

§ 56.4

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U.S. Avian Influenza Clean, U.S. H5/H7 Avian Influenza Clean, or U.S. H5/H7 Avian Influenza Monitored program of the Plan available to the flock in part 145 or 146 of this chapter; and

(ii) The poultry are from:

(A) A commercial table-egg laying premises with at least 75,000 birds; or

(B) A meat-type chicken slaughter plant that slaughters at least 200,000 meat-type chickens in an operating week; or

(C) A meat-type turkey slaughter plant that slaughters at least 2 million meat-type turkeys in a 12-month period; or

(D) A commercial waterfowl and commercial upland game bird slaughter plant that slaughters at least 50,000 birds annually; or

(E) A raised-for-release upland game bird premises, raised-for-release waterfowl premises, and commercial upland game bird or commercial waterfowl producing eggs for human consumption premises that raise at least 25,000 birds annually; or

(F) A breeder flock premises with at least 5,000 birds.

(2) The poultry are located in a State that does not participate in the diagnostic surveillance program for H5/H7 LPAI, as described in §146.14 of this chapter, or that does not have an initial State response and containment plan for H5/H7 LPAI that is approved by APHIS under §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 §146.14 of this chapter, and has an initial State response and containment plan for H5/H7 LPAI that is approved by APHIS under §56.10.

(c) *Other sources of payment.* If the recipient of indemnity and/or compensation for any of the activities listed in paragraphs (a)(1) through (3) of this section also receives payment for any of those activities from a State or from other sources, the indemnity and/or compensation provided under this part may be reduced by the total amount of payment received from the State or other sources to the extent that total payments do not exceed 100 percent of

total reimbursable indemnity and/or compensation amounts.

[71 FR 56323, Sept. 26, 2006, as amended at 75 FR 10657, Mar. 9, 2010; 76 FR 15792, Mar. 22, 2011; 76 FR 65935, Oct. 25, 2011; 85 FR 62562, Oct. 5, 2020]

§ 56.4 Determination of indemnity and/or compensation amounts.

(a) *Destruction and disposal of poultry.*

(1) Indemnity for the destruction of poultry and/or eggs infected with or exposed to H5/H7 LPAI will be based on the fair market value of the poultry and/or eggs, as determined by an appraisal. Poultry infected with or exposed to H5/H7 LPAI that are removed by APHIS or a Cooperating State Agency from a flock will be appraised by an APHIS official appraiser and a State official appraiser jointly, or, if APHIS and State authorities agree, by either an APHIS official appraiser or a State official appraiser alone. For laying hens, the appraised value should include the hen's projected future egg production. Appraisals of poultry must be reported on forms furnished by APHIS and signed by the appraisers and must be signed by the owners of the poultry to indicate agreement with the appraisal amount. Appraisals of poultry must be signed by the owners of the poultry prior to the destruction of the poultry, unless the owners, APHIS, and the Cooperating State Agency agree that the poultry may be destroyed immediately. Reports of appraisals must show the number of birds and the value per head.

(2) Compensation for disposal of poultry and/or eggs infected with or exposed to H5/H7 LPAI will be based on receipts or other documentation maintained by the claimant verifying expenditures for disposal activities authorized by this part. Any disposal of poultry infected with or exposed to H5/H7 LPAI for which compensation is requested must be performed under a compliance agreement between the claimant and APHIS. APHIS will review claims for compensation for disposal to ensure that all expenditures relate directly to activities described in §56.5 and in the initial State response and containment plan described in §56.10. If disposal is performed by the Cooperating State Agency, APHIS

will compensate the Cooperating State Agency for disposal under a cooperative agreement.

(3) The destruction and disposal of the poultry and/or eggs must be conducted in accordance with the initial State response and containment plan for H5/H7 LPAI, as described in § 56.10.

(b) *Cleaning and disinfection (virus elimination)*. (1) Compensation for cleaning and disinfection (virus elimination) of premises, conveyances, and materials that came into contact with poultry that are infected with or exposed to H5/H7 LPAI will be determined using the current APHIS flat-rate virus elimination (VE) calculator in effect at the time of the infection, except in instances when the claimant and APHIS jointly agree the VE calculator is not applicable to the premises type.

(2) For premises types for which a flat-rate VE calculator is not applicable, reimbursement will be based on receipts or other documentation maintained by the claimant verifying expenditures for cleaning and disinfection (virus elimination) activities authorized by this part. Any cleaning and disinfection (virus elimination) of premises, conveyances, and materials for which compensation is requested must be performed under a compliance agreement between the claimant, the Cooperating State Agency, and APHIS. APHIS will review claims for compensation for cleaning and disinfection (virus elimination) to ensure that all expenditures relate directly to activities described in § 56.5 and in the initial State response and containment plan described in § 56.10.

(i) In the case of materials, if the cost of cleaning and disinfection (virus elimination) would exceed the value of the materials or cleaning and disinfection (virus elimination) would be impracticable for any reason, compensation for the destruction of the materials will be based on the fair market value (depreciated value) of those materials, as determined by an appraisal. Materials will be appraised by an APHIS official appraiser. Compensation for disposal of the materials will be based on receipts or other documentation maintained by the claimant verifying expenditures for disposal activities authorized by this part. Ap-

praisals of materials must be reported on forms furnished by APHIS and must be signed by the appraisers and by the owners of the materials to indicate agreement with the appraisal amount. Appraisals of materials must be signed and received by APHIS prior to the disassembly or destruction of the materials, unless the owners, APHIS, and the Cooperating State Agency agree in writing that the materials may be disassembled and/or destroyed immediately. Any disposal of materials for which compensation is requested must be performed under a compliance agreement between the claimant, the Cooperating State Agency, and APHIS. APHIS will review claims for compensation for disposal to ensure that all expenditures relate directly to activities described in § 56.5 and in the initial State response and containment plan described in § 56.10.

(ii) [Reserved]

(c) *Requirements for compliance agreements*. The compliance agreement is a comprehensive document that describes the depopulation, disposal, and cleaning and disinfection plans for poultry that were infected with or exposed to H5/H7 LPAI, or a premises that contained such poultry. The compliance agreement must set out cost estimates that include labor, materials, supplies, equipment, personal protective equipment, and any additional information deemed necessary by APHIS. A compliance agreement is comparable to a statement of work and must indicate what tasks will be completed, who will be responsible for each task, and how much the work is expected to cost. A compliance agreement may also be referred to as a detailed financial plan. Once work associated with the compliance agreement is completed, receipts and documentation detailing the activities specified in the agreement should be forwarded to APHIS for review, approval, and final payment. This documentation should be submitted to APHIS no later than 30 days after the quarantine release of the affected or exposed premises.

(Approved by the Office of Management and Budget under control numbers 0579-0007 and 0579-0474)

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