 1% or non-fat and unsweetened milk (unless milk with a higher fat content is medically required, as documented by a child's medical provider).
- Require**, for children aged 4-18 years old, flavored milk or flavored fluid milk substitutes be ≤ 130 calories per serving.
- Recommend that agencies set timeline for phasing out flavored milk and flavored fluid milk substitutes.

#### II. Nutrient Requirements for Meals and Snacks Served<sup>14</sup>

##### Overall Requirements

- Recommend, for agencies serving a majority of participants up to and including age 18 years old, following the Institute of Medicine, Food and Nutrition Board's Dietary Reference Intakes for appropriate age groups.<sup>15</sup>

##### Sodium

- Require**, for sites serving a majority of children aged 1-5 years old, limiting sodium to ≤ 1,700 mg per day: breakfast: ≤ 510 mg, lunch: ≤ 595 mg and dinner: ≤ 595 mg.
- Require**, for sites serving a majority of children aged 6-18 years old, limiting sodium to ≤ 2,200 mg per day: breakfast: ≤ 660 mg, lunch: ≤ 770 mg and dinner: ≤ 770 mg.

##### Fiber

- Require**, for sites serving a majority of children aged 1-4 years old, ≥ 19 g of fiber per day.
- Require**, for sites serving a majority of children aged 5-18 years old, ≥ 25 g of fiber per day.

<sup>14</sup> Please see page 4 for programs that are exempt from this standard.

<sup>15</sup> The National Academies of Sciences, Engineering, Medicine. Health and Medicine Division. Dietary Reference Intakes Tables and Application: <http://www.nationalacademies.org/hmd/Activities/Nutrition/SummaryDRIs/DRI-Tables.aspx>



#### Sugar

- Require, for child care agencies, cereal contain  $\leq 6$  g sugar per serving.
- Require, for sites serving a majority of children under 18 years old, yogurt contain no artificial or non-nutritive sweeteners.

#### Calories

- Participants of the National School Breakfast and School Lunch Programs may adhere to the calorie requirements provided by this program.

#### B. Correctional Population

- Agencies serving the adult correctional population have a majority of young, moderately active women and men who may require a higher than average caloric intake. **Require**  $\leq 2,200$  calories per day for women and  $\leq 2,800$  calories per day for men.

#### C. Youth Detention Facilities

- Agencies serving the youth detention population have a majority of young, moderately active males who may require a higher than average caloric intake. **Require**  $\leq 2,500$  calories per day for males.

#### D. Child Care Services Providers

- Home-based child care providers are not required to comply with these Standards.

#### E. Patients Under Therapeutic Care

- Nutrition requirements consistent with established medical guidelines and diets for patients under therapeutic care replace general nutrition criteria described here. The Patient Bill of Rights allows patients under therapeutic care to request specific food items. These items are considered part of the therapeutic diet and do not need to meet the nutrition criteria.

#### F. Populations with Religious or Special Dietary Food Needs

- If an agency cannot meet the required purchased food standards in Section I due to a lack of availability of food items that meet specific needs of the population it serves (e.g., packaged kosher foods), the agency is expected to seek suitable replacements in the marketplace as quickly as is feasible. The agency must identify and report these products to the Food Policy Director and the Health Commissioner.

#### G. Emergency Food

- Agencies that purchase food to be distributed by a third party to emergency food providers, such as soup kitchens and food pantries, are **required** to follow the standards outlined in Section I. This does not include food purchased for the intention of a disaster response outlined in *Exceptions*.

#### H. Federal Commodity Food Program

- Food provided by the federal government to agencies or agency programs is not required to meet the standards outlined in Section I. However, agencies/programs accepting these foods are **required** to meet the standards outlined in Section II. Agencies/programs are expected to provide documentation upon request to verify which products were obtained through the commodity food program.

#### I. Donated Foods

- Foods that are donated or provided at no cost to a program are not required to meet the standards outlined in Section I. However, agencies accepting these foods are required to meet the nutrition standards outlined in Section II. Programs are not permitted to accept donations of candy or sugar-sweetened beverages for use in meal or snack service.