Insert SFA Name Here

# Modification to an Existing Contract

This document acts as a modification to an existing contract to provide meals under the National School Lunch Program (NSLP), School Breakfast Program (SBP), After-School Snack Program (ASSP), and At-Risk Supper Program.

This document is in reference to a contract agreement dated **[insert date]** between the following parties **[insert SFA name]** and **[insert Vendor/FSMC name]**

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and /or additions outlined below. These additions shall be made valid as if they are included in the original stated contract.

## Stated contract for:

**Vendor/FSMC name** hereby agree to adhere to the following two provisions:

### Civil Rights Compliance and Enforcement

The contractor shall comply with FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities as follows:

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

### Food and Packaging Waste

The contractor shall comply with D.C. Law 23-211. Zero Waste Omnibus Amendment Act of 2020 as follows:

Schools shall provide accessory disposable food service ware ***only upon request*** by the student or at a self-serve station. Meals shall not include accessory disposable food service ware unless specifically requested by the student.

* “Accessory disposable food service ware” means any disposable food service ware, including straws, utensils, condiment cups and packets, cup sleeves, and napkins, that is not used to hold or contain food.

Applicable for Food Service Management Company (FSMC) contracts only: Schools are strongly encouraged to establish share tables.

* “Share table” is a location where school community members can place unopened or sealed foods to provide for other community members to take food that would otherwise be thrown away.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated modification.

This modification of agreement shall be binding upon and attest to the benefit of parties, their successors and assigns:

| ***Name of SFA******SFA Official’s printed name and title*** |
| --- |
| *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| ***SFA Official’s Signature Date*** |
| *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Name of Contractor****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Contractor Official’s printed name and contact information (email, phone number)*** |
| *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| ***Contractor Official’s Signature Date*** |