

Attachment 5: Fee Basis Agreement with Statement of Work (SOW)
SECD Herd/Premises Management Plan, Version 3.0, July 7, 2014

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES

THIS AGREEMENT, Made and entered into this _____ day of _____, _____, by and between Veterinary Services, Animal and Plant Health Inspection Service, United States Department of Agriculture, and _____, Veterinarian, hereinafter called the Fee Veterinarian.

WITNESSETH:

A: The Fee Veterinarian agrees:

1. That upon request of the Assistant District Director (ADD) for the State of _____, to perform professional services in connection with Swine Enteric Coronavirus Disease for Veterinary Services, as authorized, in accordance with the attached Statement of Work furnished by Veterinary Services and at the rate set forth in the fee schedule furnished to the Fee Veterinarian.
2. To submit all work reports for services rendered not later than 30 days after the end of the semi-monthly period during which work was performed.
3. To personally perform the fee-basis services or utilize the services of a veterinary technician under the direct supervision of the Fee Veterinarian in accordance with current USDA, APHIS, VS policy.
4. To act in all instances in a reasonably prudent and professional manner.
5. That when performing services under the terms of this agreement, the Fee Veterinarian will be governed by the instructions that have been issued or will be issued by the cooperating State and Federal officials in charge of disease control work in the State and will be responsible to the State and/or Federal Regulatory Veterinarians when performing such services.

B: Veterinary Services agrees:

To pay the Fee Veterinarian, in accordance with the fee basis schedule established by the cooperating State and Federal officials and approved by Veterinary Services, a copy of which is hereby furnished.

C: It is mutually agreed:

1. That the Fee Veterinarian, in the performance of this agreement, shall act in an independent capacity and not as an official or employee or agent of Veterinary Services.
2. That the fee will partially cover expenses incurred by the Fee Veterinarian.
3. The Fee Veterinarian agrees to reimburse the producer/owner for the amount of offset received if the fee veterinarian received payment from the producer.
4. That this agreement will be in full force and effect until terminated by either party upon 10 days written notice.
5. That this agreement governs the performance of services when and if requested by Veterinary Services.
6. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

IN WITNESSETH WHEREOF, This agreement has been executed, by and on behalf of the parties hereto, on the day and year set forth herein.

FEE VETERINARIAN

**ASSISTANT DISTRICT DIRECTOR
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES**

Statement of Work for Fee Basis Veterinarians
Herd Management Plan Development Agreement
Novel Swine Enteric Coronavirus Diseases

Background:

During the past year, USDA has confirmed for the first time the presence of two SECDs in the United States – porcine epidemic diarrhea virus (PEDV) and porcine deltacoronavirus (PDCoV). Infections with these coronaviruses can cause significant morbidity and mortality, particularly in young piglets. Both diseases can be prevented or managed by strong biosecurity at farms through diligent cleaning and disinfection by transporters, renderers, processors, and other service providers, and by developing herd immunity to reduce clinical signs. Industry actions to date have focused primarily on biosecurity to prevent spread of the disease, but these efforts have not been effective in limiting the spread of the virus. Therefore, APHIS, States, and industry are working together to manage these infections with a plan that includes: 1) required disease reporting; and 2) development of herd management plans. APHIS will provide subsidized funding for development of herd management plans.

To address the threat posed by PEDV and similar viruses, affected herds will be required to have and follow a herd management plan. APHIS will collaborate with producers and veterinarians in establishing herd monitoring and management plans. The herd veterinarian is reimbursed for services under the terms of this agreement.

Work to be Performed:

Producers with positive PEDV or PDCoV diagnoses will develop herd plans with their veterinarians to address biosecurity and ongoing diagnostic monitoring. The herd veterinarian will develop management plans appropriate for the individual producers of affected herds. Herd management plans will specify actions the producer is taking to implement biosecurity steps designed to reduce further dissemination of PEDV or PDCoV and monitor herd status. The herd plan should draw from and be consistent with current recommendations from industry-led best management practices for biosecurity and disease control. The herd management plan, developed by a herd veterinarian, will address the following:

- Diagnostic testing to monitor the status of herd infection and assess efficacy of control strategies.
- Best biosecurity management practices suitable for the individual herd. These practices will be identified and described by herd veterinarians and may change as new information becomes available.
- Methods to maintain records on pig movements and make them accessible to animal health officials when needed.

A copy of the finalized Herd Management Plan will be provided to the Assistant District Director (ADD) overseeing the State of premises location. Completed herd plans should be submitted within 45 days after the positive report. The fee veterinarian will be required to submit samples containing the premises specific PIN number to diagnostic testing laboratories for analysis per the herd management plan.

Fee Schedule:

Fee Veterinarians will be reimbursed a flat rate of \$150 for the development of the herd management plan for the reported herd.

I, Fee Veterinarian _____, understand that if funding for herd plan development is not available or limited that I, the Fee Veterinarian, may only be partially reimbursed or not reimbursed at all for these activities and the USDA is not responsible for payment of these services.

Fee Veterinarian Signature: _____ **Date:** _____

Fee Veterinarian Name (Printed) _____

Company/Payee Name (if different from Fee Veterinarian name): _____

USDA APHIS VS Signature: _____ **Date:** _____

USDA APHIS VS Name (Printed) _____