

# Emergency Cooperative Agreement Guidance

## *Financing the Response: State/Tribal Information*

April 11, 2022

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Please note: These procedures may be revised as the situation develops.

### SUMMARY

The United States Department of Agriculture (US), Animal Plant and Health Inspection Services (APHIS), Veterinary Services (VS) enters into Cooperative Agreements (CA) annually with many State Animal Health Officials (SAHO) to support animal health surveillance, response, and preparedness activities. These agreements provide data entry and records management for surveillance programs; distribution and communication of animal health information, including awareness of foreign animal or emerging diseases; and disease response activities. An emergency CA is simply an additional agreement/award between APHIS VS and SAHOs to assist with response activities that emerge during an outbreak/incident.

### FEDERAL EMERGENCY FUNDING

APHIS has a broad range of abilities to respond to a foreign animal disease (FAD) outbreak under the Animal Health Protection Act (AHPA), 7 U.S.C. 8301 et seq. The Secretary is specifically authorized to carry out operations and measures to detect, control, or eradicate any pest or disease of livestock, which includes poultry (7 U.S.C. 8308), and to promulgate regulations and issue orders to carry out the AHPA (see 7 U.S.C. 8315) in order to protect animal health, human health and welfare, economic interests of livestock and related industries, the environment, and interstate and foreign commerce.

### DEPARTMENT OF HOMELAND SECURITY (DHS)

The Department of Homeland Security (DHS) Stafford Act constitutes the statutory authority for most Federal disaster response activities especially as they pertain to the Federal Emergency Management Agency (FEMA) and FEMA programs. APHIS VS responses to animal disease outbreaks do **not** fall under the authority of the Stafford Act. To date, the Stafford Act has **not** applied to animal disease outbreaks, indemnity payments, or compensation for other related efforts.

### USDA APHIS EMERGENCY FUNDING REQUESTS

Depending on the type and size of an emergency response outbreak, APHIS VS may need to request emergency funding which requires approval from USDA, Office of Management and Budget (OMB), and U.S. Congress. APHIS' annual Congressional appropriation includes Contingency Funds (CF) which can typically support outbreaks costing less than \$1 million.

USDA emergency funding for Highly Pathogenic Avian Influenza (HPAI) is subject to the established process for foreign animal diseases, where, typically, APHIS contingency funds (CF) are used for outbreaks costing less than \$1 million and emergency funding requests, such as a Commodity Credit Corporation (CCC) request, are used when more than \$1 million is needed for the response. Supplemental appropriations, which require approval from Congress, may also be sought. For more general information on funding during an animal health incident, please see the [FAD PReP SOP Overview of Finance](#) and the [FAD PReP Manual 1-0: Roles and Coordination](#).

## COOPERATIVE AGREEMENTS WITH STATES

CAs are used by USDA to reimburse affected States for response activities that were rapidly undertaken upon confirmation of HPAI. While APHIS CAs can entail longer-term relationships between States and USDA APHIS, it is important to remember that only costs incurred as a direct result of the outbreak are covered under HPAI response CAs.

CAs must include a work plan to outline the objectives, approach, and anticipated outcomes of proposed activities and the roles and responsibilities of all parties involved in the CA. The work plan should provide enough detail to explain how funds will enable the recipient and VS to accomplish the response, control, and surveillance of the outbreak. An example work plan can be found in [Appendix A](#).

A detailed financial plan should accompany the work plan and include budget categories (major object class codes). An example financial plan is shown in [Appendix B](#). To obtain the fillable template of the financial plan, please reach out to your State Area Veterinarian in Charge, who will likely become the CA Program Manager.

The work and financial plans, once created, are sent to the APHIS Program Manager (PM) for review. The VS PM will coordinate the document review with the APHIS VS program epidemiology officer for example HPAI documents are reviewed by Dr. Patricia Fox.

After the program review, the documents are sent to the agreement staff at [VS.FiOps.ASC.Agreements@usda.gov](mailto:VS.FiOps.ASC.Agreements@usda.gov) for processing.

## ALLOWABLE COOPERATIVE AGREEMENT COSTS

Only costs incurred as a direct result of an emergency outbreak are reimbursable under any emergency CA. In addition, costs incurred outside of the CA timeframe **cannot** be reimbursed. A variety of expenses may be covered, but it is important to note that one State being reimbursed for something does not ensure another State will be covered for the same expense. The scope, purpose, and related costs for individual APHIS VS – SAHO CAs must be defensible and justifiable. Below is additional information regarding specific types of costs:

**Staffing:** Salaries of existing State employees working on an emergency response will **not** be covered by an emergency CA, but overtime worked in association with the disease event is eligible for reimbursement.

The hiring of temporary personnel to assist solely in the response activities may be reimbursed. Prior approval is needed before the hiring of any temporary personnel.

**Travel:** Travel, housing, and reasonable per diem costs incurred by State employees responding to an emergency outside their normal districts may also be covered. Recipients should follow their State written travel policies when calculating travel costs. If there is no State policy, Federal per diem rates should be used in the calculation of travel costs.

**Supplies and Equipment:** Personal protective equipment, cleaning and disinfection materials, shipping materials and costs, swabs and biological media, publications, and audiovisuals (outreach materials), and office supplies needed to handle the response may be covered under an emergency CA. However, **approval would be needed in advance for single purchases costing over \$5,000**. In addition, publications and audiovisuals developed with CA funding must be reviewed by APHIS VS prior to printing.

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**Communication and Information Technology:** Communication and Information Technology needs may be reimbursable if they are directly related to the emergency response and resources beyond the normal expenses already undertaken by the SAHO are required. However, procurements of new IT systems or investments in major upgrades for existing State systems will **not** be provided.

If a State needs to set up an Emergency Operations Center (EOC), the cost of leasing and outfitting a space with the appropriate information technology equipment needed could be reimbursed. Similarly, while APHIS VS will **not** pay for the cost of cell phones or lines already in place for normal use, additional lines, phones, or usage costs associated with the emergency outbreak may be reimbursable.

**Contracts:** APHIS VS provides direct contracts with service providers for response activities as needed. Registered Federal contractors will be used for activities such as landfilling, supplying carbon sources for composting, transportation, hazardous materials, and environment disposal. While APHIS VS normally contracts directly with service providers, it is possible States may be reimbursed for some contracted services. However, rates are subject to review and require written approval from the Unified Incident Command and APHIS VS, if costs are more than \$5,000.

## COOPERATIVE AGREEMENT PROCESSES

As with all APHIS VS CAs, emergency CAs are processed through the [ezFedGrants](#) (eFG) on-line grants management system. A detailed Work Plan, with accompanying Financial Plan, is required to outline the objectives, approach, and anticipated outcomes of proposed activities and the roles and responsibilities of all parties involved in the CA. The Financial Plan should include detailed proposed costs for each cost category. When you enter into a CA with APHIS VS, you agree to comply with the standard terms and conditions for APHIS awards:

[https://www.aphis.usda.gov/aphis/ourfocus/business-services/financial-management-division/Financial\\_Services\\_Branch/Agreements\\_Service\\_Center/terms-conditions-for-aphis-awards](https://www.aphis.usda.gov/aphis/ourfocus/business-services/financial-management-division/Financial_Services_Branch/Agreements_Service_Center/terms-conditions-for-aphis-awards)

Additional guidance is available in the current [Field Operations Grants and Cooperative Agreements Recipient Guide](#).

## LIST OF FEDERAL ASSISTANCE APPLICATION REQUIREMENTS

- [Pre-Award Letter Request](#) (when cost will be incurred prior to finalization of the agreement) - please submit this document immediately
- A valid Data Universal Numbering System (DUNS) number
- An active System for Award Management (SAM) account
- An established Recipient organization in eFG
- SF-424, Application for Federal Assistance (completed in eFG)
- SF-424A, Budget Information- Non-Construction Programs (completed in eFG)
- State's Intergovernmental Review comments or a copy of the [Single Point of Contact's](#) (SPOC) letter to the Recipient stating the review has been waived or the project has been approved
- [Certification Regarding Lobbying](#) (for awards exceeding \$100,000)
- [SF-LLL, Disclosure of Lobbying Activities](#) (for awards exceeding \$100,000 and only when there are activities to disclose)
- Negotiated Indirect Cost Rate Agreement (signed agreement is required when the Recipient is assessing indirect costs to the project)
- CA Award (to be prepared by APHIS VS)
- Internal VS forms:

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- Decision Memo and/or Initiative completed and approved by APHIS VS prior to the CA being awarded
- [APHIS 63](#) (Justification for non-competitive Federal Assistance)

## APPENDIX A: COOPERATIVE AGREEMENT TEMPLATE

**PROJECT PROPOSAL/WORK PLAN AND BUDGET FOR MANAGING THE**  
***[Include Project Title (i.e., Low Path Avian Influenza)]* EMERGENCY**  
**FOR FY 20XX**

**Recipient:**

**Geographic Location:** *[Provide a precise location of the project and area to be served by the proposed project.]*

**Project Coordinator:**

Title:

Address:

Phone:

Fax:

E-Mail:

This Work Plan (WP) reflects a cooperative relationship between the *[insert Recipient's agency name]*, the Recipient and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Veterinary Services (VS). It outlines the mission-related goals, objectives, and anticipated Performances as well as the approach for conducting *[the emergency activities and the related roles and responsibilities of the parties (e.g., mutual roles, VS role(s), and Recipient role as negotiated.)]*

***HPAI sample:***

*This Work Plan (WP) reflects a cooperative relationship between the [cooperating agency], the Cooperator, and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS). It outlines the mission-related goals, objectives, and anticipated accomplishments as well as the approach for managing surveillance and disease control activities associated with detections of Highly Pathogenic Avian Influenza (HPAI) viruses and the related roles and responsibilities of the parties and Cooperator's role as negotiated. This work plan covers the time from [start date] through [end date]. [History of HPAI confirmation in the geographic area: type of operation, county. Note the immediate actions that were taken. Discuss further cases and spread of the disease, status of the response effort. Briefly outline money and resources spent and anticipate needs for the time in question.] Involvement by other parties in the project, which is incidental to the agreement, should be discussed later in the WP as contributing parties who will work on the project.*

*Under each selected objective discuss the following:*

**Objective/Need for Assistance**

*[Clearly and concisely state the project objectives. Objectives are intermediate steps taken to achieve the overall purpose of the surveillance or project activity. Objectives should lead to specific results and be measurable. Describe what surveillance or project activity will achieve and why it is needed.]*

**HPAI:**

Objective 1: Highly Pathogenic Avian Influenza Response, Control, and Surveillance  
Quickly diagnose, control, and prevent the spread of Highly Pathogenic Avian Influenza (HPAI) in [state/location] poultry flocks.

**Approach**

**Plan of Action:** *[Outline a plan of action pertaining to the scope and detail of how the proposed objective will be accomplished by activity or function. It specific (Federal or State) program protocols, actions plan, or uniform rules or other program guidelines must be followed, mention them in this section wherever they apply. **Clearly outline the roles and responsibilities that are mutual, those of the Recipient, and those of APHIS VS in terms of work to be performed, expected Performances by each party, and resources to be contributed by each.]***

**HPAI:**

*The emergency response to HPAI in [location] is a cooperative effort involving the industry, State, and Federal regulatory agencies. Funding for this objective allows the Cooperator along with [agencies] to provide quick diagnosis of and response to HPAI events in [location's] poultry. Specific actions taken as part of this response include the following:*

- *Investigate, quarantine, and depopulate infected flocks rapidly.*
- *Dispose of carcasses quickly to prevent the spread of disease.*
- *Identify all premises with poultry in the control and surveillance zones and educate producers and flock owners about HPAI and appropriate biosecurity measures.*
- *Test and monitor all flocks in the control zone in accordance with the HPAI response plan.*
- *Conduct biosecurity audits on all commercial flocks in the control zone so they can move product during the quarantine period. Instruct producers regarding testing and biosecurity needs for controlled movement. Set up permitting system that allows these operations to move products and birds into and out of the zone as needed.*
- *Permit feed trucks delivering products to poultry operations in the control zone.*
- *Conduct epidemiological investigations and identify other risk factors. Implement additional mitigation control strategies as needed.*
- *Monitor testing and compliance.*
- *Assist in entering information and permits into Emergency Management Response Services (EMRS) 2 database.*
- *Coordinate efforts with State, Federal, and industry partners. This includes, but is not limited to:*

- [agencies involved].

**Resource Requirement:** *[Provide a narrative describing the resources required and how the resources acquired will benefit or be used to complete the project objectives. List any third-party contributors who may be contributing to this project; describe the nature of their effort and their contributions. If equipment will be purchased, identify the purpose of each equipment item, and how it will benefit or be used for the project. The financial details should be reflected in the financial plan and do not necessarily need to be included in the narrative, but the program narrative and the financial plan must coincide with one another.]*

**HPAI:**

**Resources Needed:**

To meet the avian influenza testing objectives, the cooperator is asking for funds to:

- **Staffing**
  - State employee salaries will not be covered in an HPAI supplemental agreement, but overtime associated with the event, travel, housing, and per diems are eligible for reimbursement.
  - New term staff working directly on HPAI
  - Temporary staff
- **Travel and per diem- only for employees out of their normal district**
  - In-state travel for [agency] employees
    - Hotels and meals {estimates}
    - Mileage
  - Hazmat contract team travel
- **Supplies needed for response: *advance approval needed for any single expenditure more than \$5,000***
  - PPE
  - Cleaning and disinfection
  - Shipping
  - Swabs and media
  - Office supplies
- **Other**
  - State EOC expenses, possibly
    - Rental/lease of a space for an EOC would be covered.
  - Producer reimbursement
    - In future, will be a standard rate based on numbers of birds in inventory.
      - Producer operations will have Federal/State oversight but are to manage their own resources for cleaning and disinfection.
  - Communication and IT costs directly related to HPAI
    - Additional phone lines, phones, or usage needed to handle the outbreak
    - New IT systems and major upgrades not covered
  - Outreach (including printing and postage)

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- Translation
  - Health expenses
    - Fit testing (**must be approved in advance**)
  - Hazmat expenses
  - Heavy equipment
    - Rate sheet would have to approved to receive reimbursement.
  - Miscellaneous
- Contractual services- Vendors and contracts are reimbursable in an HPAI event; the rates are subject to review and may be limited to the cost USDA would pay directly for the same type of contract. **Subcontracts require written approval from Incident Command if more than \$5,000.** No approvals for contracts will be given before an HPAI event.
  - Hazmat
  - Veterinarians from out of state
    - Personnel costs and travel/lodging

Cost Code Table

<b>Major Object Class Code</b>	<b>Description</b>
1100	Personnel compensation (overtime)
2100	Travel costs
2200	Shipping
2500	Contracts and vendors (depopulation, cleaning and disinfection)
2551	Cooperative agreements (neighboring states, covering expenses)
2600	Supplies and materials
4200	Indemnity claims

**Data Collection and Maintenance:** *[The narrative should include any information on data that will be shared with APHIS VS. Describe the type of data that will be collected and where it will be maintained.]*

*Address timelines for collection and recording of data. Describe how APHIS VS will be provided access to the data and how ADT data is shared with other States, when needed.]*

**Results:** *[Results from APHIS VS Cooperative Agreement funded activities (also known as “deliverable”) are characterized as Performances. These Performances may be described in the form of outputs or outcomes. Both narrative reporting and data reporting are important means of documenting Cooperative Agreement Performances.]*

**Expected Performances:**

**Outputs** – *[Outputs express the effort expended to achieve a particular goal. They are measures of an activity, effort, and/or associated work products related to surveillance and/or monitoring goal or objective. Outputs will be produced or provided over a period or by a specific date and*



*may be quantitative or qualitative but must be measurable during the Cooperative Agreement funding period. This may be the number of surveillance samples collected, training sessions conducted, activities carried out, or reports produced. Outputs are almost always numbers.]*

**HPAI:**

Outputs

- Quarterly reports on program activities and cooperative funding are accurate and timely
- Records are thorough, accurate, and well organized

**Outcomes** – *[Outcomes are the results, effect or consequences that will occur from carrying out the funded activity or program that is related to surveillance and/or monitoring goal or objective. Outcomes may be surveillance, health-related or monitoring in nature, must be quantitative, may be intermediate in nature, and may not necessarily be achievable within the agreement funding period. Outcomes typically represent an achievement or a change in areas such as knowledge or disease condition.]*

**HPAI:**

Outcomes

- Infected flocks are quarantined, depopulated and carcasses are disposed of quickly to prevent the spread of disease. Epidemiological investigations are timely, thorough and accurate.
- All premises with poultry in the control and surveillance zones are identified and owners are educated regarding HPAI, biosecurity, reporting, and response procedures.
- Flocks in the control zone are quarantined.
- Flocks in the control zone are tested and monitored in accordance the HPAI response plan.
- Commercial flocks in the control zone are permitted for controlled movement following a biosecurity audit and appropriate testing.
- All efforts are coordinated with state, federal, and industry partners. This includes, but is not limited to:
  - [various state cooperators], industry leaders, USDA-APHIS-VS, and USDA-FSIS.

**Data Output Reporting**– *[The narrative shall acknowledge that Performances requiring a data submission will be submitted on the spreadsheets or templates supplied by APHIS VS. Timeliness of data submission should also be mentioned so it complies with program needs.]*

**HPAI:**

**Data Reporting:**

- SitReps
- Quarterly accomplishment reports

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**APPENDIX B: DETAILED FINANCIAL PLAN EXAMPLE**

**EMERGENCY RESPONSE COOPERATIVE AGREEMENT  
 DETAILED FINANCIAL PLAN**

(The Total Budget (Column G) amount must match the SF-424-A, Section B - Budget Categories)

**Insert Name of Recipient**  
**Insert Name of Emergency**  
**Insert Date Submitted**

	Item and Rate	Total Budget
<b>Personnel</b>	OT for 5 Field Inspectors @ \$11.00/hr.; 200 hours	\$2,200.00
	OT for 2 poultry VMO @ \$43/hr.; 560 hrs.	\$24,080.00
	OT for State Veterinarian @ \$62/hr.; 46 hrs.	\$2,852.00
	<b>Subtotal</b>	<b>\$29,132.00</b>
<b>Fringe Benefits</b>	33% of salary of permanent employees	\$9,614.00
	<b>Subtotal</b>	<b>\$9,614.00</b>
<b>Travel</b>	5 Field Inspectors @ 400/mi per wk. for 39 wks. @ \$0.365/mi	\$28,470.00
	1 Field Supervisor @ 500/mi per wk. for 52 wks. @ 0.365/per mi	\$9,490.00
	<b>Subtotal</b>	<b>\$37,960.00</b>
<b>Equipment</b>	Trailer mounted hot water spray unit (see attached prior approval)	\$9,800.00
	<b>Subtotal</b>	<b>\$9,800.00</b>
<b>Supplies</b>	Office supplies: #10 Envelopes (6@\$38=\$228) + #9 Envelopes (6@\$38=\$228) + File Folders (16@\$22.00=352)	\$808.00
	75 truckloads of carbon material -\$1750 each (see attached prior approval)	\$131,250.00
	Disposable Biosecurity Suits for Inspection Visits, 8 cases @ \$140.50	\$1,124.00
	<b>Subtotal</b>	<b>\$133,182.00</b>
<b>Contractual</b>	Compost SME from University (see attached prior approval) \$450/day; 14 days	\$6,300.00
	<b>Subtotal</b>	<b>\$6,300.00</b>
<b>Other</b>	Toll-Free project hotline	\$600.00
	<b>Subtotal</b>	<b>\$600.00</b>

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<b>Totals</b>	<b>TOTAL DIRECT COSTS</b>	<b>\$226,588.00<sup>1</sup></b>
	<b>INDIRECT COSTS (20% On Total Direct Costs)</b>	<b>\$45,318.00</b>
	<b>TOTAL PROJECT COSTS</b>	<b>\$271,906.00<sup>2</sup></b>
	<b>Less Recipient Share (example 10%)</b>	<b>\$0.00<sup>3</sup></b>
	<b>APHIS Cost Share</b>	<b>\$271,906.00<sup>4</sup></b>

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<sup>1</sup> 100% of all costs.

<sup>2</sup> Please round this to a whole dollar number.

<sup>3</sup> If there is a cost share, the recipient portion goes here.

<sup>4</sup> Remainder after cost share is the APHIS portion.