

Cooperative Service Agreement

Cooperative Service Agreement between (Name of Cooperator)
And the U.S. Department of Agriculture
Animal and Plant Health Inspection Service

This agreement is made between _____ (name of Cooperator), hereafter referred to as the Cooperator, and the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, hereafter referred to as APHIS, with respect to _____ (quarantine facility and address of facility). APHIS is authorized under the Animal Health Protection Act (7 U.S.C. 8301, *et seq.*) to regulate the entry of animals into the United States to prevent the introduction of animal and poultry diseases.

The Cooperator wants to import certain birds, poultry, or eggs for hatching of avian species originating from regions for which APHIS requires an import quarantine.

The Cooperator has a quarantine facility that meets the requirements of Title 9, *Code of Federal Regulations* (9 CFR) 93.106 (for commercial birds) and 9 CFR 93.210(a) and 9 CFR 93.211 (for poultry or eggs for hatching), as well as any other currently applicable APHIS guidance for such facilities (see VS Guidance 13401.1, "Approval and Oversight of Privately Owned Avian Quarantine Facilities in the United States".)

The Cooperator has asked APHIS to conduct inspections, perform laboratory procedures, complete examinations, and supervise the isolation, quarantine, and care and handling of regulated commodities to ensure they meet APHIS quarantine requirements before release into the United States.

The parties intend that their cooperation shall benefit themselves and the people of the United States.

Now, therefore, for and in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

A. The Cooperator agrees:

- 1) To operate the quarantine facility in accordance with all Federal laws and regulations.
- 2) To provide APHIS with a current list of designated personnel employed by the Importer who will handle and care for regulated commodities during the quarantine period. The list will include the legal names and current residential addresses of the designated personnel. The list will be furnished to APHIS when the Cooperator submits an application for a permit to import regulated commodities into the quarantine facility. The list will be updated for any changes in or additions to the designated personnel before new personnel work in the quarantine facility.

- 3) To give APHIS a signed statement from each of the designated personnel employed by the Cooperator stating that such personnel agree that for 3 days from their most recent contact with regulated commodities in the quarantine facility, they will refrain from contact with other birds and poultry. This restriction ceases to apply on the date the regulated commodities are released from quarantine.
- 4) To not permit to work any designated personnel APHIS determines to be unfit to work at a quarantine facility on written notice from APHIS. APHIS will base its determination on the employee's committing or aiding and abetting in the commission of any violation of the requirements in 9 CFR part 93. The Cooperator further agrees to suspend any designated employee from working at a quarantine facility when APHIS has reason to believe that the employee has violated any provision of 9 CFR part 93, and the Administrator has determined that the actions of the employee threaten to introduce or disseminate a communicable disease of poultry into the United States. The Cooperator shall discharge or suspend such personnel on receiving notice from APHIS requiring such action.
- 5) To allow the unannounced entry into the quarantine facility of APHIS personnel or other persons authorized by APHIS to inspect regulated avian species in quarantine, observe operations at the quarantine facility, and to ascertain compliance with the standards for quarantine facilities and handling procedures for importation of commercial birds in 9 CFR 93.106(c) or standards for operating poultry quarantines in 9 CFR 93.210(a) and 9 CFR 93.211.
- 6) To provide permanent restrooms in both the clean and the quarantine areas of the quarantine facility and provide a showering area (with adequate room on both clean and quarantine sides for required changes of clothing and for used towels) for personnel entering or leaving all quarantine containment areas.
- 7) To provide a TV monitoring system or a window or windows sufficient to provide a full view of the quarantine area, excluding the clothes changing area.
- 8) For commercial bird quarantine facilities: To install a communication system between the clean and quarantine areas of the facility. The system shall not interfere with the maintenance of the biological security of the quarantine area.
- 9) To secure all windows and any openings in the quarantine facility in a manner satisfactory to APHIS that will ensure the biological security of the quarantine facility and prevent the unauthorized removal of regulated commodities.
- 10) To install tamperproof hasps and hinges on doors from which the pins cannot be removed.
- 11) For commercial bird quarantine facilities: To install a hood with a viewing window over the necropsy table.

- 12) To bag wastes, trash, or other disposable materials in leakproof bags. Such material shall be handled to keep spoilage to a minimum and control pests. The materials may be retained until the quarantine has been completed and then may be disposed of as unregulated garbage; or otherwise be disposed of by incineration, public sewer (as appropriate), or other method authorized by the Administrator to prevent the spread of disease. If not retained until quarantine release, the materials shall only be disposed of under APHIS supervision.
- 13) To feed chlortetracycline to psittacine birds on their arrival in the facility as prescribed in 9 CFR 93.106(c)(3)(ii)(C).
- 14) To install an electronic security system coordinated through or with local police so that the facility is monitored when APHIS personnel are not there. In lieu of an electronic monitoring system, the Cooperator may arrange for continuous guarding of the facility by personnel from a bonded security company. If Newcastle disease (ND), avian influenza, or other communicable diseases of avians (as may be determined by APHIS to require such action) are diagnosed in any of the birds in the facility, the Cooperator shall maintain continuous guarding of the facility by personnel from a bonded security company. Any installed electronic security system shall be silent and shall be triggered to ring at the monitoring site and not at the facility. The system shall be approved by Underwriters Laboratories.

The Cooperator shall give the monitoring agency written instructions requiring that on activation of the alarm, the agency shall notify police and a designated APHIS representative. Such instructions, as well as any changes in such instructions, shall be filed in writing with the Administrator. The Cooperator shall notify APHIS whenever a break in security occurs or is suspected of occurring.
- 15) To bar unauthorized non-APHIS personnel from the quarantine area when regulated avian species are in the facility unless APHIS personnel are present.
- 16) To have APHIS seals placed on all entrances and exits of the facility when APHIS deems necessary and to take all necessary steps to ensure that such seals are only broken in the presence of APHIS personnel.
- 17) To determine the disposition of a lot of regulated commodities within 48 hours of official notification that the lot is infected with or exposed to Newcastle disease virus, avian influenza, or other communicable avian disease. Final disposition of the infected or exposed lot is to be accomplished within 4 working days of official notification. APHIS will supervise disposition of the regulated commodities.
- 18) To furnish a telephone number or numbers to APHIS where the Cooperator can be reached at any time or furnish the same for a representative who can act on the Cooperator's behalf.
- 19) To deposit with APHIS, on execution of this agreement, a credit card transaction or an electronic fund transfer, in an estimated amount determined by the Administrator, to defray all expected costs to be incurred by APHIS in providing services required. If actual costs exceed the deposited amount, the Cooperator will pay additional costs incurred, based on official accounting records, within 14 days of receipt of the bill showing the balance due.
- 20) To provide for the maintenance and operation of the quarantine facility in accordance with standards for quarantine facilities and handling procedures for importation of birds contained

in 9 CFR 93.106(c), or standards for operating poultry quarantines in 9 CFR 93.210(a) and 93.211, or other applicable APHIS guidance documents.

21) While performing this cooperative work, the Cooperator agrees to be bound by the equal opportunity and nondiscrimination provisions set forth in Attachment B and nonsegregation of facilities provisions set forth in Attachment C, which are attached hereto and made a part thereof.

B. APHIS agrees:

- 1) To furnish the services of technical and professional personnel needed to conduct inspections, perform laboratory procedures, complete examinations, and supervise the isolation, quarantine, and care and handling of imported regulated commodities to ensure that they meet APHIS quarantine requirements before release into the United States.
- 2) To issue import permits after receipt of the permit application, depending on the availability of APHIS personnel to provide the services required for quarantine, and the written or verbal notification to the National Import Export Services unit of approval (or reapproval) of the quarantine facility by an APHIS inspector.
- 3) To give the Cooperator, within 30 days of receiving a written request, an accounting of funds expended in providing services under paragraph (B)(1) of this agreement. Any unobligated balance on termination or expiration of this agreement shall be returned to the Cooperator; or, if requested by the Cooperator, may be applied if the Cooperator desires to fund additional future quarantines, but must be given a new account number.
- 4) To inform the Cooperator when a diagnosis of ND, avian influenza, or other communicable avian disease has been made in any facility.
- 5) To promptly inform the embassy or consulate of the foreign region to which lots of birds, refused entry into the United States due to a diagnosis of ND, avian influenza, or other communicable avian disease, are to be returned.
- 6) To notify the Cooperator in writing of any designated employee APHIS believes should be temporarily or permanently suspended from work at the quarantine facility and the basis for such action. Similar notice shall be afforded to the designated employee. After such suspension, the employee shall have the right to request an immediate review by the Administrator, including presenting his or her views to the Administrator in an informal conference. If the Administrator determines that grounds existed to temporarily or permanently suspend the employee, he or she shall notify the Cooperator and the employee of his or her decision and the Cooperator shall not consider the employee as eligible to continue to perform work at the facility.

7) Before its final determination concerning the disposition of any designated employee of the Cooperator, APHIS will inform, in writing, the Cooperator and the employee of the basis for such action. If the employee contests the action he or she shall be permitted to present his or her views to the Administrator if such request is made within 30 days of the receipt of the written notice. If the Administrator determines that the employee should not be considered eligible to work at the quarantine facility, he or she shall notify the employee and the Cooperator of such determination.

C. It is mutually understood and agreed:

- 1) That a maximum capacity will be established for each quarantine lot. This will be based on the capacity of the quarantine facility to handle the birds, poultry, or eggs for hatching. The number of regulated commodities listed on the permits will not exceed this capacity.
- 2) If the seals referred to in paragraph (A)(16) of this Agreement are broken by other than APHIS personnel, it will be considered a security breach and APHIS shall make an immediate accounting of all regulated commodities in the facility. If it is determined at any time during the nominal quarantine period that any regulated commodities are missing from the facility, the quarantine period will be extended for an additional 30 days.
- 3) No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation to its general benefit.
- 4) For poultry quarantine services provided for the Cooperator: If, on inspection, the care, feeding, handling, or sanitation of the poultry and facilities is neglected, APHIS can then dispose of the poultry (which may include sale) at the end of the quarantine period.
- 5) This agreement shall become effective on the date the Service Center Director signs and shall continue until the permitted lot of birds, poultry, or eggs for hatching is released from quarantine. This agreement may be amended by agreement of the parties in writing. It may be terminated by either party on 30 days' written notice to the other party.

Signature of Cooperator: _____

Date: _____

Signature of Service Center Director: _____
Animal and Plant Health Inspection Service
U.S. Department of Agriculture

Date: _____

Equal Opportunity

The following clause is applicable unless this Agreement is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR 60).

During the performance of this Agreement, the Cooperator agrees as follows:

- A. The Cooperator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or age. The Cooperator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or age. Such action shall include, but not be limited to, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Cooperator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the APHIS Agreement Officer for this Agreement setting forth the provisions of this equal opportunity clause.
- B. The Cooperator will, in all of his or her solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or age.
- C. The Cooperator will send to each labor union or worker representative with whom he or she has a collective bargaining agreement or other contract or understanding a notice, to be provided by the APHIS Agreement Officer, advising the union or worker representative of the Cooperator's commitments under this equal opportunity clause. The Cooperator will also post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Cooperator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Cooperator will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the contracting agency and the Secretary of Labor to investigate and confirm compliance with such rules, regulations, and orders.
- F. If the Cooperator does not comply with the equal opportunity clause of this agreement or with any of the pertinent rules, regulations, or orders, the agreement may be canceled, terminated, or suspended, in whole or in part, and the Cooperator may be declared ineligible for further government agreements in accordance with Executive Order No. 11246. Such sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Cooperator will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246, so that such provisions will be binding upon each subcontractor or vendor. The Cooperator will take such action with respect to any subcontract or purchase order as the Federal agreement

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. If the Cooperator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of direction by the Federal agreement agency, the Cooperator may ask the United States to enter into such litigation to protect the interests of the United States.

Certification of Nonsegregated Facilities

As a condition for performance under this agreement, the Cooperator certifies that he or she does not maintain or provide for his or her employees any segregated facilities at any of his or her establishments, and that he or she does not let his or her employees work at any location under his or her control where segregated facilities are maintained. He or she certifies further that he or she will not maintain or provide for his or her employees any segregated facilities at any of his establishments, and that he or she will not let his or her employees work at any location under his or her control where segregated facilities are maintained.

The Cooperator agrees that a breach of this certification violates the equal opportunity clause in this agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees segregated by explicit directive or in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The Cooperator further agrees that he or she will obtain identical certifications from subcontractors, if any, before awarding subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he or she will retain such certification in his or her files.

Note: The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Cooperator/Corporate Officer's Signature

Date

Please Print Name and Title

Notification to MRPBS/FMD/FOB/FOST to Close Cooperator's Account for Quarantine Facilities for Commercial Birds, Poultry, and Avian Eggs for Hatching

This affirms that the accounting records contained in the current APHIS system for accounting and cost management reflect all charges for the account noted below have cleared, activities have concluded, and the cooperator agrees with this request for closure. Please process a final billing or provide a refund as applicable.

Cooperator/Corporate Officer's Name: _____

FMMI WBS Element: _____

Quarantine Period (*inclusive dates*): _____

Current Account Balance: _____

If the cooperator has a positive balance, please select from the following options:

___ Refund balance to cooperator

___ Transfer balance to another of the Cooperator's open TF accounts, as referenced below:

FMMI WBS Element: _____

Cooperator/Corporate Officer's Billing Address:

Requestor's Name: _____

Requestor's Signature: _____

Date Signed: _____

Send scanned form to: MPLS.TF.TEAM@APHIS.USDA.GOV

Memorandum for Incoming Funds

FISCAL YEAR _____ PENDING AWARDS

Agreement No.: _____ Quarantine Period Start Date: _____

Cooperator Name: _____ Funding Deposit: \$_____.____

1. What is the purpose of the agreement?
2. How does the purpose of the agreement align with the Agency's and Secretary's priorities?
3. How are the activities covered by the funds listed here accomplishing the results as stated in the agreement?
4. Is the same amount of funding needed this year as last year to accomplish the goals in the agreement?
5. What performance information do you use to track accomplishments?

SIGNATURES:

Submitting officials:

Authorized Departmental Officer's Designated Representative (ADODR): _____

Agreements Specialist (or designee):

Approving Official: _____

Deputy Administrator (or designee): _____

Date: _____

On final signature, provide a copy of this approval to your agreements specialist in the Administrative Services Office.

Instructions for Incoming Funds Memorandum

- A. Agreement number and accounting codes should be listed after the corresponding Cooperative Service Agreement has been signed by the APHIS Servicing
- B. Cooperator name: Name of person responsible for cost associated with the establishment and expense incurred by operating the quarantine center.
- C. Funding deposit: Amount derived from estimating VS-provided services for maintaining a 30-day quarantine. Note: The hatching eggs quarantine period will include incubation through hatching period plus 30 days.

The following points refer to new/revised or continued agreements. This memorandum pertains to agreements under which funds are transferred out of APHIS including cooperative agreements, grants, and interagency agreements with non-USDA agencies.

- A. Purpose of agreement: To allow the establishment of cooperator funds to be used to support VS activities in connection with a signed Cooperative Service agreement.
- B. (Refer to VS and USDA goals by number; i.e., VS Goal 1, USDA Goal 6)
- C. Funds are used in direct support of VS services rendered in response to maintaining an approved quarantine facility.
- D. Describe how you calculated your funding estimate.
- E. Indicate your performance measures (for example, hours used by a veterinary medical officer to inspect a facility).

Compliance Agreement for Privately Owned Quarantine Facilities for Commercial Birds, Poultry, and any Avian Eggs for Hatching

The Operator certifies below that all relevant (facility name) personnel understand and will comply with the following conditions for importing (bird species and identifying information) originating from (exporting country) and maintaining them in a post-entry quarantine facility located at (facility name and address). The compliance agreement is effective for 1 calendar year from the date of signage.

- A. An official health certificate that is issued within 30 days of importation must accompany the avians. The official health certificate must be issued by a veterinarian authorized by the Competent Veterinary authority of the country of export. Endorsement by the competent authority must be listed, if required. The health certificate must meet all U.S. import requirements.
- B. U.S. Department of Agriculture (USDA) APHIS personnel will inspect the post-entry quarantine facility and isolation spaces for compliance with the standards contained in sections 93.101,93.102, 93.103, 93.104,93.106, of Title 9, Code of Federal Regulations (9 CFR), and other applicable Federal laws and regulations, prior to the importation of the bird(s).
- C. An import permit (VS 17-135) must be issued by the (servicing Animal Import Center or the National Import and Export Services office in Riverdale, Maryland). The issuance of the import permit is contingent upon APHIS' approval of the post-entry quarantine facility and APHIS having resources available to supervise the importation and post-entry quarantine.
- D. The avians (s) must be maintained in an APHIS- approved facility under post-entry quarantine, under continual 24-hour security at the expense of the (facility name). Only authorized personnel may enter the post-entry quarantine facility. APHIS seals will be applied when APHIS and authorized personnel are not present. APHIS VS personnel will be granted access to the facility upon request to inspect the animals under post-entry quarantine.
- E. Non-APHIS personnel must gain approval to enter a quarantine space/room/facility from the APHIS servicing office before entering quarantine.
- F. The avians must test negative after entry to the United States to various avian tests that comprises our avian surveillance program, which includes Avian Influenza, and Newcastle disease. There may be other tests performed based on the health history of these avians, routine veterinary exam results and clinical signs during the quarantine period. If any avian tests positive for any test, it, and all cohorts in post-entry quarantine, will be handled according to any applicable state and USDA regulations for that disease.

- G. The Agent for the (facility name) will report the post-entry status of the avians to the APHIS Veterinary Services office on a periodic basis to coincide with required APHIS testing protocols while in post-entry quarantine. If any quarantined bird dies in post-entry quarantine, the APHIS Veterinary Services must be notified as soon as possible. A necropsy will be conducted under the supervision of APHIS. Samples will be sent to the APHIS' National Veterinary Services Laboratories; additional samples may be sent to other laboratories as requested by the (facility or Operator)
- H. The APHIS Veterinary Services offices will release the avians from post-entry quarantine after all applicable testing requirements and the 30 day (or 30 days plus hatch for hatching eggs) quarantine period has been fulfilled with negative testing results.
- I. The (facility name) must pay for all services provided by the APHIS servicing office personnel in conjunction with the above specifications, through user fees as published in 9 CFR, section 130.5.

DATE

SIGNATURE Facility Operator

(Print) Name and Position

DATE

SIGNATURE Issuing Official, USDA APHIS VS

(Print) Name and Position