



**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.  
Updated January 2024*

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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 NYC Aging, and responding to emergency circumstances. It also provides policies regarding performance expectations and reporting.

These Standards are applicable to all NYC Aging-funded Home-Delivered Meals (HDM) programs, including Weekend and Emergency Meals providers. HDMs are also required to adhere to NYC Aging'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.

Contractors are allowed to subcontract; however, NYC Aging does not permit subcontracting of 100% of the contract and its activities. Additionally, subcontractors are not permitted to subcontract any portion of their subcontract to a third party without a compelling reason and approval of NYC Aging. If the provider utilizes a subcontractor, it is the responsibility of the provider to monitor and assess the activities performed under the subcontract, and to ensure that the subcontractor's activities are provided in accordance with the requirements in the provider's contract, as well as these and any other standards set forth by NYC Aging, the New York State Office of the Aging (NYSOFA), food safety and nutrition requirements, and any other applicable requirements.

**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 NYC Aging-funded home delivered meal, NYC Aging-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. Informed Consent

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### **Standard 3:** Informed Consent (See also General Program Standards, Section 2)

**Compliance 3.1. Consent to Collect Personal Information.** If initiating the service, the provider shall ensure that the CMA has obtained consent to collect and record data from individuals seeking the service before any personal identifying information is entered into the NYC Aging client tracking system.

**Note:** *If the client is authorized by a case management agency, the CMA will obtain consent giving the HDM provider permission to activate the client into its program and collect additional data as needed. The HDM provider does not need to also obtain consent to collect data from the client.*

**Compliance 3.2. Revocation of Consent.** Client consent is in effect until the case is closed or consent is revoked. If a client revokes consent, that client is refusing service. Any client identifying data shared while consent was in effect cannot be rescinded retroactively. No client data files may be deleted from the client tracking system.

**Compliance 3.3. Documentation of Consent.** The program shall utilize the NYC Aging approved consent forms. The program shall upload all signed consent forms in the client's record in the client tracking system.

**Compliance 3.4. Consent for non-English Speakers.** Consent documents are provided to clients in the language understandable to them.

- If necessary, the program uses an interpreter fluent in the client's spoken language to aid in the consent process. (See Standard 34 below and General Program Standards, Standard 9 for more on Language Access requirements.)

## Section 3. Client Service

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

### **Standard 4:** Authorization and Enrollment of Clients

**Compliance 4.1. 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 NYC Aging 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 4.2. 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 HDM provider may presume



eligibility with the permission of NYC Aging and the client can receive meals upon approval. At the time of the CMA initial assessment, if it is determined that the client is not eligible, the CMA will send a termination referral.

**Compliance 4.3. 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 Standard, frozen Standard, 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 4.4. 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 notify NYC Aging and the CMA as soon as the HDM contractor is aware that there are capacity or structural issues that would impact new referrals. Conversely, when the provider has capacity to serve new client(s), the provider shall inform NYC Aging and the CMA.

**Compliance 4.5. Non-NYC Aging 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 NYC Aging approval.
- The provider shall not use NYC Aging funds to subsidize or fund meal service for non-NYC Aging customers, although NYC Aging-funded vehicles may be used for this purpose, provided NYC Aging approves.
- The provider shall not commingle the reporting of NYC Aging-contracted meals and non-NYC Aging-funded meals. The provider shall ensure that all non-NYC Aging clients are clearly delineated in any documents and NYC aging database (including route sheets).

## **Standard 5: Providing a Meal - Scope**

**Compliance 5.1.** The provider shall deliver meals to the client following a schedule agreed upon with the client, the provider, and the CMA if applicable. All delivery schedules must meet safety requirements.

**Compliance 5.2.** The provider shall operate a total of at least 249 days per year and deliver a minimum of 261 weekday meals. If due to an unforeseen emergency a program needs to be closed but delivers an extra meal prior to the closure, NYC Aging will consider delivery of that meal towards the 249 days of operations.

**Compliance 5.3.** The provider shall deliver meals each weekday, at minimum five (5) days a week.

- Hot meals must be delivered five (5) days a week, Monday through Friday.
- Frozen or MAP fresh chilled meals must be delivered in multiple packs twice a week.
- Cold or child meals may be delivered three times a week.

**Compliance 5.4.** The provider shall make two (2) face-to-face contacts a week with each client, at minimum.

**Compliance 5.5.** 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 5.6.** 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 5.7.** If a client requests a one-day on hold, the provider may deliver an extra meal the day before the planned suspension.

## **Standard 6: Information for the Client**

**Compliance 6.1.** 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 may designate a proxy;
- 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 6.2.** The provider shall update the information package as needed and redistribute to the client when updated.

**Compliance 6.3.** 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 6.4.** 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 7: Termination of Meal Service**

**Compliance 7.1.** The CMA makes all determinations regarding termination of HDM client.

**Compliance 7.2.** 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 7.3.** If the client resumes services after termination, a new registration can be opened in the client tracking system.

## **Standard 8:      Coordination with Case Management Agencies (CMAs)**

**Compliance 8.1.** 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 8.2.** The provider shall meet with the CMA at least quarterly.

## **Section 4. Delivery of Meals**

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### **Standard 9:      Face-to-Face Interaction**

**Compliance 9.1.** The provider shall deliver all meals directly to the client.

**Compliance 9.2.** 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 9.3.** The supervisor shall report any concerns immediately to the client's CMA and enter documentation on all conversations in the client tracking system.

**Compliance 9.4.** 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.

**9.4.1. 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).

**9.4.2. 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.

**9.4.3. Deviation from Authorized Receiver:** 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 9.5.** 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 10:      Procedures for Emergencies and "No Answers"**

**Compliance 10.1.** The provider shall develop emergency response and follow-up procedures for HDM delivery staff and supervisors.

**Compliance 10.2. 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.
- The provider shall notify NYC Aging immediately about all emergency situations.

**Compliance 10.3.** The provider shall have a protocol that further documents its response to the client emergency.

**Compliance 10.4. 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.
- The delivery shall indicate "no answer" in the HDM app. Single hot, cold (cold/chilled/ MAP 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 11:      Delivery Time Frame**

**Compliance 11.1.** The provider shall deliver the meal to the client within a specified time frame, which the client is made aware of.

**Compliance 11.2.** The provider shall alert the client if the delivery cannot be made within the allotted time frame.

## **Standard 12:      Routing and Route Sheets**

**Compliance 12.1.** The provider shall create routes in the client tracking system and assign each client to a designated route.

**Compliance 12.2.** The provider shall document any changes to the client's route information in the client tracking system.

**Compliance 12.3.** The provider shall have a system in place to ensure that clients are not assigned to multiple routes.

**Compliance 12.4.** 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.
- A dated signature of a designated staff or supervisor to affirm that the route sheet accurately reflects the total units of service (The units must be accurately reflected in the route sheets)

**Compliance 12.5. HDM APP:** The provider shall use the NYC Aging HDM App to record deliveries in real time, including No Answers. The app will include the following delivery information for each client on the route:

- The client's name;
- The client's address, including apartment number; and
- Daily meal plan
- 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 13:     Vehicles**

**Compliance 13.1.** The provider shall register their vehicles with the Department of Motor Vehicles (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, 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 13.5.** To protect against theft and vandalism, the provider must always park and operate the vehicle(s) out of a secure location during the Performance Term. Notwithstanding the foregoing, any vehicle(s) may be temporarily parked elsewhere from its usual secure location for maintenance or repair.

**Compliance 13.6.** The provider shall permit NYC Aging to inspect the vehicle(s) from time to time during normal business hours as NYC Aging deems necessary.

**Compliance 13.7.** The provider shall have a contingency plan for delivery of HDM, in the event that the vehicle(s) must be removed from service.

**Compliance 13.8.** The provider shall use vehicle(s) solely for the purpose of the contract - to deliver home delivered meals.

**Compliance 13.9.** The provider shall not transfer ownership or control (by sale, lease, or any other means) of vehicle(s) to any person or entity without NYC Aging's prior written permission.

## **Section 5. 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). This includes religious and cultural meals.

**Compliance 14.2.** The provider shall submit menus through NYC Aging's web-based menu application, Simple Servings, for review and approval. Menus shall be planned in six-week cycles and submitted to NYC Aging by the menu submission deadline.

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

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

**Compliance 14.5.** The provider may use the acceptable fruit and vegetable substitution guide to make substitutions. For any other substitutions, the provider shall notify the NYC Aging nutritionist 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 NYC Aging meal with a donated meal, the provider must obtain approval from NYC Aging prior to serving the donated meal. In order to obtain approval, the provider must submit to NYC Aging a written justification along with the meal contents, nutrition information, and label.

**Compliance 14.9.** The provider shall offer cultural and religious meals each day, as dictated by the RFP. Cultural meals must meet the current threshold dictated by the RFP. (Providers must offer cultural meals if any of the community districts within their catchment area comprises 15% or more of older adults who reflect a particular language/culture.)

**Compliance 14.10.** The provider shall offer Kosher and Halal meals. Kosher meals shall be certified Kosher and Halal meals shall be certified Halal. There must be a separate menu for each religious and cultural meal type.

**Compliance 14.11.** Each menu must include one plant-based entree per week.

**Compliance 14.12.** The provider, in conjunction with the CMA, shall allow for the provision of meal change (cuisine type) on a quarterly basis unless there is a compelling reason to allow for a more frequent meal change.

## **Standard 15:     Nutrition Education Information**

**Compliance 15.1.** The provider shall distribute nutrition education information to clients on a monthly basis. The information must vary each month and must be from government websites, universities, and professional organizations, and must be approved by a NYC Aging nutritionist prior to distribution.

**Compliance 15.2.** The provider shall document distribution of nutrition information.

**Compliance 15.3.** The provider may use the NYC Aging pre-approved nutrition handouts from DOHMH found at [nutrition-education-handouts-adult-workshops-sp.pdf \(nyc.gov\)](#).

## **Standard 16:     Catering Subcontractors**

**Compliance 16.1.** The providers shall follow NYC Aging's protocol for approval before entering into contracts with caterers.

**Compliance 16.2.** The providers shall get prior written approval from NYC Aging for catering subcontractors that further subcontract out services. In order to get approval, the provider must send written justification to NYC Aging. NYC

Aging will only approve sub-subcontracts in limited circumstances where the contractor has provided appropriate justification for identified hardship in service provision.

**Compliance 16.3.** 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 17: Food Handling and Preparation**

**Compliance 17.1.** 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 NYC Aging upon request.

**Compliance 17.2.** 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, 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 the New York City Health Code (<https://www1.nyc.gov/assets/doh/downloads/pdf/rii/article81-book.pdf>).

**Compliance 17.3.** 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 Establishments. <https://www1.nyc.gov/assets/doh/downloads/pdf/rii/article81-book.pdf>

**Compliance 17.4.** The provider shall post, where required to do so, any permits, notices, or certificates in an appropriate and prominent place.

## **Standard 18: Food Packing and Delivery**

**Compliance 18.1.** The provider shall ensure that each hot, frozen, cold, chilled, or MAP fresh-chilled 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 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/chilled meals have a maximum shelf life of 2 days from the day of production. MAP Fresh-chilled meals have a maximum shelf life according to the manufacturer's instructions, which must be available for NYC Aging upon request.
- Each dairy product is labeled with the recommended date for use, or the manufacturer's sell-by date.



**Compliance 18.2.** The provider shall pack hot, cold/chilled/ MAP fresh-chilled and frozen food separately and in a sanitary fashion.

**Compliance 18.3. Frozen Food temperature:** Frozen food must be stored and kept at a temperature below 0°F at all times.

**Compliance 18.4. 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 18.5. Last Meal Time and Temperature.** The provider shall take 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 NYC Aging upon request on the time and temperature log. For frozen meals, the time and temperature log can indicate that the meal remained frozen, as it is not possible to take the temperature of a frozen meal.

**Compliance 18.6.** 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 NYC Aging upon request.

**Compliance 18.7.** 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 18.8.** The provider shall utilize appropriate carriers or temperature-controlled vehicles (vehicles that have insulated, thermostatically controlled compartments that maintain appropriate temperatures for frozen, MAP fresh-chilled, cold, chilled, and hot meals, such as hot shot vans) that maintain food within the temperature ranges specified above. Those conducting meal delivery through walking routes would use appropriate carriers to maintain temperature.

**Compliance 18.9.** The provider shall maintain food carriers upright and covered, except when opened to remove food.

**Compliance 18.10.** 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 18.11.** 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; and c) 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 20.1), or for end of route temperatures.

**Compliance 18.12.** 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 19: Food Storage**

**Compliance 19.1.** 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 record for inspection upon request by NYC Aging.

**Compliance 19.2.** The provider shall record the monthly food cost. The provider shall produce the monthly food cost report for inspection upon request by NYC Aging.



## **Standard 20:     Quality Assurance**

**Compliance 20.1.** 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 20.2.** The food service supervisor or program director shall make one documented visit a year visit to any commercial caterer's preparation site. This visit is not required for any NYC Aging contracted older adult center subcontractors.

**Compliance 20.3.** At the request of NYC Aging, the provider shall produce documentation 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 20.4.** 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 20.5.** The provider shall report recurrent problems with the caterer to NYC Aging.

**Compliance 20.6.** The provider shall promptly report any suspected outbreaks of food-borne illness to DOHMH and to NYC Aging as soon as they become aware of such incidents. The provider shall follow DOHMH instructions, and document actions taken.

- 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.
- 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.
- The provider shall document and report the incident(s) to NYC Aging and to the CMA within 24 hours or by close of business the same day, if before a weekend or holiday.

**Compliance 20.7.** The provider must be able to provide detail on the origin of food products from its source of production.

**Compliance 20.8.** The provider and any subcontractors shall comply with the values, guidelines, and reporting requirements on food purchases, for New York City's Good Food Purchasing Program, accessible at: [Good Food Purchasing - Food Policy \(nyc.gov\)](https://www.nyc.gov/goodfood).

## **Standard 21:     Weekend and Emergency Meals (For providers who hold this specific contract only.)**

**Compliance 21.1.** At the beginning of each month in the months of November, December, January, February, and March, the provider shall provide clients with an "emergency box", either directly or through a subcontractor, which contains shelf-stable food. 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. Shelf stable meals are delivered for unforeseen circumstances, for example, inclement weather or natural disaster.

**Compliance 21.2.** At the beginning of the year, the provider must provide NYC Aging with the contents of the shelf stable/emergency boxes for approval.

**Compliance 21.3.** If shelf stable meals/emergency boxes are used to replace weekday meals in a non-emergency delivery, the provider shall not charge NYC Aging for the meals.

## **Section 6. Staffing**

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### **Standard 22: Staffing Requirements**

**Compliance 22.1.** The provider shall ensure that staff have the appropriate qualifications and relevant experience for managing the program. This applies to all paid, unpaid, and volunteer staff.

**Compliance 22.2.** The provider shall notify NYC Aging within two weeks when there is a permanent change in administrative staffing, and other staffing if it will impact services.

**Compliance 22.3.** 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 NYC Aging upon request. This applies to all paid, unpaid, and volunteer staff.

**Compliance 22.4.** The provider shall conduct orientation and training at least quarterly for all paid, unpaid, and volunteer staff.

- Training topics must include procedures for emergency situations and food safety and sanitation.
- An individual knowledgeable about food handling shall do the training.
- Training plans, schedules, and attendance at trainings must be documented.

### **Standard 23: Drivers and Delivery Staff**

**Compliance 23.1.** At time of hire and quarterly, the provider shall train drivers/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 23.2.** 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 23.3.** Supervisors shall ride along on routes as needed to ensure that the drivers follow protocols.

**Compliance 23.4.** Drivers and deliverers shall meet job requirements, including driving records, background checks, and verified references.

## **Standard 24: Food Service Staff**

**Compliance 24.1.** 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 24.2.** The provider shall train and supervise food production staff and volunteers appropriately.

**Compliance 24.3.** 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 24.4.** Appropriately qualified managers shall supervise all food service staff, according to DOHMH regulations and any other applicable laws, rules, or regulations.

**Compliance 24.5.** 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 7. Physical Environment, Equipment and Safety**

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### **Standard 25: Facility and Equipment**

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

**Compliance 25.1.** 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 NYC Aging along with a corrective action plan within 24-hours of inspection. NYC Aging reserves the right to close programs due to DOHMH inspection failures or other serious health and safety concerns.

**Compliance 25.2.** 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 25.3.** The provider's facility shall comply with all applicable building, fire, and environmental codes, laws, regulations, and referenced standards.

**Compliance 25.4.** 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.

### **Utensils and Food Storage**

**Compliance 25.5.** Equipment and utensils used for food preparation and service shall be lead and cadmium-free.

**Compliance 25.6.** No polystyrene, e.g., Styrofoam plates, cups, bowls, or take-out containers shall be used.

**Compliance 25.7.** Equipment and utensils used for food preparation and service shall be easily cleaned and inspected (e.g., easily disassembled).

**Compliance 25.8.** Cutting blocks and boards shall be smooth, clean, and constructed of non-absorbent material.

### **Standard 26: Equipment Maintenance**

**Compliance 26.1.** All major equipment shall receive routine maintenance.

**Compliance 26.2.** 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 26.3.** Refrigerators and freezers shall be equipped with internal working thermometers.

**Compliance 26.4.** Precautions shall be taken to prevent machinery, exposed pipes, and equipment from entrapping foreign materials (for example, dust).

**Compliance 26.5.** Equipment shall be appropriately tagged to correspond with inventory lists.

### **Standard 27: Emergency Preparedness**

**Compliance 27.1.** 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 NYC Aging's Provider Emergency Preparedness Plan located in the NYC Aging BOS system.

**Compliance 27.2.** The provider shall provide NYC Aging 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 NYC Aging via email every three months. Where a provider subcontracts its services, the provider shall provide NYC Aging with contact information for each of its subcontractors.

**Compliance 27.3.** The provider shall conduct an emergency exercise (e.g., a Tabletop exercise) at least once annually, and document date of completion.

**Compliance 27.4.** The provider shall work with NYC Aging'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 27.5.** The provider shall provide any additional information requested by NYC Aging during an emergency event (including, but not limited to, phone numbers, data, reports, etc.) preferably by Close of Business but no later than 10:00am EST the following morning.

## **Standard 28: Elder Abuse Detection and Training**

**Compliance 28.1.** Deliverers shall be trained in elder abuse detection, reporting and counseling, and receive supplemental refresher training regarding the same at least once every three (3) years.

**Compliance 28.2.** 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 8. Administration**

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### **Standard 29: Documenting the Delivery of Meals**

**Compliance 29.1.** 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 NYC Aging upon request.

**Compliance 29.2.** Using the NYC Aging-required database, each provider shall utilize the HDM app to provide daily information, on a client level meal delivery.

### **Standard 30: Client Complaints**

**Compliance 30.1.** 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 NYC Aging.

**Compliance 30.2.** 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.

**Compliance 30.3.** 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 or missed meal.

### **Standard 31: Customer Satisfaction**

**Compliance 31.1.** 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, if requested. Feedback from surveys should be used for program enhancement, and survey results must be made available to NYC Aging upon request.

### **Standard 32:     Data Management and Record Retention**

**Compliance 32.1.** The provider shall utilize the NYC Aging client tracking system and the HDM App to document service and maintain up-to-date records of service delivery in NYC Aging's client tracking system.

**Compliance 32.2.** The provider shall review client data in the NYC Aging client tracking system and update, if necessary, at least quarterly.

**Compliance 32.3.** 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 32.4.** Units entered in the NYC Aging client tracking system must match invoiced units and route sheets.

**Compliance 32.5.** 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 NYC Aging:

- Menus actually served, with documented substitutions;
- Copies of meal packaging, labels, and reheating instructions;
- Monthly food supply costs and monthly inventory;
- 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 time and temperature logs;
- Site, kitchen, and route monitoring reports;
- Health Department inspection reports;
- Participant surveys and evaluations;
- Complaint logs and documentation of complaint investigations and resolutions;
- Contract, budget, and payroll/timesheet documents;
- Monitoring reports.

### **Standard 33:     Contributions**

**Compliance 33.1.** 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 33.2.** 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 NYC Aging 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 deliverer 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 in 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 develop a policy of spot-checking contributions to ensure that driver/deliverers are accurately submitting contributions. The provider shall provide this policy to NYC Aging.
- The provider shall report the actual contributions received on invoices submitted to NYC Aging for payment.

*Note: If the provider has another NYC Aging-funded contract for which contributions are also recorded (for example, older adult 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.*

## **Section 9. Language Access**

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### **Standard 34:     Language Access (See also General Program Standards, Standard 9)**

**Compliance 34.1.** The provider shall provide on-demand language assistance, free of charge, to persons with limited English proficiency (LEP).

**Compliance 34.2.** 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 34.3.** The provider shall train staff that have contact with the public in the timely and appropriate use of these and other language services.

**Compliance 34.4.** 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.

**Compliance 34.5.** Essential documents are translated into the non-English language of regularly encountered LEP groups in the provider's catchment area, and in other languages, if requested. Vital documents include, but are not limited to, consent forms, complaint forms, information packets, surveys, notices of rights, and notices advising LEP persons of the availability of free language assistance.



## Appendix A. Definitions

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### Approved Menu

The Approved Menu is the menu that the provider submits to the NYC Aging Nutritionist for review and approval through the web-based platform simple servings. All menus must be submitted for approval by the deadline communicated by NYC Aging.

### 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 NYC Aging. 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 NYC Aging contracts with to deliver meals to clients enrolled in the HDM program. Regardless as to whether a provider subcontracts with a caterer, older adult 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 NYC Aging.

### Meal Types

- **Chilled:** A meal that is cooked and then cooled to 40°F or less following food safety guidelines. Meal instructions must state that the meal has a shelf life of 2 days from the day of production and should be kept in the refrigerator until ready for consumption and should be reheated according to the packaging instructions.
- **Cold:** A meal that is prepared and held at 40°F or less. Meal instructions must state that the meal has a maximum shelf life of 2 days from the day of production and should be kept in the refrigerator until ready for consumption and does not need to be reheated.
- **Frozen:** A meal that is prepared and frozen following food safety guidelines. Meal instructions must state that

the meal should be kept in the freezer until ready for consumption and should be reheated according to the packaging instructions. Alternatively, meal instructions may state that the meal can be placed in the refrigerator and defrosted overnight and reheated according to instructions.

- **Hot:** A meal that is cooked following food safety guidelines and held at a temperature no less than 140°F at all times up to delivery. Meal instructions must state that a hot meal has a maximum shelf life of 2 days from the day of production and if not eaten immediately upon delivery, should be stored in the refrigerator until ready to be consumed.
- **Modified Atmospheric Packaging (MAP) Fresh Chilled:** A MAP 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 (DOHMH)**

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

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

NYSOFA is NYC Aging's state oversight agency. NYSOFA issues many of the requirements that NYC Aging 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 NYC Aging Nutrition Staff member who conducts individualized nutrition counseling to clients by phone, virtually, or in the client's home. Nutrition counseling may be provided to clients who are determined to be at high nutrition risk, based on the Nutrition Risk Screening tool, or by self-referral.

### **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 249 Service Days per year, including every weekday, except when the provider is closed for a holiday.

### **Unit of Service**

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

New York City  
Food Standards

# Meals and Snacks Purchased and Served

*This document outlines standards for food purchased and meals and snacks served by City agencies and their contractors, with the goal of improving the health of all New Yorkers. The New York City (NYC) 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. The Standards help to combat some of the structural inequities that make healthy eating inaccessible for those with limited resources by ensuring that any New Yorker accessing meals or snacks from City agencies and their contractors will be served more nutritious foods. The Standards recognize the importance of promoting an economically and environmentally sustainable food system that supports local and regional economies while minimizing environmental impacts and the alignment of this effort with long-term public health goals. Thus, NYC has committed to adopting a Good Food Purchasing<sup>1,2</sup> framework to align and direct its food buying power in support of healthy and sustainable food practices. Requirements and recommendations related to these priorities are included throughout the Standards and reflect the interrelated nature of promoting individual, community and planetary health.*

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

### Section 1. Standards for Purchased Food

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

### Section 2. Standards for Meals and Snacks Served

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

### Section 3. Agency- and Population-Specific Standards and Exceptions

| Addresses standards for specific populations (for example, children) and agencies. The additions and exceptions in this section supersede the first two sections. For example, children ages 12 months to 2 years may be served whole milk instead of 1% or nonfat milk as required in Section 1.

The first two sections overlap: All purchased food items must meet the standards in Section 1 and be incorporated into meals or snacks that meet the nutrient requirements in Section 2. The Standards for Purchased Food have been adopted to provide healthier options for those who only eat a few items of each meal. The Standards for Meals and Snacks Served have been adopted to provide those eating whole meals and snacks with a nutritious, balanced diet.

The Standards were developed based on each City agency's 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 July 1, 2023. 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

<sup>1</sup> Center for Good Food Purchasing Program. The Good Food Purchasing Values. Available at [goodfoodpurchasing.org](https://goodfoodpurchasing.org).

<sup>2</sup> View the Executive Order at [nyc.gov/assets/home/downloads/pdf/executive-orders/2022/eo-8.pdf](https://nyc.gov/assets/home/downloads/pdf/executive-orders/2022/eo-8.pdf).

of the program. These Standards do not apply to concessions that provide food for sale through leases, licenses or contracts at City programs.

The Standards were first made effective by an Executive Order in 2008. Executive Order 8,<sup>2</sup> signed on February 10, 2022, continues the mandate for the Food Standards and requires that they are reviewed and revised every three years. The Standards were revised in March of 2022. Updates were previously made in 2011, 2014 and 2017. The Executive Order mandates that all City agencies follow the Standards for all foods that are purchased, prepared or served by the agency, agency contractors or both, as well as the NYC Standards for Food Vending Machines and the NYC Standards for Beverage Vending Machines.<sup>3</sup> The Executive Order also commits to the establishment of a Good Food Purchasing framework to provide transparency about how mayoral agencies' food procurements impact core values relating to local economies, environmental sustainability, valued workforce, animal welfare and nutrition.

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

## Section 1. 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>4</sup>*

### A. Nutrient Requirements

*The following applies to all purchased food.*

#### Trans fat

**Require** all items are free of partially hydrogenated oils (for example, industrially produced trans fats).<sup>5</sup>

#### Sodium

**Require** all individual items contain less than or equal to ( $\leq$ ) 480 milligrams (mg) of sodium per serving, unless a lower standard is specified in the Food Category Requirements below.

**Recommend** "low-sodium" items ( $\leq$  140 mg of 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. City agencies are not required to purchase food or beverages from the categories outlined below.*

**Recommend** products that are grown by producers using low amounts of or no pesticides, or an integrated pest management system.

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<sup>3</sup> View the NYC Standards for Food Vending Machines at [nyc.gov/assets/doh/downloads/pdf/cardlo/cardlo-vending-machines-standards.pdf](https://nyc.gov/assets/doh/downloads/pdf/cardlo/cardlo-vending-machines-standards.pdf) and the NYC Standards for Beverage Vending Machines at [nyc.gov/assets/doh/downloads/pdf/cardlo/cardlo-vending-machines-bev-standards.pdf](https://nyc.gov/assets/doh/downloads/pdf/cardlo/cardlo-vending-machines-bev-standards.pdf).

<sup>4</sup> Serving size is based on the Food and Drug Administration's established lists of "Reference Amounts Customarily Consumed Per Eating Occasion."

<sup>5</sup> Restriction is consistent with federal law. For more information, visit [federalregister.gov/documents/2015/06/17/2015-14883/final-determination-regarding-partially-hydrogenated-oils](https://www.federalregister.gov/documents/2015/06/17/2015-14883/final-determination-regarding-partially-hydrogenated-oils).



- | Recommend foods produced using regenerative agricultural practices.
- | Recommend animal products are produced without the use of antimicrobial drugs for disease prevention purposes.

### **Beverages**

- | **Require** all beverages contain  $\leq 24$  calories per 8 ounces (oz), except milk and 100% fruit juice.
- | **Require** fruit juice be 100% with no added sweeteners.
- | **Require** milk be 1% or nonfat with no added sweeteners.
- | **Require** fluid milk substitutes (or nondairy beverages) are nutritionally equivalent to fluid milk (for example, soy milk) and contain  $\leq 9$  grams (g) of sugar per 8 oz.

### **Dairy**

- | **Require** low-fat or nonfat yogurt be plain (unflavored) or contain  $\leq 25$  g of sugar per 8 oz or equivalent (for example,  $\leq 12$  g of sugar per 4 oz, or  $\leq 19$  g of sugar per 6 oz) or 14 g of added sugar per 8 oz or equivalent.
- | **Require** cheese contain  $\leq 350$  mg of sodium per serving.<sup>6</sup>
- | Recommend serving only plain (unflavored) yogurt and phasing out sweetened yogurt.

### **Bread and other grains**

- | **Require** all breads and grains (for example, dinner rolls, bagels, tortillas, breakfast breads, muffins, pastries, cakes and cookies) served as part of meal service (breakfast, lunch or dinner):
  - | Contain  $\leq 18$  g of sugar per serving.
  - | Contain  $\leq 290$  mg of sodium per serving.
 See separate standards for sliced sandwich bread, cereal and snacks below.
- | **Require** sliced sandwich bread:
  - | Contain  $\leq 180$  mg of sodium per serving.
  - | Be whole wheat or whole grain.<sup>7</sup>
  - | Contain greater than or equal to ( $\geq$ ) 2 g of fiber per serving.
- | Recommend all grains be whole grain<sup>7</sup> (for example, brown rice and whole-wheat pasta, dinner rolls, muffins, bagels and tortillas).

### **Cereal**

- | **Require** cereal:
  - | Contain  $\leq 215$  mg of sodium per serving.
  - | Contain  $\leq 6$  g of sugar per serving.

<sup>6</sup> Cottage cheese is exempt due to the limited availability of this product type that meets this standard.

<sup>7</sup> Contains all the essential parts and naturally occurring nutrients of the entire grain seed in their original proportions — 100% of the original kernel and all the bran, germ and endosperm. View at [wholegrainscouncil.org](http://wholegrainscouncil.org).

- Contain  $\geq 2$  g of fiber per serving.
- Be whole grain.<sup>7</sup>

**Require** cereals that contain dried fruit (for example, dried cranberries, dates and raisins) contain  $\leq 17$  g of sugar per serving. All cereals must still meet the above fiber and sodium standards.

#### **Fruits and vegetables**

- Require** canned and frozen vegetables contain  $\leq 220$  mg of sodium per serving.
- Require** canned and frozen beans contain  $\leq 290$  mg of sodium per serving.
- Require** canned fruit is in 100% fruit juice or water with no added sugar. Do not purchase fruit canned in syrup.

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

- Require** canned and frozen seafood contain  $\leq 290$  mg of sodium per serving.
- Recommend seafood purchased be from sustainable fisheries and stocks.

#### **Poultry**

- Require** canned and frozen poultry contain  $\leq 290$  mg of sodium per serving.

#### **Beef and pork**

- Require** canned beef or pork contain  $\leq 480$  mg of sodium per serving.
- Recommend ground beef and pork be extra lean (total fat  $\leq 5\%$ ) and  $\geq 90\%$  lean.

#### **Processed meat**

- Require** processed meat<sup>8</sup> (for example, deli meat or ham) contain  $\leq 480$  mg of sodium per serving.
- Require** phasing out processed meats<sup>8</sup> by 2025.
- Recommend processed breakfast meat (for example, bacon, turkey bacon and sausage) contain  $\leq 290$  mg of sodium per serving.

#### **Condiments and sauces**

- Require** salad dressings contain  $\leq 290$  mg of sodium per serving.
- Require** sauces contain  $\leq 480$  mg of sodium per serving.
- Require** soy sauce with “less” or “reduced” sodium.<sup>9</sup>

<sup>8</sup> Meat that has been transformed through salting, curing, fermentation, smoking or other processes to enhance flavor or improve preservation. Available at [who.int/news-room/q-a-detail/cancer-carcinogenicity-of-the-consumption-of-red-meat-and-processed-meat](https://www.who.int/news-room/q-a-detail/cancer-carcinogenicity-of-the-consumption-of-red-meat-and-processed-meat).

<sup>9</sup> Soy sauce is exempt from the sodium standard due to lack of market availability for products that meet this standard.

### Portion-controlled items and other convenience foods

**Require** portion-controlled items and other convenience foods (for example, breaded chicken, veal patties, and frozen French toast and waffles) contain  $\leq 480$  mg of sodium per serving.

### Frozen whole meals

**Require** frozen whole meals contain  $\leq 35\%$  of the Chronic Disease Risk Reduction<sup>10</sup> threshold for sodium (children 2 to 3 years:  $\leq 420$  mg of sodium; children 4 to 8 years:  $\leq 525$  mg of sodium; children 9 to 13 years:  $\leq 630$  mg of sodium; children 14 to 18 years, adults and seniors:  $\leq 805$  mg of sodium).

### Fats and oils

Recommend increasing unsaturated plant oils (for example, olive oil, canola oil, corn oil and sunflower oil) and minimizing saturated animal fats and plant oils (for example, butter and coconut and palm oils).

## Section 2. Standards for Meals and Snacks Served

*This section applies to all meals and snacks that are served.<sup>11</sup> All City agencies must have a plan for regular menu review to make sure 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.
- Require** that sites solicit client feedback annually regarding meals and snacks and consider results as part of their menu planning process. Sites must solicit client feedback regarding cultural preferences, taste and food quality.
- Recommend establishing size standards for food containers (for example, smaller food plates or beverage cups) to help ensure reasonable portion sizes.
- Recommend whole foods (unprocessed) or foods that are minimally processed when possible.<sup>12</sup>
- Recommend focus on seasonal and locally sourced foods when developing menus.
- Recommend cooking from scratch whenever possible.
- Recommend increasing unsaturated plant oils (for example, olive oil, canola oil, corn oil and sunflower oil) and minimizing saturated animal fats and plant oils (for example, butter and coconut and palm oils).

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<sup>10</sup> Chronic Disease Risk Reduction Levels are based on the United States Department of Agriculture (USDA) 2020-2025 Dietary Guidelines for Americans at [dietaryguidelines.gov/sites/default/files/2020-12/Dietary\\_Guidelines\\_for\\_Americans\\_2020-2025.pdf](https://www.dietaryguidelines.gov/sites/default/files/2020-12/Dietary_Guidelines_for_Americans_2020-2025.pdf)

<sup>11</sup> See Page 11 for children's standards and other population-specific exceptions.

<sup>12</sup> Whole foods are unprocessed foods that are edible parts of plants or animals after separation from nature. Minimally processed foods are "unprocessed, or whole foods, altered by industrial processes such as the removal of inedible parts to extend shelf life but that do not add or introduce any new substance (such as fats, sugars, or salt)." Examples include milk, frozen fruits and vegetables, nuts and whole grains (adapted from NOVA, a food classification system).

## B. Meals Served

### 1. Nutrient Requirements

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

- Require** three meals combined meet the following daily standards:<sup>13,14</sup>

Calories*	2,000 calories
Sodium	< 2,300 mg
Saturated Fat	< 10% of total calories
Fiber	≥ 28 g
Added Sugar	< 10% of total calories

\***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% to 30% for breakfast
  - 30% to 35% for lunch
  - 30% to 35% for dinner
- Require** each meal served meets the percentage for saturated fat stated on the chart above.
- Require** total meals served daily meet the percentage for added sugar stated on the chart above.
- Recommend each meal served meets the percentage for added sugar stated on the chart above.

**Note regarding added sugar meal standard:** If an agency or their contractors cannot assess their compliance with the added sugar standard due to limitations of vendors, contracts, data and/or software, agencies must submit an action plan that includes: 1) a strategy for data collection and assessment and expected timeline for assessment and 2) any available nutrition data on added sugar. This plan must be submitted to the Mayor's Office of Food Policy and the New York City Department of Health and Mental Hygiene (NYC Health Department) on or before December 31, 2022. The NYC Health Department will work with agencies to develop reporting plans following the submission of the action plan.

<sup>13</sup> Standards are based on the United States Department of Agriculture (USDA) 2020-2025 Dietary Guidelines for Americans. Visit [dietaryguidelines.gov/sites/default/files/2021-03/Dietary\\_Guidelines\\_for\\_Americans-2020-2025.pdf](https://dietaryguidelines.gov/sites/default/files/2021-03/Dietary_Guidelines_for_Americans-2020-2025.pdf).

<sup>14</sup> Recommend the following daily nutrient standards: Protein: 10 to 35% of total calories; Carbohydrate: 45 to 65% of total calories; Potassium: 4,700 mg; Calcium: 1,000 mg; Iron: > 8 mg for males and 18 mg for females.



## Exemption

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

- | Meals are prepared on-site or by another similar program (for example, a day care center that prepares food for another facility).
- | Program does not have access to a nutritionist (City agency-employed, consultant or contractor) 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.

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.

## 2. Meal Requirements

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

### Fruits and vegetables

- | **Require** at least 1 serving<sup>15</sup> of fruit per day. 100% fruit juice does not count toward this requirement.
- | **Require** starchy vegetables<sup>16</sup> be limited to no more than 1 serving<sup>15</sup> per day.
- | **Require** for sites serving three meals per day:
  - | 5 or more servings<sup>15</sup> of fruits and vegetables at lunch and at dinner.
  - | At least 2 servings<sup>15</sup> of nonstarchy vegetables<sup>16</sup> per day.
- | **Require** for sites serving one to two meals per day:
  - | 2 or more servings<sup>15</sup> of fruits and vegetables at lunch and at dinner.
  - | At least 1 serving<sup>15</sup> of nonstarchy vegetables<sup>16</sup> per day.
- | **Recommend:**
  - | 2 or more servings<sup>15</sup> of fruits and vegetables at breakfast.
  - | Fresh or frozen fruits and vegetables are served instead of canned.
  - | 2 servings<sup>15</sup> per week of dark green vegetables.<sup>17</sup>
  - | 6 servings<sup>15</sup> per week of red and orange vegetables.<sup>18</sup>

<sup>15</sup> One serving of fruit or vegetable for adults is equal to a cup or oz equivalent as defined by the USDA. For detailed descriptions of fruit and vegetable cup equivalents, visit [myplate.gov/eathealthy/vegetables](https://myplate.gov/eathealthy/vegetables) (see "cup of vegetable table") and [myplate.gov/eathealthy/fruits](https://myplate.gov/eathealthy/fruits) (see "cup of fruit table").

If serving children age 13 years and younger, a serving of fruits and/or vegetables is equal to:

- Age 2 to 3 years (child care): 1/2 cup equivalent
- Age 4 to 13 years (pre-K, elementary and middle school): 3/4 cup equivalent

<sup>16</sup> Starchy vegetables include potatoes, corn, green peas, lima beans, plantains and cassava. Nonstarchy vegetables include lettuce, asparagus, broccoli, cucumber, spinach, mushrooms, peppers, carrots and tomatoes.

<sup>17</sup> Dark green vegetables include broccoli, spinach, leafy salad greens, collards and kale.

<sup>18</sup> Red and orange vegetables include tomatoes, carrots, sweet potatoes, peppers, winter squash and pumpkin.

## Grains

- | **Require** at least half of all grains served<sup>19</sup> are whole grains<sup>7</sup> (for example, brown rice and whole-wheat pasta, dinner rolls, bagels and tortillas).
- | **Require** all cereal and sliced sandwich bread served are whole grain.<sup>7</sup>
- | Recommend all grains served are whole grain.<sup>7</sup>

## Protein foods

### Beef

- | **Require**, for sites serving three meals per day, no more than 2 servings<sup>19</sup> of beef per week only.
- | **Require**, for sites serving one to two meals per day, no more than 1 serving<sup>19</sup> of beef per week per meal type.<sup>20</sup>

### Processed Meat

- | **Require**, for sites serving three meals per day, no more than 1 serving<sup>19</sup> of processed meat<sup>8</sup> per week per meal type.<sup>20</sup>
- | **Require**, for sites serving one to two meals per day, no more than 2 servings<sup>19</sup> of processed meat<sup>8</sup> per month (or no more than one serving every other week) per meal type.<sup>20</sup>
- | **Require** phasing out processed meats<sup>8</sup> by 2025.

### Plant-Based Protein

- | **Require** at least 1 serving<sup>19</sup> of plant-based entrees<sup>21</sup> featuring a whole or minimally processed plant-based protein (for example, beans, lentils, peas, nuts, edamame or tofu) per week per meal type (except breakfast).
- | Recommend 2 servings<sup>19</sup> of plant-based entrees<sup>21</sup> featuring whole or minimally processed plant-based protein (for example, beans, lentils, peas, nuts, edamame or tofu) per week per meal type.

### Seafood

- | Recommend 1 to 2 servings<sup>19</sup> of seafood per week with at least one of those servings being fish (for example, tuna or salmon) that contain heart-healthy oils.
- | Recommend seafood purchased be from sustainable fisheries and stocks.

## Dairy

- | Recommend serving cheese as the primary protein no more than once per week per meal type.<sup>20</sup>

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<sup>19</sup> Serving is defined by an item appearing on the menu. Recommend 1 serving of plant-based protein be a minimum of 2 oz-equivalents. For more detailed information, see the "Ounce-Equivalent of Protein Foods Table" at [myplate.gov/eathealthy/protein-foods](https://myplate.gov/eathealthy/protein-foods).

<sup>20</sup> Meal type refers to the type of meal being served (for example, breakfast, lunch or dinner).

<sup>21</sup> An entree that includes a whole or minimally processed plant-based protein item such as beans, chickpeas, lentils, edamame, tofu, nuts and seeds as the primary protein component.

## Beverages

- | **Require**, for sites serving adults, beverages contain  $\leq 24$  calories per 8 oz, with the exceptions of milk and 100% fruit juice.
- | **Require** water at all meals (this can be in addition to or in place of other beverages regularly served). Recommend tap water whenever possible.
- | **Require** milk be 1% or nonfat with no added sweeteners.
- | **Require** fluid milk substitutes (or nondairy beverages) are nutritionally equivalent to fluid milk (for example, soy milk) and contain  $\leq 9$  g of sugar per 8 oz.
- | **Require** juice be:
  - | 100% fruit juice with no added sweeteners.
  - | Limited to portion sizes of  $\leq 6$  oz, if served.
  - | Served no more than once per day if providing meals.
- | 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.

### 1. Overall Requirements

- | **Require** items free of partially hydrogenated oils (for example, industrially produced trans fats).<sup>5</sup>

## Beverages

- | **Require**, for sites serving adults, beverages contain  $\leq 24$  calories per 8 oz, except milk and 100% fruit juice.
- | **Require** milk be 1% or nonfat with no added sweeteners.
- | **Require** fluid milk substitutes (or nondairy beverages) are nutritionally equivalent to fluid milk (for example, soy milk) and contain  $\leq 9$  g of sugar per 8 oz.
- | **Require** juice be:
  - | 100% fruit juice with no added sweeteners.
  - | Limited to portion sizes of  $\leq 6$  oz, if served.
  - | Served no more than once per day if providing meals.
- | **Require** water at all snack times. Recommend tap water whenever possible. Refer to Executive Order 54 of 2020, ending the purchase of single-use plastic bottles and restricting their sale on City property.<sup>22</sup>
- | Recommend serving juice less frequently or phasing out completely.

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<sup>22</sup> To read the Executive Order 54 of 2020, visit [nyc.gov/assets/home/downloads/pdf/executive-orders/2020/eo-54.pdf](https://nyc.gov/assets/home/downloads/pdf/executive-orders/2020/eo-54.pdf).

## 2. Food Category Requirements

*Recommend choosing more whole foods such as fruits, vegetables, nuts and seeds.*

### Fruits and vegetables

Examples of fruits and vegetables: 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 be whole grain<sup>7</sup> and contain  $\leq 180$  mg of sodium per serving.

**Require** cereal:

- Be whole grain.<sup>7</sup>
- Contain  $\leq 215$  mg of sodium per serving.
- Contain  $\leq 6$  g of sugar per serving.
- Contain  $\geq 2$  g of fiber per serving.

**Require** all breads and grains (for example, crackers, pita bread, granola bars, muffins and cookies):

- Contain  $\leq 200$  mg of sodium per serving.
- Contain  $\leq 10$  g of sugar per serving.
- Contain  $\geq 2$  g of fiber per serving.

**Require** at least half of all grains served are whole grains.<sup>7</sup>

Recommend all grains served are whole grain.<sup>7</sup>

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

Pastries, croissants and cake are not recommended.

### Protein<sup>23</sup>

Recommend lean, low-sodium protein choices.

Examples of protein choices: hummus, bean dip, cottage cheese, low-fat cheese, hard-boiled eggs, low-fat or nonfat plain (unflavored) yogurt, low-sodium tuna, grilled chicken, nuts, nut butters and sunflower seeds.

### Example snack choices, all served with water:

- Peanut butter, whole-grain crackers and apple slices
- A peach and whole-grain crackers
- Half of one tuna or grilled chicken sandwich on whole-wheat bread with lettuce and tomato
- Edamame served with whole-wheat pita triangles and carrot sticks
- Low-fat milk and whole-grain cereal with fresh berries
- Low-fat (unflavored) yogurt topped with blueberries and granola
- Hummus with whole-grain pita and sliced red peppers

<sup>23</sup> Per the Child and Adult Care Food Program (CACFP), this category is referred to as "meat or meat alternative."



#### 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 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 (for example, once per month).
- | Recommend, if serving sweets or desserts, offering them in moderation and in small portions (for example, one small cookie per person).
- | Recommend adhering to beverage standards described in Section 1.B on Page 2.
- | Recommend eliminating all foods that meet the USDA definition of Foods of Minimal Nutritional Value (FMNV).<sup>24</sup> Examples of FMNV include chewing gum, candy and ice pops.

### Section 3. 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 those age 18 years and younger.

##### 1. Requirements for Purchased Foods

Agencies purchasing food for children (age 18 and younger) are required to follow the standards listed in Section 1 unless stated otherwise below:

##### All food and beverages

- | **Require**, for sites serving a majority of children age 18 and younger, food and beverages do not contain low-calorie or no-calorie sweeteners.

##### Beverages

- | **Require**, for child care facilities regulated by Article 47 of the NYC Health Code, not serving 100% fruit juice to children age 2 and younger.
- | **Require**, for child care facilities regulated by Article 47 of the NYC Health Code, 100% fruit juice with no added sweeteners limited to ≤ 4 oz per serving.

##### Milk and milk substitutes

- | **Require**, for child care facilities regulated by Article 47 of the NYC Health Code, only unsweetened milk.
- | **Require**, for children age 12 months to 2 years, only unsweetened whole milk.

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<sup>24</sup> The definition is available at [govinfo.gov/content/pkg/CFR-2011-title7-vol4/pdf/CFR-2011-title7-vol4-part210-appB.pdf](https://www.govinfo.gov/content/pkg/CFR-2011-title7-vol4/pdf/CFR-2011-title7-vol4-part210-appB.pdf).

- | **Require**, for children age 2 years and older, only unsweetened 1% or nonfat milk (unless milk with a higher fat content is medically required, as documented by a child's medical provider).
- | **Require**, for children age 4 to 18 years, flavored milk or flavored fluid milk substitutes be ≤ 130 calories per serving.
- | Recommend that agencies set a time line for phasing out flavored milk and flavored fluid milk substitutes.

## 2. Nutrient Requirements for Meals and Snacks Served<sup>25</sup>

### Overall requirements

- | Recommend, for agencies serving a majority of participants age 18 years and younger, following the National Academies of Sciences, Engineering, and Medicine's Dietary Reference Intakes for appropriate age groups.<sup>26</sup>

### Sodium

- | **Require**, for sites serving a majority of children age 2 to 3 years, limiting sodium to ≤ 1,200 mg per day (breakfast: ≤ 360 mg; lunch: ≤ 420 mg; and dinner: ≤ 420 mg).
- | **Require**, for sites serving a majority of children age 4 to 8 years, limiting sodium to ≤ 1,500 mg per day (breakfast: ≤ 450 mg; lunch: ≤ 525 mg; and dinner: ≤ 525 mg).
- | **Require**, for sites serving a majority of children age 9 to 13 years, limiting sodium to ≤ 1,800 mg per day (breakfast: ≤ 540 mg; lunch: ≤ 630 mg; and dinner: ≤ 630 mg).

### Fiber

- | **Require**, for sites serving a majority of children age 2 to 3 years old, ≥ 14 g of fiber per day.
- | **Require**, for sites serving a majority of children age 4 to 8 years old, ≥ 19 g of fiber per day.
- | **Require**, for sites serving a majority of children age 9 to 13 years old, ≥ 24 g of fiber per day.

### Calories

- | Participants of the School Breakfast Program and National School Lunch Program 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 people who may require a higher than average caloric intake. **Require** ≤ 2,200 calories per day for females and ≤ 2,800 calories per day for males.<sup>27</sup>

<sup>25</sup> See Page 7 for programs that are exempt from this standard.

<sup>26</sup> The National Academies of Sciences, Engineering, and Medicine. Health and Medicine Division. To view the Dietary Reference Intakes tables and application, visit [nationalacademies.org/hmd/Activities/Nutrition/SummaryDRIs/DRI-Tables.aspx](https://nationalacademies.org/hmd/Activities/Nutrition/SummaryDRIs/DRI-Tables.aspx).

<sup>27</sup> Calorie requirements are based on 2020-2025 Dietary Guidelines for Americans, which only offer information by sex assigned at birth.

### C. Youth Detention Facilities

Agencies serving the youth detention population have a majority of young, moderately active people who may require a higher than average caloric intake. **Require** ≤ 2,500 calories per day for males.<sup>27,28</sup>

### D. Adult Male Residents of the Shelter System

**Require** ≤ 2,600 calories per day for males residing in the shelter system (for example, single-adult male shelters, safe havens, drop-in centers, adult family shelters, and those for families with children).<sup>27,28</sup>

### E. Child Care Services Providers

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

### F. Patients Under Therapeutic Care

Nutrition requirements consistent with established medical guidelines and diets for patients under therapeutic care supersede 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.

**Require** plant-based meal and snack options be available to patients upon request, in compliance with New York State law.<sup>29</sup>

### G. Populations With Religious or Special Dietary Food Needs

If an agency cannot meet the required purchased food standards in Section 1 due to a lack of availability of food items that meet specific needs of the population it serves (for example, packaged kosher foods), the agency is expected to seek suitable replacements in the marketplace as quickly as possible. The agency must identify and report these products to the Mayor's Office of Food Policy and the NYC Health Department.

### H. 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 1. This does not include food purchased for the intention of a disaster response outlined in this section (see Section 3.K: Foods for Disaster Response).

### I. 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 1. However, agencies and programs accepting these foods are **required** to meet the standards outlined in Section 2. Agencies and programs are expected to provide documentation upon request to verify which products were obtained through the commodity food program.

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<sup>28</sup> Based on agency-specific population data.

<sup>29</sup> New York State regulations can be found at [legislation.nysenate.gov/pdf/bills/2019/S1471A](https://legislation.nysenate.gov/pdf/bills/2019/S1471A).



## J. Donated Foods

- Foods that are donated or provided at no cost to a program may be permitted to be served as a supplement to regularly scheduled food service.
- Donated individual food items that contain Nutrition Facts labels, such as those listed in Section 1 (for example, canned and frozen vegetables, sliced sandwich bread) must adhere to the standards outlined in Section 1. These items are not required to meet standards in Section 2.
- Donated ready-to-eat or prepared foods (for example, ready-to-eat sandwiches or meals) are not required to meet standards outlined in Sections 1 and 2. If supplementing food service with donations of prepared foods, programs should make an effort to serve these foods in small portions (for example, half-sized sandwiches).
- Programs may not accept any donations of candy, desserts (for example, cakes, cookies and pastries), fried foods (for example, fried chicken, potato chips, French fries and doughnuts) or sugary drinks (for example, soda, fruit drinks and iced tea) for use in regular meal or snack service. If desserts are donated for a special occasion meal, it may be offered if a “healthy option” (for example, fresh fruit, leafy green salad and vegetable slices) is offered with it. These items may only be served in preplanned, special-occasion meals.
- Programs should prioritize donations that are healthy, including minimally processed, whole and plant-based foods, such as fruit, vegetables, whole grains and low-sodium foods, when possible.

## K. Foods for Disaster Response

- Food purchased by agencies to serve solely for a disaster or crisis response are not restricted by these Standards, recognizing that foods stocked for such purposes intentionally include nutrient-dense products.
- Recommend agencies develop a plan to address nutrition requirements for meals and snacks served during prolonged disaster (more than one month) and submit a plan to the NYC Health Department.

For more information, visit [nyc.gov/health](https://nyc.gov/health) and search for **NYC Food Standards**, or call **311**.