

ASSIGNMENT OF USDA FOODS PLANNED ASSISTANCE LEVEL(PAL) AGREEMENT BETWEEN THE SCHOOL FOOD AUTHORITY AND THE FOOD SERVICE MANAGEMENT COMPANY OR VENDOR

This agreement is for the _____ school year, between _____ the School Food Authority (SFA) and _____ the Food Service Management Company (FSMC) or Vendor. Both parties signing below acknowledge the mutual responsibilities.

The following is required to allow the FSMC or Vendor to place orders and/or be the receiving location for United States Department of Agriculture (USDA) Donated Foods (USDA Foods). USDA Foods include Direct-Ship USDA Foods, Department of Defense Fresh Fruit and Vegetable Program (DoD Fresh), and/or other bulk USDA Foods which are processed into finished end-products by a State Agency Approved Processor on behalf of the school directly or indirectly through the FSMC or Vendor.

1. By virtue of this agreement, the SFA assigns the FSMC or Vendor the authority and responsibility to receive USDA Foods on behalf of the SFA. This includes the right of refusal of such food if, at time of delivery, it is out of condition or unacceptable due to quality or incorrect product or quantity as allowed by federal regulation.
2. SFA identifies the below FSMC or Vendor's location(s) as the SFA approved delivery address(es) for the USDA Food type(s) indicated.

Delivery Address Details	DoD Fresh Produce	Processed Finished End-Products	Direct-Ship USDA Foods
Name of FSMC or Vendor			
Address			
City, State, Zip			

3. SFA will work cooperatively with the FSMC or Vendor staff to order USDA Foods to prepare reimbursable school meals according to Child Nutrition Program (CNP) requirements.
4. SFA authorizes the FSMC or Vendor to utilize the SFA's USDA PAL in the amount of **USDA Foods \$ _____ + DoD Fresh \$ _____ = Estimated Planned Assistance Level (PAL) allocated for meals \$ _____**. The SFA is not required to allocate its' entire PAL to the FSMC or Vendor. This amount may be adjusted based on usage and availability by the State Agency. If the FSMC or Vendor provides services for more than one SFA, the State Agency may upon request of the FSMC or Vendor combine them into a single FFAVORS account for the purposes of efficient ordering and receipting.
5. SFA agrees to the creation of a new USDA Fresh Fruits and Vegetables Order Receipt System (FFAVORS) account for the FSMC or Vendor or creation of a new delivery location under the FSMC or Vendor's existing FFAVORS account for the purpose of efficient ordering and receipting by the FSMC or Vendor.
6. FSMC or Vendor will credit the total value of all USDA Foods received and provide clear documentation of the value using approved value pass through method(s) identified in the SFA and FSMC or Vendor contract.
7. FSMC or Vendor agrees that activities relating to USDA Foods will be performed in accordance with the applicable requirements in 7 CFR part 250 as listed in the SFA and FSMC or Vendor contract.
8. FSMC or Vendor is not required to credit the SFA for the value of any USDA Foods it has either returned to the SFA or transferred to or allowed to be picked up from another FSMC, Vendor, Distributor, or Warehouse entity.

9. All parties agree that this agreement does not guarantee that a specific quantity or total value of USDA Foods will be ordered and received. USDA Foods will be ordered and received in an efficient manner in quantities that do not encourage stockpiling or waste.
10. Information exchanged between the parties is to be treated as proprietary and confidential.
11. FSMC or Vendor agrees to register at www.recalls.gov to receive automated FDA and USDA food safety notifications. ***(This should not be the sole source for food safety notifications or information)***
12. All parties agree to cooperate with each other and the State Agency with regard to all USDA Foods recalls and/or any other identified food safety issues including the notification and confirmation of receipt and/or use of affected products.
13. FSMC or Vendor agrees to complete any additional USDA and/or State Agency documents, such as the National Processing Agreement, State Participation Agreement, and/or In-State Processing Agreement as applicable.
14. This agreement will be effective_____.
15. This agreement terminates when the _____ school year contract for meals to the SFA terminates. Either party may terminate this agreement for cause upon 30 days with written notification or without cause upon 60 days written notification to the other party.

Food Service Management Company or Vendor

School Food Authority

Signature of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Contact Phone Number/Fax Number

Contact Phone Number/Fax Number

E-mail Address

E-mail Address

FSMC/Vendor Address

SFA Address

City/State/Zip Code

City/State/Zip Code