



Animal and Plant Health Inspection Service  
U.S. DEPARTMENT OF AGRICULTURE

## HPAI Response

### HPAI Affected Dairy Premises Support Agreement

August 1, 2024

Note: This is an agreement for positive HPAI dairy premises to receive USDA financial support for up to 120 days.

#### Premises Information

Premises ID #

Special ID #

*Premises owner*

Name of premises

Address of premises

*Contact person (for premises)*

Contact phone number

Contact e-mail address

*Business Owner (if different from premises owner)*

Name of authorized representative, if applicable

Address of business owner

Bovines present on premises (include number, sex, age, stage of lactation, if applicable)

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PRODUCER (OWNER/OPERATOR):

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

☐ VS INCIDENT COMMANDER, DEPUTY IC OR ☐ VS DISTRICT DIRECTOR/AREA VETERINARIAN IN CHARGE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

☐ STATE INCIDENT COMMANDER OR ☐ STATE VETERINARIAN:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This is a written agreement developed between USDA APHIS Veterinary Services (VS) and \_\_\_\_\_  
\_\_\_\_\_ (Insert Producer (owner/operator); hereafter, "the Producer"). This herd will be  
handled in accordance with any additional \_\_\_\_\_ (Insert name of State)  
regulations/requirements.

This agreement allows the premises to receive financial support from USDA APHIS in response to the HPAI H5N1 event in dairy cattle.

By signing this document, the Producer is indicating a willingness to participate in available support options as outlined below. This document does not authorize payments to the Producer. Additional instructions regarding how to receive payments can be found under the Agreement and Reimbursement Process on page 3.

The Producer may request modifications to these procedures at any time by contacting the AVIC or SAHO (or designee). The procedures in this document will remain in effect until USDA APHIS VS approves modifications to this agreement.

☐ The Producer has been presented with the option and declines to participate in the financial support options for HPAI affected premises at this time.

### AVAILABLE SUPPORT OPTIONS FOR HPAI AFFECTED PREMISES (PRODUCER TO SELECT DESIRED OPTIONS)

☐ **PROTECT AGAINST THE POTENTIAL FOR SPREAD BETWEEN HUMAN AND ANIMALS.** Provide financial support (up to \$2,000 per affected premises per month) for the Producer to supply PPE to employees and/or provide outerwear uniform laundering. The Producer will facilitate the participation of their workers in USDA/CDC workplace and farmworker study.

If this option is elected, a flat rate per employee will be offered to the Producer, up to \$2,000 per affected premises per month. The Producer will need to provide proof of purchase of PPE and/or the cost of laundering services as well as acknowledgement from CDC of their participation in the study.

*Note – participation in the CDC study is required for the Producer to receive this option. USDA will connect the Producer with CDC or local public health point of contact.*

☐ **SUPPORT FOR BIOSECURITY PLANNING AND IMPLEMENTATION.** Provide support (up to \$1,500 per affected premises) to develop and implement biosecurity plans based on existing secure milk supply plans. This includes recommended enhanced biosecurity for individuals that frequently move between dairy farms – milk haulers, veterinarians, feed trucks, AI technicians, etc. In addition, USDA will provide financial support to the Producer to purchase and use an in-line sampler for their milk system, up to \$100 per premises.

If the Producer elects to hire private entities to develop site specific plans, conduct biosecurity trainings, and perform audits: the Producers will be compensated up to \$1,500 per premises for these services after verification and inclusion on the Dairy HPAI Expense Tracker. The Producer will need to provide proof of contract/purchase of biosecurity planning. APHIS may conduct onsite visits to verify implementation of the biosecurity plan.

If the Producer elects to work with State Animal Health personnel to develop site specific plans, conduct biosecurity trainings, and perform audits, this service by the State will be free to the Producer: USDA will compensate States directly for this service.

The Producer will need to provide receipt for proof of purchase and installation of the in-line sampler.

☐ **PROVIDE FUNDING FOR HEAT TREATMENT TO DISPOSE OF WASTE MILK IN A BIO SECURE**

**FASHION.** This will provide the Producer with a safe option for disposal of waste milk. Heat treatment performed in accordance with standards set by FDA is the only currently available method considered to effectively inactivate the virus in milk. If the Producer establishes a system to heat treat all waste milk before disposal, USDA will pay the producer up to \$8,000 total per affected premises.

The Producer will need to provide receipts for this purchase. APHIS may conduct onsite visits to verify the system is in operation during the duration of the time the producer receives payments.

☐ **REIMBURSE THE PRODUCER FOR VETERINARY COSTS ASSOCIATED WITH CONFIRMED POSITIVE**

**H5N1 PREMISES.** This provides support to the Producer to cover veterinary costs incurred for treatment of cattle infected with H5N1, as well as fees for veterinarians to collect samples for H5N1 testing. This can include veterinary fees and/or specific supplies needed for treatment and sample collection. Veterinary costs are eligible to be covered from 14 days prior to positive confirmation at NVSL for the premises, up to \$10,000 per affected premises for up to 120 days.

The Producer will need to provide evidence of veterinary supply receipts and/or paid veterinary bills associated with treatment of sick cattle and/or sample collection.

☐ **OFFSET SHIPPING COSTS FOR INFLUENZA A TESTING AT LABORATORIES IN THE NATIONAL**

**ANIMAL HEALTH LABORATORY NETWORK (NAHLN).** USDA will pay for the cost of shipping samples to NAHLN labs for testing. USDA will pay actual shipping costs, not to exceed \$50 per shipment, for up to 2 shipments per month for each affected premises. Testing at NAHLN laboratories for samples associated with this event (e.g., pre-movement, testing of sick/suspect animals, samples from concerned producers) is already being conducted at no-cost to the producer.

The Producer will need to provide receipts for sample shipping costs.

## AGREEMENT AND REIMBURSEMENT PROCESSES

Upon signature of this agreement, the Producer will be provided with information to sign up for a System for Award Management (SAM) registration, which will provide for the mechanism of payment, or offered an alternative method of payment (e.g., providing an EFT form for direct deposit payments, requesting a paper check be drafted), although these other options will result in less timely payments compared to SAM.

Additionally, an APHIS representative will work with the Producer to develop a detailed financial plan to include all the planned activities, purchases and services that will be eligible for reimbursement.

Every 30 days, the Producer will be provided a form (VS 8-18) to review and sign verifying the request for reimbursement. The Producer may also elect to be reimbursed one time at the end of the 120 days. The Producer will keep all receipts and will be required to present receipts with the 8-18.

## OPTIONS FOR REIMBURSEMENT

☐ MONTHLY REIMBURSEMENT

☐ ONE TIME PAYMENT AT THE END OF 120 DAYS

## NVSL CONFIRMATION DATE