



APPENDIX A2- FOR SWINE CONTRACT GROWER

Appraisal and Indemnity Request for ASF-Affected Premises

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

Premises ID where pigs are located:
ASF presumptive positive date:
Address where pigs are located:
<p>Swine Owner (Referred to in this document as the “Grower or Contract Grower”)</p> <p>Name: _____</p> <p>Phone: _____</p> <p>E-mail: _____</p> <p>Address: _____</p>

The State Official or Tribal Official and APHIS Official have determined that swine on this premises are affected by ASF. Swine on this premises will be depopulated by State and/or APHIS and/or industry personnel; the State-Federal-Industry goal is to complete depopulation as soon as possible. Indemnity for destroyed swine affected by ASF will be based on their fair market value, as determined by the current USDA APHIS indemnity calculators.

In cases where the destroyed swine were produced by a Contract Grower, the appraised value of the swine will be split between the Swine 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 swine (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 swine and the date the swine were destroyed. This is the maximum amount of Federal indemnity the Contract Grower is eligible to receive, if Federal indemnity is approved for the destroyed swine.
3. If the Grower has received any payment from the Owner under his/her contract prior to the date when the swine 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 swine, the 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 Owner of destroyed swine has entered into a contract for the growing or care of the swine using the method described in 1 to 4 of this section—is deemed 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:

- _____ 1. I understand that swine 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 swine on the premises, including the number of swine per production stage that must be destroyed.
- _____ 3. I agree to accept the fair market value of swine, as determined by the APHIS calculator, according to the inventory on the premises at the time this document is signed.
- _____ 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 swine.
- _____ 5. I understand that I must obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and register in the Federal System for Award Management (SAM) database to receive an indemnity payment from USDA APHIS.

Contract Grower Signature:

Printed Name of Contract Grower:

Date:

Title: