

Flock Plan

Addendum for use of the Highly Pathogenic Avian Influenza Depopulation and Disposal Flat Rate Pilot at _____

February 26, 2026

Purpose

The purpose of this addendum is to document the expectations clearly and transparently for using the highly pathogenic avian influenza (HPAI) depopulation and disposal (D&D) flat rate pilot for compensation of D&D activities.

This document serves as the notification of the use of the D&D flat rate and as an agreement of who is designated as the recipient(s) of the flat rate payment(s). It also serves as a declination of the use of the D&D flat rate, if applicable.

D&D Flat Rate Overview

The D&D flat rate is a pilot project available to a Grower/Operator/Owner receiving indemnity for commercial table egg layer chickens, commercial table egg layer breeder chickens, commercial broiler chickens, commercial broiler breeder chickens, commercial meat turkeys, commercial breeder turkeys, commercial meat ducks, or commercial breeder ducks. Participation in the D&D flat rate is not required.

A Grower/Operator/Owner receives a flat rate per bird for **ALL** depopulation and/or disposal costs. **The flat rate includes compensation for exposed feed and the cost to dispose of exposed feed.** No Federal contractor or State Emergency Cooperative Agreement will be available for whichever activity (depopulation and/or disposal) flat rate is utilized. All flat rate payments are issued after all depopulation and disposal activities are completed. That recipient of the flat rate may cooperate or contract with others (integrator, grower, State, local resources, etc.), but is responsible for paying them.

D&D Split Rates

Premises that test presumptive positive for HPAI on or after January 1, 2026 are eligible to use the updated D&D flat rates and the split rates. Depopulation activities will be compensated at 20% of the combined flat rate amount and disposal activities will be compensated at 80% of the combined flat rate amount. Grower/Operator/Owners may elect to use the flat rate for depopulation, disposal, or both. Rates listed below reflect rates adjusted for inflation for 2026.

Commodity	Combined Flat Rate (Updated for 2026)	Depopulation Compensation (20% of combined amount)	Disposal Compensation (80% of combined amount)
Layers	\$1.67	\$0.33	\$1.34
Turkeys	\$4.64	\$0.93	\$3.71
Broilers	\$3.04	\$0.61	\$2.43
Ducks	\$5.24	\$1.05	\$4.19

D&D Flat Rate Timeline for Election

If a Grower/Operator/Owner elects to use the depopulation and/or disposal flat rate for compensation, they must state their intention to use the flat rate **by signing this addendum within 72 hours** after completing depopulation of all barns at the infected premises. It is acceptable for a Grower/Operator/Owner to notify USDA earlier than the deadline stated above.

A Grower/Operator/Owner may elect to utilize the detailed financial plan method at any time, which is subject to cost approval. However, once a Grower/Operator/Owner opts out of utilizing any part of the D&D flat rate, they will not be able to opt back in. **Cost approvals will not be reviewed until the D&D flat rate is declined.**

D&D Flat Rate Grower/Operator/Owner Accountability

1. Throughout the depopulation and disposal activities on a premises, APHIS/State personnel will assess Grower/Operator/Owner adherence to APHIS' expectations around biosecurity, humane depopulation, and disposal standards in accordance with the Highly Pathogenic Avian Influenza (HPAI) Response Plan Red Book, applicable foreign animal disease preparedness and response (FAD PReP) guidance, the Code of Federal Regulations (CFR), and applicable State environmental laws.
 - a. If there are any questions regarding what these standards may be for your premises, the Case Manager assigned to the premises can assist in clarifying the expectations.
2. The Grower/Operator/Owner will adhere to the agreed upon depopulation and disposal timelines as stated within the **Flock Plan**.
3. The Grower/Operator/Owner will comply with Subject Matter Expert (SME) requirements and recommendations, including but not limited to:
 - a. Conducting humane depopulation
 - b. Building and maintaining compost piles to achieve proper virus elimination (e.g., adding carbon to compost pile when requested, etc.)
 - c. Ensuring compliance with enhanced premises biosecurity to minimize traffic and implement protocols to clean and disinfect vehicles and equipment.
 - d. Ensuring virus biocontainment on the premises

If the Grower/Operator/Owner does not agree to the above items, the Grower/Operator/Owner instead must utilize the detailed financial plan, which is subject to cost approval.

D&D Flat Rate State Authority Acknowledgement

The _____ (State Authority) acknowledges and does not object to the use of the D&D flat rate by _____ (special ID for the premises). The State Authority acknowledges that it will provide oversight for the D&D activities to determine adherence to the State quarantine orders and the **D&D Flat Rate Grower/Operator/Owner Accountability** section in the Flock Plan Addendum.

When performing the depopulation and/or disposal work, if the premises does not adhere to the expectations of the **D&D Flat Rate Grower/Operator/Owner Accountability** section above and the State quarantine orders, the State Authority will notify USDA APHIS and compensation for depopulation and disposal will be calculated using the detailed financial plan method, which is subject to cost approval.

STATE AUTHORITY:

Signature: _____ Date: _____

D&D Flat Rate Agreement

This is an agreement between _____ (Grower's name) and _____ (Operator/Owner of poultry) and USDA APHIS to accept the use of the D&D Flat Rate method of reimbursement.

Only a **single payee** will be reimbursed for each D&D flat rate chosen (depopulation, disposal, or combined). The payee agrees to fairly compensate other contractors or responders for HPAI depopulation and/or disposal work performed. USDA will not serve as a negotiator to ensure that all parties are fairly reimbursed by the primary payee. At any time, any of the parties listed above may switch back to the detailed financial plan (subject to cost approval) or collect receipts and file an appeal at the end of the D&D phase, if reasonable costs were not covered. USDA will not accept the use of the D&D flat rate nor distribute funds as determined by the flat rate values unless all parties have agreed to and signed this agreement **within 72 hours (or sooner)** after completing depopulation of all barns at the infected premises.

When performing the depopulation and/or disposal work, all activities will adhere to the expectations of the **D&D Flat Rate Grower/Operator/Owner Accountability** section above.

I elect to use the following (both the Grower and the Operator/Owner must initial next to the selection and indicate payee. For options not being utilized, write "N/A" on the payee line):

___/___ Depopulation Compensation payee: _____

___/___ Disposal Compensation payee: _____

___/___ Combined Flat Rate payee: _____

D&D Flat Rate Signatures

GROWER:

Signature: _____ Date: _____

Title: _____

OPERATOR/OWNER:

Signature: _____ Date: _____

Title: _____

APHIS AREA VETERINARIAN-IN-CHARGE:

Signature: _____ Date: _____

D&D Flat Rate Declination

___ I decline the use of all parts of the D&D Flat Rate Pilot.

Signature: _____ Date: _____

Title: _____