



Procedures for Indemnity and Compensation Claims in Cases of H5/H7 Low Pathogenicity Avian Influenza Infection in Poultry

1. Purpose and Background

Title 9 of the *Code of Federal Regulations* (9 CFR) [part 56](#) provides direction to States participating in the National Poultry Improvement Plan (NPIP) H5/H7 low pathogenicity avian influenza (LPAI) voluntary control program. The regulations outline the procedures to receive indemnity for the destruction and disposal of poultry and eggs and compensation for the costs of cleaning and disinfection after confirmation of infection with or exposure to an H5/H7 LPAI virus. This document provides specific guidance on the procedures and documentation required to receive indemnity and compensation and ensures a common and consistent approach in the payment of indemnity for LPAI claims throughout the United States.

On September 26, 2006, the Animal and Plant Health Inspection Service (APHIS) published an interim rule, “Low Pathogenicity Avian Influenza; Voluntary Control Program and Payment of Indemnity.” The rule added [parts 56](#) and [146](#) to title 9 of the CFR. It also established the NPIP H5/H7 LPAI program in commercial poultry and set conditions for indemnity for poultry infected or exposed to H5/H7 LPAI. APHIS finalized these changes in rules passed amending the NPIP regulations in 2016 and 2018.

For poultry owners within a State to be eligible for indemnity under [part 56](#), the NPIP Official State Agency (OSA) must have an APHIS Veterinary Services (VS)-approved Initial State Response and Containment Plan (ISRCP) in place. The ISRCP provides detailed procedures for responding to an H5/H7 LPAI event in the State. More information on the development and approval of ISRCPs can be found in [VS Guidance 8601.2, Development and Approval of Initial State Response and Containment Plans for H5/H7 Low Pathogenicity Avian Influenza](#).

The regulations at [9 CFR 56.4](#) describe the procedures for determining indemnity amounts for destruction and disposal of poultry and eggs and the cleaning and disinfection of premises, conveyances, and materials that came into contact with poultry infected with or exposed to H5/H7 LPAI.

[Part 56](#) and the following procedures apply to all domesticated poultry infected with H5/H7 LPAI, including commercial flocks, live bird marketing system participants, upland game bird and waterfowl farms, and backyard flocks. States are responsible for requesting Federal assistance under [part 56](#) if needed in the event of an outbreak of H5/H7. Indemnity



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is not guaranteed, even if States meet indemnification requirements, but depends on the availability of funds.

This guidance document represents the Agency's position on this topic and is intended solely as guidance. It does not have the force and effect of law, does not create or confer any rights for or on any person, and does not bind the U.S. Department of Agriculture (USDA) or the public. Language suggesting that this guidance is mandatory (e.g., "shall," "must," "required", or "requirement") should not be construed as binding unless the terms quote from a statutory or regulatory requirement. The information this document contains may be made available to the public. While this document provides guidance for users outside VS, VS employees may not deviate from the directions provided herein without appropriate justification and supervisory concurrence.

2. Document Status

- A. Review date: 5/31/2023.
- B. This document replaces Veterinary Services Guidance 8603.1.

3. Reason for Reissuance

VS is reissuing this guidance to reflect changes in procedure and structure.

4. Authority and References

A. Authorities (*Code of Federal Regulations* (CFR)):

- [7 CFR 371.4](#)
- [9 CFR part 56](#)
- [9 CFR 71.10](#)
- [9 CFR part 145](#)
- [9 CFR part 146](#)

B. References:

- [VS Guidance 8601.2, Development and Approval of Initial State Response and Containment Plans for H5/H7 Low Pathogenicity Avian Influenza](#)
- [VS Guidance 8602.2, Response, Communications, and Investigation of Avian Influenza \(AI\) in Domestic Poultry](#)
- [VS Form 1-23, "Appraisal and Indemnity Claim for Animals Destroyed/Materials Destroyed" \(8/18\)](#)

5. Audience

VS employees, other Federal and State agencies, and members of the public.



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6. Guidance

A. Confirmation and Response to H5/H7 LPAI

The National Veterinary Services Laboratories (NVSL) must confirm LPAI infection before VS approves any indemnity or compensation funding. [VS Guidance 8602.2](#) provides information on response activities that should be followed during a LPAI event.

- 1) After an H5/H7 non-negative result is disclosed and while NVSL confirms, the Area Veterinarian in Charge (AVIC) contacts the appropriate Avian Health staff officer to discuss the potential need for and eligibility of the affected flock for indemnity.
- 2) The State consults with industry, stakeholders, and VS regarding whether to depopulate. VS must concur with the State approach to controlling H5/H7 LPAI before it authorizes indemnity funds. Destruction of poultry is not the only possible response to H5/H7 LPAI; quarantine with controlled marketing or quarantine with vaccination also may be appropriate. VS encourages the use of controlled marketing in the absence of virus, or when the specific situation allows time to achieve a virus-negative status. VS recommends that the State and/or owner of the affected flock fill out the Indemnity and Compensation Decision Determination (Appendix 1) form and submit it to the AVIC so that VS can determine the disposition of the flock as soon as possible. This document serves as the official request for indemnity and compensation funds as required by [9 CFR 56.2\(c\)](#).
- 3) VS develops a flock plan for all premises with confirmed LPAI infection or exposure. (See [Flock Plan template](#).)
 - a. The flock plan sets out the steps to eradicate H5/H7 LPAI from a flock and to prevent its spread to other flocks. It also specifies the procedures required to get the facility back into production, including requirements for quarantine release.
 - b. The flock plan includes cleaning and disinfection (virus elimination) requirements but does not require cost estimates. The flock plan must be developed according to the requirements in [9 CFR 56.5](#) and the State ISRCP.
 - c. A signed flock plan must be in place before VS can compensate owners for depopulation, disposal, materials destroyed, or virus elimination.
- 4) The premises owner must work with VS to develop a compliance agreement if personnel other than Federal or State officials (or the OSA) performs the depopulation and disposal, and the owner seeks compensation for those activities.



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- a. A compliance agreement is separate from the flock plan. The flock plan specifies the necessary procedures for the premises to resume normal production; a compliance agreement indicates what tasks will be completed, who will be responsible for each task, and how much the work is expected to cost. A compliance agreement is comparable to a statement of work produced for a contract and is also referred to as a detailed financial plan.
- b. A signed compliance agreement is required before beginning any work for which indemnity funds will be requested. Work initiated prior to written approval may not be reimbursed. VS has field reimbursement specialists available to help producers develop compliance agreements.
- c. If VS approves funds for cleaning and disinfecting the premises, VS calculates the funds using the current virus elimination flat rate.

B. Appraisal and Initial Request for Indemnity

1) Initial Indemnity Request Package

To be eligible for indemnity under [9 CFR part 56](#), the Appraisal and Indemnity Request Form (Appendix 2) must be signed by the owner and grower (if applicable) and received by the VS AVIC *before* destruction of the poultry, unless the owners, the OSA, and VS Deputy Administrator agree in writing that the poultry must be destroyed immediately.

- a. Once VS determines that a flock is to be depopulated, the VS Field Operations (FiOps) District case manager or field reimbursement specialist should have the owner and grower (if applicable) of the poultry each sign an Appraisal and Indemnity Request Form (Appendix 2).
 - b. The case manager or field reimbursement specialist collects the current poultry and egg inventory records from the owner and grower (if applicable).
 - c. Submit a copy of the completed and signed Appraisal and Indemnity Request Form and copies of the poultry and egg inventory records to the Avian Health staff as soon as possible. Store the original copies at the local VS office.
- 2) If the owner requests compensation for depopulation, disposal, and/or cleaning and disinfection/virus elimination activities, the State should submit a formal request through the AVIC to the Avian Health staff before the owner starts any activities for which compensation is requested. VS recommends using the Indemnity and Compensation Decision Determination Form (Appendix 1) for this purpose.



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C. Determination of Indemnity Amounts

- 1) For commercial poultry and most other flocks, bird and egg values are determined using the currently approved fair market value determination tool.
- 2) For birds to be indemnified within the Live Bird Marketing System:
 - a. Appraisal of birds in a retail market is based on the wholesale purchase price of the birds, not the price at which the birds are being sold in the market.
 - b. Appraisal of birds located at a wholesaler or distributor premises is based on the purchase price of the birds at the production level.
 - c. Appraisal of birds located at an LBMS producer premises is based on the fair market value of the birds as determined by current wholesale value considering age, class of bird, and production time.
 - d. While receipts are the best method of valuing birds within the LBMS, if receipts are not available, conduct a survey of relevant wholesalers to determine comparable value.
- 3) If the flock can be control marketed, VS pays the following for indemnity and compensation:
 - a. No indemnity or compensation for depopulation activities is paid for poultry moved by controlled marketing.
 - b. One hundred (100) percent of HPAI compensation/flat rates for disposal (materials), materials destroyed, and virus elimination in all occupied houses.
- 4) If the flock cannot be control marketed or depopulated via slaughter, VS pays the following for indemnity and compensation:
 - a. One hundred (100) percent indemnity and depopulation costs, except for poultry that are described by the categories in 5) a-c below.
 - b. One hundred (100) percent of HPAI compensation/flat rates for disposal (materials), materials destroyed, and virus elimination in all occupied houses, except for poultry that are described by the categories in 5) a-c below.
- 5) If the poultry are from flocks that are described in the following three categories, VS will pay twenty-five (25) percent of indemnity and compensation for depopulation, disposal or destruction of materials, and virus elimination activities:
 - a. A breeding flock that participates in any NPIP program, but that does not participate in the U.S. Avian Influenza Clean or the U.S. H5/H7 Avian Influenza Clean program of the Plan available to the flock in [9 CFR part 145](#).



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- b. A flock or slaughter plant that does not participate in the U.S. Avian Influenza Monitored program available to the commercial flock or slaughter plant in [9 CFR part 146](#).
 - c. A flock located in a State that does not participate in the diagnostic surveillance program for H5/H7 LPAI or that does not have an Initial State Response and Containment Plan for H5/H7 LPAI that is approved by APHIS under [9 CFR 56.10](#), unless such poultry participate in the Plan with another State that does participate in the diagnostic surveillance program for H5/H7 LPAI, as described in [9 CFR 146.14](#), and has an Initial State Response and Containment Plan for H5/H7 LPAI that is approved by APHIS under [9 CFR 56.10](#).
- 6) Note that percentages paid for LPAI indemnity and compensation may be adjusted up or down in the future, based on available funds and APHIS' need to control LPAI.
- 7) Requirement for Split Payments
- a. The regulations at [9 CFR 56.8](#) require splitting indemnity payments for poultry and eggs destroyed due to LPAI between the owner of the poultry and/or eggs and the grower. In cases where the destroyed poultry and/or eggs were produced by a contract grower, VS splits the appraised value of the poultry and/or eggs between the poultry owner and contract grower based on the contract in place at the time of the LPAI detection, or using the following formula:
 1. Divide the value of the contract the owner entered into with the grower for the growing and care of the poultry or eggs (in dollars) by the duration of the contract (i.e., number of days in the contract duration) as it was signed prior to the outbreak.
 2. Multiply this value by the number of days between the date the grower started to provide services for the destroyed poultry or eggs and the date the poultry or eggs were destroyed. This is the maximum amount of Federal indemnity the grower is eligible to receive if Federal indemnity is approved for the destroyed poultry or eggs.
 3. If the grower received any payment from the owner under his or her contract prior to the date when the poultry or eggs are destroyed, then the Federal indemnity the contract grower is eligible to receive will be reduced by this amount.
 4. If Federal indemnity is approved for the destroyed birds and/or eggs, the poultry owner receives the difference between the total indemnity shown



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on the [VS 1-23 \(Appraisal and Indemnity Claim Form\)](#) and the total indemnity paid to the contract grower.

5. In the event that determination of indemnity to a party with which the owner of destroyed poultry or eggs has entered into a contract for the growing or care of the poultry using the method described in 1 to 4 of this section is determined to be impractical or inappropriate, VS may use any other method for split payments that the Administrator deems appropriate.
 6. All parties have the right to dispute the proposed split Federal indemnity payment by notifying the APHIS Administrator in writing. The APHIS Administrator has the final authority for determining Federal indemnity payments.
 - b. Once VS determines the total appraisal amount, the owner of the birds is asked to fill out the Contract Grower Worksheet (Appendix 3). The owner provides the amount of the indemnity due to the grower based on the contract in place at the time of the LPAI detection and the process used to determine that amount. If in agreement, the grower signs the form. If the grower does not agree to the payment proposed by the owner, VS requests a copy of the contract and determines the appropriate split.
 - c. The completed and signed Contract Grower Worksheet is sent to the Avian Health staff, who complete two [VS 1-23 forms](#), one each for the owner and grower, and send them to the case manager or field reimbursement specialist to obtain owner and grower signatures.
 - d. The case manager or field reimbursement specialist sends the signed [VS 1-23 forms](#) to the FiOps District Budget Staff for processing and payment.
- 8) Development of a Compliance Agreement
- a. The signatories should start developing the compliance agreement as soon as an H5/H7 LPAI exposure or infection is considered highly likely.
 - b. The compliance agreement should be specific enough to accurately estimate costs. List costs by activity. Suggested activities that a compliance agreement for depopulation and disposal should cover include:
 1. Labor and materials to pen the birds for depopulation.
 2. Estimated costs for labor and materials required to depopulate the birds, including costs of foam, CO₂, etc.



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3. Composting – labor cost per hour and number of hours to complete, cost of any additional carbon sources needed, fuel for equipment, and any equipment rental required.
 4. Landfill – costs for labor, trucking, and disposal.
 5. Litter (bedding material)/compost removal or disposal – labor cost per hour and number of hours to complete, fuel for equipment, and any equipment rental required.
- c. Write the compliance agreement with guidance from the OSA and VS. VS recommends working with a VS field reimbursement specialist on this document to ensure that costs are allowable and properly documented.

D. Indemnity Claims for Depopulation of Poultry and/or Eggs

After NVSL confirmation and VS approval of indemnity and/or compensation:

1) Approval of Indemnity Request Package

Once the owner and/or grower sign the Appraisal and Indemnity Request Form and send it to the AVIC, depopulation activities may begin.

2) Destruction of Poultry and Eggs

- b. Poultry and eggs must be destroyed in accordance with the State's ISRCP and in consultation with VS.
- b. Depopulation of poultry should be conducted by State or Federal personnel, or under their direct supervision.

3) Compensation provided to the State and/or the OSA

- a. VS may reimburse the State and/or OSA for costs associated with a confirmed H5/H7 LPAI infection under a cooperative agreement.
- c. Reimbursable costs include those incurred by the OSA for depopulation and disposal, and area-enhanced surveillance in accordance with the State's ISRCP.
- d. The State and/or OSA should contact the Avian Health staff as soon as it determines that a cooperative agreement will be requested for information on developing a work plan, the allowable costs, and the records that will be required for reimbursement.
- d. See the document ["Financing the Response: State/Tribal Information"](#) for details on the costs that may be reimbursed and a cooperative agreement template.



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E. Compensation Claims for Cleaning and Disinfection

- 1) Compensation for cleaning and disinfecting premises, conveyances, and materials that came into contact with poultry infected with or exposed to H5/H7 LPAI will be based on the virus elimination flat rates in place at the time of the detection.
- 2) In the case of materials, if the cost of cleaning and disinfection exceeds the value of the materials, or cleaning and disinfection would be impractical, VS bases indemnity for the destruction and disposal of the materials on the appraised fair market value of those materials. Materials are appraised by a field reimbursement specialist or a designated VS official appraiser. Materials should not be disassembled or destroyed prior to obtaining a signed appraisal for the materials.
- 3) Cleaning and Disinfection
 - a. Before starting cleaning and disinfection, the premises to be cleaned should be closely inspected by the producer, OSA officials, and VS to determine if there are materials present for which cleaning and disinfection would be impractical such as curtains or light traps (devices that prevent light from entering poultry barns around fans or other fixtures).
 - b. Any items identified as impractical to clean and disinfect must be appraised and the fair market values and disposal costs indicated in the compliance agreement.
 - c. If, during cleaning and disinfection, items not identified during the inspection are found impractical to clean or are becoming damaged during normal cleaning, stop cleaning. The producer should contact the OSA or VS to arrange for an immediate inspection and appraisal.

F. Routing of Documents

- 1) Completed compliance agreements must be signed by the claimant and the Avian Health staff before starting any work for which indemnity is to be claimed under the agreement.
- 2) Once work has been completed, forward receipts and documentation detailing depopulation and disposal activities specified in the compliance agreement to the Avian Health staff for review and approval of appropriate reimbursable activities and rates. Submit all documentation to the Avian Health staff no later than thirty (30) days after the formal quarantine release of the infected or exposed premises. Once reviewed by the Avian Health staff for completeness, submit the entire package to the AVIC for final approval and payment processing by the District administrative officer.



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G. Non-reimbursable Indemnity and Compensation Claims

VS will not approve indemnity claims submitted for the following costs:

- 1) Costs for indemnity for birds or eggs depopulated before receiving NVSL confirmation and written approval from VS.
- 2) Costs for depopulation, disposal, cleaning and/or disinfection/virus elimination incurred before receipt of a signed compliance agreement.
- 3) Costs not approved by the signed compliance agreement or its amendments.
- 4) Damage to property by personnel performing the work in the compliance agreement unless they are Federal employees.
- 5) Work not specified in the State ISRCP. Any deviation from the accepted ISRCP must be authorized in writing by VS and the OSA.
- 6) Work not associated with LPAI exposure or infection.
- 7) Infection or exposure caused by actions not in accordance with 9 CFR part 56, the ISRCP, or the signed flock plan.

7. Inquiries

Please contact VS Avian Health staff at (919) 855-7258 with any questions.

Appendix 1: Indemnity and Compensation Decision Determination

Appendix 2A: Appraisal and Indemnity Request Form for Poultry Owner

Appendix 2B: Appraisal and Indemnity Request Form for Contract Grower

Appendix 3A: Contract Grower Worksheet for Meat Birds

Appendix 3B: Contract Grower Worksheet for Layers

Appendix 4: Payment Processing Information for USDA APHIS VS LPAI Indemnity Claims (DUNS numbers and SAM registration)

Appendix 5: Criteria for Release of H5/H7 Control Marketed/Slaughtered Flocks



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APPENDIX 1: INDEMNITY AND COMPENSATION DECISION DETERMINATION

1. Please list all of the current test results available for this premises. For PCR, please list the Ct values:

2. Are there multiple ages of birds on the farm? (Y) (N)
 List the bird groups and ages and indicate if they would likely have time to clear the virus prior to humane issues occurring:

3. List the number of commercial premises in the following zones surrounding the infected premises:
 - a. Within 1km (neighboring) _____
 - b. Within 3km (Infected Zone) _____
 - c. Within 10 km (Buffer Zone) _____

4. What are the estimated number of additional at-risk premises not included in the numbers above (this would include premises closely related by the network, business processes, or those identified by trace-in/trace-out):

5. Where do these birds usually go for processing?
 - a. In State or out of State (provide State if out of State) _____
 - b. Approximate distance to plant (in miles) _____
 - c. Can a route to the plant be planned that avoids other poultry premises?
 - d. Any reason why the birds, once PCR negative, could NOT go to this plant? Please explain.

6. List any significant trade impacts of control marketing/slaughtering this flock:



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7. List any other reasons why control marketing/depopulation via slaughter may not be a viable option for this flock (this may include other LPAI or HPAI circulating at the time):

8. Please Indicate the State and/or Industry recommendation for the management for this flock: Controlled marketing, depopulation via slaughter, onsite depopulation, or a combination based on flock characteristics. Please indicate your reasoning for this recommendation.

9. Please indicate the approximate indemnity and or compensation being requested for this flock (for owner and/or grower):

- a. Indemnity \$ _____
- b. Depopulation and disposal \$ _____
- c. Virus elimination \$ _____

(A Field Reimbursement Specialist or Avian Indemnity Team member can assist with estimates)



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Signature(s) and title(s) of official making the above recommendation. (State and Industry can submit separate forms or a joint form.)

Signature
Title

Signature
Title

USDA APHIS VS Determination:

_____ Approve controlled marketing plan as recommended above.

_____ Approve onsite depopulation as recommended above.

_____ USDA/APHIS VS is NOT in agreement with the recommendation above.

Reason for difference in agreement:

_____ More Information is needed.

A decision will be made within 48 hours once the information requested below is provided. (Enter information needed here.)

Indemnity approved at _____

Depopulation approved at _____

Disposal, materials destroyed and VE approved at _____

Signature of USDA APHIS VS ICG Official:

Printed name and title of signatory: _____



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APPENDIX 2A- DRAFT FOR POULTRY OWNER

Appraisal and Indemnity Request for LPAI-Affected Premises

Other information requested in the mini memo can be added to this or may stand alone.

Premises ID where birds are located:
LPAI presumptive positive date:
Address where birds are located:
Poultry Owner Name, Address, Phone and E-mail Address: <i>Referred to in this document as the "Owner or Poultry Owner"</i>

The State Official or Tribal Official and APHIS Official have determined that poultry on this premises are affected by LPAI. Poultry on this premises will be depopulated by State and/or APHIS and/or industry personnel. Indemnity for destroyed poultry and eggs affected by LPAI will be based on their fair market value, as determined by the current USDA APHIS indemnity calculators and subject to the Indemnity percentage approved on the Appendix D form.

In cases where the destroyed poultry and/or eggs were produced by a Contract Grower, the appraised value of the poultry and eggs will be split between the Poultry Owner and Contract Grower based on the following formula:

1. Divide the value of the contract the Owner entered into with the Grower for the growing and care of the poultry or eggs (in dollars) by the duration of the contract (i.e., number of days in the contract duration) as it was signed prior to the outbreak.
2. Multiply this value by the number of days between the date the Grower started to provide services for the destroyed poultry or eggs and the date the poultry or eggs



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- were destroyed. This is the maximum amount of federal indemnity the Control Grower is eligible to receive, if federal indemnity is approved for the destroyed poultry or eggs.
3. If the Grower has received any payment from the Owner under his/her contract prior to the date when the poultry or eggs are destroyed, then the federal indemnity the Contract Grower is eligible to receive will be reduced by this amount.
 4. If federal indemnity is approved for the destroyed birds and/or eggs, the Poultry Owner will receive the difference between the total indemnity shown on the VS 1-23 Appraisal and Indemnity Claim Form and the total indemnity paid to the Contract Grower.
 5. In the event that determination of indemnity to a party with which the Poultry Owner of destroyed poultry or eggs has entered into a contract for the growing or care of the poultry using the method described in 1 to 4 of this section is determined to be impractical or inappropriate, APHIS may use any other method for split payments that the Administrator deems appropriate.
 6. I understand that I have the right to dispute the proposed split federal indemnity payment by notifying the APHIS Administrator in writing; the APHIS Administrator has the final authority for determining federal indemnity payments.

Poultry Owner—Initial 1–5 and sign below:

- _____ At the time of the outbreak, there was, to the best of my knowledge, a biosecurity plan that was followed to prevent the introduction of LPAI.
1. _____ I understand that the poultry on the premises will be depopulated in the most humane manner possible.
 2. _____ I will provide barn and mortality records that verify the current inventory of poultry and eggs on the premises, which includes the number, age, and molt status (if applicable) of the birds and the total number of eggs that must be destroyed.
 3. _____ I agree to accept the fair market value of the birds, as determined by the APHIS calculator, according to the inventory on the premises at the time this document is signed and subject to the Indemnity percentage approved on the Appendix D form.
 4. _____ I agree to provide APHIS with a copy of the current contract executed between the parties as well as any supporting documentation deemed necessary by APHIS to determine appropriate division of the indemnity payment. This includes any checks or statements indicating partial payments or advances already paid in association with the destroyed birds or eggs.
 5. _____



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Poultry Owner Signature:

Printed Name of Poultry Owner:

Date:

Title:



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APPENDIX 2B- DRAFT FOR CONTRACT GROWER

Appraisal and Indemnity Request for LPAI-Affected Premises

Other information requested in the mini memo can be added to this or may stand alone.

Premises ID where birds are located:
LPAI presumptive positive date:
Address where birds are located:
Contract Grower Name, Address, Phone and E-mail Address: <i>Referred to in this document as the "Grower or Contract Grower"</i>

The State Official or Tribal Official and APHIS Official have determined that poultry on this premises are affected by LPAI. Poultry on this premises will be depopulated by State and/or APHIS and/or industry personnel. Indemnity for destroyed poultry and eggs affected by LPAI will be based on their fair market value, as determined by the current USDA APHIS indemnity calculators and subject to the Indemnity percentage approved on the Appendix D form.

In cases where the destroyed poultry and/or eggs were produced by a Contract Grower, the appraised value of the poultry and eggs will be split between the Poultry Owner and Contract Grower based on the following formula:

1. Divide the value of the contract the Owner entered into with the Grower for the growing and care of the poultry or eggs (in dollars) by the duration of the contract (i.e., number of days in the contract duration) as it was signed prior to the outbreak.
2. Multiply this value by the number of days between the date the Grower started to provide services for the destroyed poultry or eggs and the date the poultry or eggs were destroyed. This is the maximum amount of federal indemnity the Control



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Grower is eligible to receive, if federal indemnity is approved for the destroyed poultry or eggs.

3. If the Grower has received any payment from the Owner under his/her contract prior to the date when the poultry or eggs are destroyed, then the federal indemnity the Contract Grower is eligible to receive will be reduced by this amount.
4. If Federal indemnity is approved for the destroyed birds and/or eggs, the Poultry Owner will receive the difference between the total indemnity shown on the VS 1-23 Appraisal and Indemnity Claim Form and the total indemnity paid to the Contract Grower.
5. In the event that determination of indemnity to a party with which the Poultry Owner of destroyed poultry or eggs has entered into a contract for the growing or care of the poultry using the method described in 1 to 4 of this section is determined to be impractical or inappropriate, APHIS may use any other method for split payments that the Administrator deems appropriate.
6. I understand that I have the right to dispute the proposed split federal indemnity payment by notifying the APHIS Administrator in writing; the APHIS Administrator has the final authority for determining federal indemnity payments.

Contract Grower—Initial 1–5 and sign below:

_____ At the time of the outbreak, there was, to the best of my knowledge, a biosecurity plan that was followed to prevent the introduction of LPAI.

1.

_____ I understand that the poultry on the premises will be depopulated in the most humane manner possible.

2.

_____ I will provide barn and mortality records that verify the current inventory of poultry and eggs on the premises, which includes the number, age, and molt status (if applicable) of the birds and the total number of eggs that must be destroyed.

3.

_____ I agree to accept the fair market value of the birds, as determined by the APHIS calculator, according to the inventory on the premises at the time this document is signed and subject to the Indemnity percentage approved on the Appendix D form.

4.

_____ I agree to provide APHIS with a copy of the current contract executed between the parties as well as any supporting documentation deemed necessary by APHIS to determine appropriate division of the indemnity payment. This includes any checks or statements indicating partial payments or advances already paid in association with the destroyed birds or eggs.

5.



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Contract Grower Signature:

Printed Name of Contract Grower:

Date:

Title:



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APPENDIX 3A – MEAT BIRDS

To be completed and signed by the Company Representative and then signed by the Contract Grower.

A copy of the contract and additional documents may be required to determine payment amounts if the Company and Grower are in disagreement on the amount due.

Premises ID where birds are located:
Address where birds are located:
Contract grower name:
Name of company that owns the birds:

For each age group of birds, provide the following information:

Barn or Flock Number	Age of birds (in days)	Expected Bird Load-out Date	Grand Total Contract Amount Expected to be Paid to the Grower for Birds	Process Used to Determine Expected Contract Payment*

Determine appropriate payment amounts based on the contract in place with the grower for the birds depopulated. *(e.g., price per bird and average load out numbers, flat rate, average of last flocks, etc.)



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*(e.g., price per bird and average load out numbers, flat)



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APPENDIX 3B – LAYERS

To be completed and signed by the Company Representative and then signed by the Contract Grower.

A copy of the contract and additional documents may be required to determine payment amounts if the Company and Grower disagree on the amount due.

Premises ID where birds are located:
Address where birds are located:
Contract grower name:
Name of company that owns the birds:

For each age group of birds, provide the following information:

Barn or Flock Number	Age of birds (in days)	Eggs/Contract Previously Paid Through this Date	Amount Expected to be Paid to Grower for Eggs Produced Since Last Payment	Process Used to Determine Expected Contract Payment*

Determine appropriate payment amounts based on the contract in place with the grower for the birds depopulated and eggs destroyed. *(e.g., price per bird and average load out numbers, flat rate, average of last flocks, etc.)

Signatures

Company Representative Signature:	Date:
<i>By signing below, the contract grower agrees that the payments listed above represent fair compensation for work performed towards the rearing of the depopulated flocks.</i>	
Contract Grower Signature:	Date:



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*(e.g., price per bird and average load out numbers, flat rate, average of last flocks, etc.)



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APPENDIX 4

PAYMENT PROCESSING INFORMATION FOR USDA APHIS VS LPAI INDEMNITY CLAIMS (DUNS NUMBERS AND SAM REGISTRATION)

Requirements

Claimants (both poultry owners and contract growers) for LPAI indemnity claims must have a Dun and Bradstreet Data Universal Numbering System (DUNS) number and be currently registered in the System for Award Management (SAM) database to receive an indemnity payment from USDA APHIS. APHIS uses the DUNS number to comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Further, claimants enter and maintain their banking information in SAM which is fed into APHIS' financial system for payments. The DUNS is a one-time registration and SAM is an initial registration and annual renewal, with updates for changes, such as for banking. Some claimants may already have registered for business purposes. Refer to the U.S. Government Code of Federal Regulations [Title 2 Grants and Agreements](#) for more information.

DUNS Third Party Information

Dun & Bradstreet shares data with third party service providers, and they contractually require the data only be used for the intended purpose of the disclosure and that it be destroyed or returned when no longer needed; information may also be shared for legal or internal business purposes. For additional information or **to request removal of your name from third party marketing agreements, please contact Dun & Bradstreet Customer Service at 1-800-234- 3867 or send an e-mail to customerservice@dnb.com.**

After you have registered in SAMS, contact your LPAI Case Manager or the APHIS VS District Office and provide your DUNS number.

To be completed by the APHIS VS Case Manager or VS District Office:

APHIS VS Contact Information for LPAI Claimants:
Name of Contact Person (Case Manager, Administrative Officer (AO), or other APHIS VS contact):
Phone:
Address:
Fax:

Additional information is also available from the APHIS Budget Team



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DETAILED INSTRUCTIONS FOR OBTAINING A DUNS NUMBER AND SAM REGISTRATION

In order to begin the process of paying your VS 1-23 indemnity claim there are two items that producers need to be completed. Completion of these items is necessary for you to be able to receive payment from USDA.

STEP ONE: Obtaining a Data Universal Number System (DUNS)

- **What is a DUNS number?** The Dun & Bradstreet (D&B) Data Universal Number System is a unique 9 character number used to identify your organization. The Federal government uses this number to track how Federal money is allocated.
- **How do I get my DUNS number?** If you would like to register for this number you can either visit the Dun & Bradstreet (D&B) website at <https://iupdate.dnb.com/iUpdate/confirmSource.htm> or call 1-866-705-5711. Registration is free of charge and takes about 10 days to be activated online.

Another option is to call a PTAC (Procurement Technical Assistance Center) counselor in your State to have your number activated in 24–48 hours. www.aptac-us.org.

Please see the chart below to determine what information is needed for DUNS registration:

Corporations / Partnerships	Sole Proprietorship (individual owners)
<ul style="list-style-type: none"> • Name of organization • Organization address • Name of CEO or organization owner • Legal structure of organization (corporation, partnership, etc.) • Year the organization started • Primary type of business • Total number of employees 	<ul style="list-style-type: none"> • Last name, First name • Home address • Claimant Name • Sole Proprietorship • Year animals were initially purchased • Private owner • Number of employees must be at least 1

Commercial and Individual Claimants

Indemnities associated with commercial premises must obtain a DUNS number and register in SAMS for indemnity payment processing. In rare cases where an individual claimant refuses to use the DUNS/SAM process for LPAI indemnity payment, they may submit an EFT bank form (including Social Security Number) for payment processing. Please see APHIS guidance on DUNS and SAM for more information on specific exemptions.

Individual claimants are strongly encouraged to use the DUNS/SAM process because it allows for rapid payment processing and provides the greatest security for private banking information. However, the Code of Federal Regulations does allow this exemption for individuals:

The DUNS/SAM requirements do not apply to an individual who applies for or receives Federal financial assistance as a natural person (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name).



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Below is a screenshot of a company that registered for a DUNS number online.

Below is a screenshot of the email confirmation that a DUNS number was requested online.

Dun & Bradstreet iUpdate : Company Order Request

Thank you,
 Your request has been successfully submitted to Dun & Bradstreet. All information will be reviewed and validated by Dun & Bradstreet. Please Find below your Order Information:

Trans. Id	Order Id	Company Information	Type of Request	Expected Delivery	Order Price
16202892	502107	Company Name, Company Address	Govt. Request	1 Business Day	\$0

Thank you for using [iUpdate](#),
 Government [iUpdate](#) Customer Service

[iUpdate](#) is Dun & Bradstreet's Internet-based service that allows business principals to view, print, and request updates their company information.

CONFIDENTIALITY: The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above, who is an user of Dun & Bradstreet - [iUpdate](#) service. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication, and the information contained in it, is strictly prohibited. If you are not the intended recipient, please contact Dun & Bradstreet and immediately destroy all copies of the original message.

This is an automated mail. Please do not reply to this message.



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Below is a screenshot of the email that you will receive from D&B with your new DUNS number.

PLEASE DO NOT REPLY TO THIS EMAIL

D&B has fulfilled your D-U-N-S number request. Your D-U-N-S number is **XXXXXXXXXX**.

For SAM registration, please enter your business name and address as follows:

Legal Business Name – Company Name will be listed

Address Line 1 – Company address will be listed

YOU MUST WAIT AT LEAST 24-48 BUSINESS HOURS BEFORE USING THIS DUNS NUMBER, ESPECIALLY IF YOU ARE GOING TO REGISTER IN SAM.

For SAM registration questions, please contact the **SAM Help Desk**: www.fsd.gov or call 17866760678220

Steps for System for Award Management (SAM) Registrations:

1. Go to www.sam.gov.
2. Create a Personal Account and Login.
3. Click "Register New Entity" under "Register/Update Entity" on your "My SAM" page.
4. Review Registration Overview and click "Start Registration"
5. Select the type of Entity (typically "Business or Organization")
6. Select "Yes" for "Do you wish to bid on contracts? Then Click "Next"
7. Confirm Purpose and Click "Next"
8. Complete "Core Data" as follows:
 - a. Validate your DUNS information.
 - b. Enter Business Information (TIN and so on).
 - c. Enter the CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter an NCAGE code.
 - d. Enter General Information (business types, organization structure, etc.).
 - e. Financial Information (Electronic Funds Transfer (EFT) Information).
 - f. Executive Compensation.
 - g. Proceedings Details.
9. Complete "Assertions" as follows:
 - a. Goods and Services (NAICS, PSC, etc.).
 - b. Size Metrics.
 - c. EDI Information.
 - d. Disaster Relief Information.
10. Complete "Representations and Certifications" as follows:
 - a. FAR Responses.
 - b. Architect-Engineer Responses.
 - c. DFARS Responses.
11. Complete "Points of Contact".

Your entity registration should become 3-5 days **after** the IRS validates your TIN information.

You need your entity's TIN and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN. (A TIN is an Employer Identification Number (EIN) assigned by the IRS)

Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised that it will not be treated as "privacy act" data in SAM.

To obtain an EIN visit: www.irs.gov/businesses/small/article/0,,id=102767,00.html. Activating a new EIN with the IRS takes 2-5 weeks.

You may receive a customer service survey in your e-mail. Please take a moment to provide your feedback.

Sincerely,

D&B Government Customer Response Center



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STEP TWO: Getting Registered in the System for Award Management (SAM)

- **What is the System for Award Management (SAM)?** SAM is a web-based, government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract awards, grants, and the electronic payment processes.
- **How do I get registered in SAM?** Go to the SAM website: www.sam.gov/ The following information is needed:
 - DUNS number _____
 - Taxpayer Identification Number (TIN) or Employment Identification Number (EIN)

 - Designation of an E-biz point of contact (POC). _____

Note: The E-biz POC is issued a Marketing Personal Identification Number by SAM, which gives them the authority to designate AOR's. AOR's are staff members in your organization who are allowed to submit applications at www.grants.gov.

1. To begin your SAMS registration, make sure you have your DUNS number ready. Begin by clicking on Create User Account.

The screenshot shows the SAM.gov website interface. At the top, there is a navigation bar with links for HOME, SEARCH RECORDS, DATA ACCESS, GENERAL INFO, and HELP. Below this, there are three main sections: CREATE USER ACCOUNT, REGISTER/UPDATE ENTITY, and SEARCH RECORDS. The CREATE USER ACCOUNT section includes a 'Create User Account' button, which is highlighted with a red arrow. The REGISTER/UPDATE ENTITY section includes a 'Register/Update Entity' button and a 'New! Use the SAM Status Tracker to: Check Status' button. The SEARCH RECORDS section includes a 'Search Records' button. At the bottom of the page, there is a 'WHAT IS SAM?' section with a 'Need Help?' button. The website is displayed in a browser window with the address bar showing 'https://www.sam.gov/portal/SAM/'.



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2. You will see a “Before You Start” message. When ready, click **Continue**.

Registration Overview

- Registration Overview
- Purpose of Registration
- Core Data
- Representations and Certifications
- Points of Contact
- Submit Certification

[BACK TO USER DASHBOARD](#)

BEFORE YOU START

You will need the following information:

U.S. REGISTRANTS:

- Your DUNS Number, Legal Business Name, and Physical Address from your Dun & Bradstreet (D&B) record.
- If you don't have a DUNS Number, you can [request one for free](#) from D&B
- Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN. Review your tax documents from the IRS (such as a 1099 or W-2 form) to find your Taxpayer Name.
- Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT).

INTERNATIONAL REGISTRANTS:

- Your NATO Commercial And Government Entity (NCAGE) Code from the NATO Support Activity (NSPA).
- If you don't have an NCAGE Code, you can [request one online for free](#)
- Your DUNS Number, Legal Business Name, and Physical Address from your Dun & Bradstreet (D&B) record. Make sure your DUNS information and NCAGE information match.
- If you don't have a DUNS Number, you can [request one for free](#) from D&B

CANCEL **CONTINUE**

Status



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- The next step is to complete the Purpose of the Registration.

The screenshot shows the SAM System for Award Management interface. The user is logged in as Donna Shultz. The navigation menu includes MY SAM, SEARCH RECORDS, DATA ACCESS, GENERAL INFO, and HELP. The main content area is titled "Purpose of Registration" and is part of the "Register Entity" process. The page description states: "The system will guide you through the entity registration process based on the answers you provide on this page. Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page." The form contains the following questions and options:

- What type of entity are you? * (Please select a value)
- Do you wish to bid on contracts? * (Not Applicable)
- Do you want to be eligible for grants and other federal assistance? * (Not Applicable)
- Do you want to perform Intragovernmental Transactions (IGT)? (Not Applicable)

Buttons include "BACK TO USER DASHBOARD", "CANCEL", "PREVIOUS", and "NEXT".

- After completing all the questions, you will be asked to "Confirm the Purpose" of your registration.

The screenshot shows the SAM System for Award Management interface. The user is logged in as Donna Shultz. The navigation menu includes MY SAM, SEARCH RECORDS, DATA ACCESS, GENERAL INFO, and HELP. The main content area is titled "Confirm Purpose" and is part of the "Purpose of Registration" process. The page description states: "Based on the answers you provided on the previous page, SAM determined your purpose of registration and the sections you must complete based on that purpose of registration. If you need to make changes, please go back to the previous page. Otherwise, use the Next button to continue with the Entity Registration process." The form displays the following information:

- Purpose of Registration:** Federal Assistance Awards Only
- You are required to complete the following sections:** Core Data, Points of Contact

Buttons include "BACK TO USER DASHBOARD", "CANCEL", "PREVIOUS", and "NEXT".



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- Along the way you will be asked about your core data, related to your DUNS registration.

<p>Register Entity</p> <p>Registration Overview</p> <p>Purpose of Registration</p> <p>Core Data</p> <ul style="list-style-type: none"> ➔ DUNS Information ● Verify DUNS Information ● Business Information ● CAGE or NCAGE Code ● General Information ● Financial Information ● Executive Compensation Questions ● Proceedings Questions ● Information Opt-Out ● Review Core Data <p>Points of Contact</p> <p>Submit Certification</p> <p>BACK TO USER DASHBOARD</p>	<p>Core Data</p> <p>DUNS Information</p>	<p>Content Glossary</p> <p>Status Indicators: </p> <p>Core Data:</p> <p>DUNS/DoDAAC:</p> <p>Name:</p> <p>Address:</p>
<p align="center">Page Description</p> <p>Please enter your unique identifier information associated with the entity you want to register, i.e. the information associated with the DUNS Number you were assigned by Dun & Bradstreet (D&B).</p> <p>Mandatory fields are marked with an asterisk or star symbol. You must complete all mandatory fields before continuing to the next page.</p> <p>Public Identifier:</p> <p>DUNS Number: * <input type="text"/></p> <p><i>If you do not have a DUNS Number, please click here to request one</i></p> <p><i>For assistance, contact Dun & Bradstreet (D&B) US ONLY at 1-866-705-5711 or gort@dnb.com. International registrants email: samhelp@dnb.com</i></p> <p>Name:</p> <p>D&B Legal Business Name: ** <input type="text"/></p> <p>DUNS Physical Address:</p> <p><i>Please enter the physical address you provided D&B when you registered for your DUNS Number. Your registration will not be activated if you used a mailing address to get your DUNS Number.</i></p> <p>Address Line 1: * <input type="text"/></p> <p>Address Line 2: <input type="text"/></p> <p>City: * <input type="text"/></p> <p>State/Province: * <input type="text" value="Please select a value"/></p> <p>ZIP/Postal Code: * <input type="text"/> <input type="text"/></p> <p>Country: * <input type="text" value="UNITED STATES"/></p> <p>New! SAM now recognizes Kosovo, the Gaza Strip, and the West Bank. If your entity is located in one of these three places, please</p>		



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6. Once the username setup is complete, you will receive an email that states the confirmation of your username. **You must follow the instructions to CLICK THIS LINK within 48 hours of receiving the email to activate your account. See example below of what the email looks like.**

Please note that this is only a confirmation of your Username. You must click on the link below, within 48 hours of receipt of this message, to verify your email address and complete the registration process. You may also copy and paste the URL into your browser address line to go directly to the web page.

CLICK THIS LINK to activate your account: <https://www.sam.gov/portal/public/SAM?activationCode=2DtI002fK21wrl2>

Please note that if this is your first login attempt, the system will default to the Migrate Legacy Account page where you will be prompted to indicate whether or not you wish to transfer your role(s) held in the legacy federal government systems (CCR.gov, FedReg.gov, ORCA.gov, and EPLS.gov) to your new SAM account.

IMPORTANT: If you do not have roles to migrate from a legacy system and/or you would like a new role assigned to your account, you will need to request that a role be assigned by your Administrator in order to have access to desired system functionality.

For assistance, please contact the Federal Service Desk at www.fsd.gov or by telephone at 866-606-8220 (toll free) or at 334-206-7828 (internationally).

Thank you,
The System for Award Management (SAM) Administrator

<https://www.sam.gov/portal/public/SAM>



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- Once you click the link included in your email you will be brought to this screen. Enter your username and the password that you created.

The screenshot displays the SAM (System for Award Management) login interface. At the top, there is a navigation bar with the SAM logo and the text 'SYSTEM FOR AWARD MANAGEMENT'. To the right of the logo, there are input fields for 'USER NAME' and 'PASSWORD', a 'LOG IN' button, and links for 'Forgot Username?' and 'Forgot Password?'. Below the navigation bar, there is a menu with options: HOME, SEARCH RECORDS, DATA ACCESS, GENERAL INFO, and HELP. The main content area is titled 'Login' and 'Enter Username and Password'. It contains a 'Login' button and links for 'Forgot Username?' and 'Forgot Password?'. The footer of the page includes the text 'SAM | System for Award Management 1.0', 'IBM v1.P.07.20150327-1711 WWW7', and logos for GSA and USA.gov.



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8. Read over the SAMS Terms and Conditions and click **Accept** to continue.

talcomponentid=c4afe6ad-9dfc-42c6-baa8-ce01701bf888interactions

General Services Administration [US]

System for Award Manage...

ill Complianc... USDA APHIS Animal Heal... SF-424 Family GRANTS.G... VS Field Programs - Hom... Suspension and Debarme... eCFR — Code of Federal R... Concur BOC Guide General Schedule

Forgot Username? Forgot Password? Create an Account

SAM
SYSTEM FOR AWARD MANAGEMENT

HOME SEARCH RECORDS DATA ACCESS GENERAL INFO HELP

SAM Terms and Conditions

I. Usage Agreement

This is a Federal computer system and is the property of the United States Government. It is for authorized use only. Users (authorized or unauthorized) have no explicit or implicit expectation of privacy in anything viewed, created, downloaded, or stored on this system, including e-mail, internet, and intranet use. Any or all uses of this system (including all peripheral devices and output media) and all files on this system may be intercepted, monitored, read, captured, recorded, disclosed, copied, audited, and/or inspected by authorized System for Award Management (SAM) personnel, the Office of Inspector General (OIG), and/or other law enforcement personnel, as well as authorized officials of other agencies. Access or use of this computer by any person, whether authorized or unauthorized, constitutes consent to such interception, monitoring, reading, capturing, recording, disclosure, copying, auditing, and/or inspection at the discretion of authorized SAM personnel, law enforcement personnel (including OIG), and/or authorized officials of other agencies. Unauthorized use of this system is prohibited and may constitute a violation of 18 U.S.C 1030 or other Federal laws and regulations may result in criminal, civil, and/or administrative action. By continuing to use this system, you indicate your awareness of, and consent to, these terms and conditions and acknowledge that there is no reasonable expectation of privacy in the access or use of this computer system.

DECLINE ACCEPT

SAM | System for Award Management 1.0 IBM v1.P.27.20150327-1711 WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

GSA USA.gov Department of Agriculture



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9. After accepting the SAMS terms and conditions you will be brought to a welcome screen; see the sample is below. Click on **Register/Update Entity**.

The screenshot shows the SAM (System for Award Management) user interface. At the top, there is a navigation bar with tabs for 'MY SAM', 'SEARCH RECORDS', 'DATA ACCESS', 'GENERAL INFO', and 'HELP'. A search box is located on the right side of this bar. Below the navigation bar, the user is logged in as 'Donna Shultz' with a 'LOGOUT' button. The main content area is titled 'Welcome, Donna Shultz' and contains a sidebar on the left with the following links: 'Manage My User Roles', 'Register/Update Entity', 'Account Settings', 'Manage My Data Access', and 'General'. The main content area features three highlighted sections: 'Manage My User Roles', 'Register/Update Entity', and 'Manage My Data Access'. Each section has a brief description of its function. At the bottom of the page, there is a 'Please Note' section and a 'Notice Regarding 2012 NAICS Codes & Revised Size Standards' section. The browser's address bar shows the URL 'http://www.sam.gov'. The Windows taskbar is visible at the bottom of the screen.



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10. Read through each bulleted statement and then click on **Start Registration**.

The screenshot displays the 'Registration Overview' page in the SAMS system. The page is titled 'Registration Overview' and includes a navigation menu on the left with 'Register Entity' selected. The main content area is titled 'Registration Overview' and lists four categories: Core Data, Assertions, Representations & Certifications, and Points of Contact. A 'START REGISTRATION' button is located at the bottom right of the main content area, with a red arrow pointing to it. A vertical red line is also present on the right side of the page.

11. Once you have completed your SAMS registration, please contact the APHIS VS representative listed on the coversheet and let them know you have finished registering in SAMS. You will need to provide your DUNS number in order for processing payment.



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Criteria for Release of H5/H7 Control Marketed/Slaughtered flocks For Control Marketed/Slaughtered flocks:

- Weekly testing will be conducted to monitor virus shedding and cleavage site (PCR and virus isolation (VI)); concerning changes in amino acid sequence at the proteolytic cleavage site warrants immediate depopulation (i.e. evidence of mutation to HPAI);
- Collect a minimum of thirty (30) swabs per house/barn per week (PCR can be useful as the initial test and may screen out samples to be forwarded to NVSL for VI¹);
- Serological testing may be useful to determine where each house stands with regards to seroconversion (based upon hemagglutination inhibition titer at NVSL); minimum of thirty (30) sera per house/barn.

Flocks actively shedding virus pose a greater risk of virus spread, and ongoing opportunities for mutation to HPAI as the virus replicates.

- **This risk increases** where seronegative (AGID/ELISA negative) birds are present while virus is being shed (e.g. IAV detection by PCR).²
- **This risk decreases** in flocks with waning infection/incidence where virus shedding has significantly decreased (e.g., all swabs representing every house/barn with birds on the premises have Cts greater than thirty-eight (38) by PCR). The flock has significant evidence of recovery (including test results for serology and virus isolation, review of performance records and production data to identify the time of infection, clinical presentation, etc.).

Criteria for movement: Per 9 CFR 56.5 part 56.5 (c)(ii) – Within seven (7) days prior to slaughter, each flock to be moved for controlled marketing must be tested for H5/H7 LPAI using a test approved by the Cooperating State Agency and found to be free of the virus:

- Virus status may be determined by lack of nucleic acid detection by PCR direct from swabs or from negative virus isolation;
- Detection of nucleic acid from non-viable virus is possible, especially where significant seroconversion has already occurred. Therefore, the final determination of virus status may be established through assessing the risk of movement (e.g., factors covered in Appendix 1, test results and production/ performance records) and agreement among Federal, State, and industry partners.

¹ VI attempt requires six (6) days for a single pass followed by PCR at NVSL.

² The rRT-PCR used to detect IAV is semiquantitative; the lower the cycle threshold (Ct) value, the more viral nucleic acid was detected.