

HPAI Response

Appraisal and Indemnity Request Form

February 22, 2022

APPENDIX 2B – DRAFT FOR CONTRACT GROWER

Appraisal and Indemnity Request for HPAI-Affected Premises

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

1. **Premises ID** where birds are located:
2. **HPAI presumptive positive date:**
3. **Address** where birds are located:
4. **Grower Name** (*Referred to in this document as the “Grower or Contract Grower”*):

5. **Address:**
Phone:
E-mail Address:

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

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 Contract 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 the statements 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 HPAI.
- _____ I understand that the poultry on the premises will be depopulated in the most humane manner possible and under the supervision of a USDA veterinarian or designee.
- _____ 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.
- _____ 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.
- _____ 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.

Contract Grower:

Print Name

Signature

Date

Title