

For: State and County Offices

Memorandum of Understanding (MOU) With APHIS

Approved by: Administrator



1 Overview

A Background

Under guidelines of the National Response Plan, Federal agencies are instructed to work together to support any prevalent emergency response and recovery. For USDA agencies, DR 1800-001 provides guidelines for a swift coordinated response to emergency events and identifies lead agencies for overseeing specific emergency responsibilities. APHIS is designated the lead agency for animal health emergencies.

The mobilization of substantial numbers of APHIS personnel to cope with animal emergencies has exerted considerable stress in the past on administrative capacities of APHIS Area, Regional, and Headquarters staffs and reduced the reaction time in dealing with animal emergencies. As a result, APHIS has solicited administrative assistance from FSA during a declared animal health emergency.

FSA and APHIS have entered into an MOU describing responsibilities for each agency during animal health emergencies. This MOU supports national and Departmental emergency operating plans and provides a clear understanding of cooperation and expectations of each agency during a declared emergency outbreak of foreign disease in animals or poultry.

B Purpose

This notice provides:

- a copy of the approved MOU between APHIS and FSA (see Exhibit 1)
- guidelines for State and County Offices in administering the MOU provisions
- National Office contact information for clarification on MOU responsibilities and functions.

Disposal Date	Distribution
December 1, 2007	State Offices; State Offices relay to County Offices

Notice AO-1399

2 MOU Provisions

A APHIS Responsibilities

Provisions contained in the MOU are **only** applicable when an animal health emergency has been declared. If assistance is requested in response to an animal health emergency, APHIS representatives will contact the appropriate SED and provide that SED with the following:

- National Animal Health Emergency Response Corps and APHIS personnel names that will or possibly be deployed to the affected areas
- mobilization information needed for preparation of travel documents for deploying individuals, including any applicable FSA personnel training to enter travel documents into the system
- mailing addresses for forwarding APHIS personnel documents and preferred method of forwarding documents
- detailed maps of specific areas affected.

B State Office Actions

In signing this MOU, FSA agrees to assist APHIS with administrative functions during times of an animal health emergency. SED's shall work with representatives from APHIS to ensure that the MOU provisions are followed while maintaining the productivity of their workplace.

If assistance is requested from APHIS, SED's shall (at a minimum) advise the affected County Offices that an animal health emergency has been declared in their area and collect and forward the signed APHIS employment packets to the appropriate APHIS office. Also under the provisions of the MOU, SED's have the following options:

- assist in preparing and entering AD-202's into NFC's Travel System for deployed APHIS employees **or** forwarding them to an APHIS office
- assist in preparing and entering AD-616's into NFC's Travel System for deployed APHIS employees **or** forwarding them to an APHIS office.

Note: The MOU provides procedures for detailing FSA staff to APHIS under a reimbursement agreement, if nature of emergencies requires this action. State Offices shall contact DAFO for approval **before** applying this provision.

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2 MOU Provisions (Continued)

C County Office Action

County Office responsibilities under this MOU do **not** become effective until official notification has been received from their State Office that an animal health emergency has been declared in their area. When an animal health emergency has been declared in their area and assistance has been requested from APHIS, County Office responsibilities include:

- collecting the standard APHIS employment packet and applicable travel documents from deployed individuals, providing signatory witness, and forwarding them to the State Office
- providing APHIS personnel FSA's current name and address information for producers located within specific areas of the county affected by the emergency, along with associated digital or hard copy maps of producers' farm boundary lines.

D MOU Contact Information

For questions on this notice or clarification of MOU responsibilities and functions, contact either of the following:

- David Tidwell, Emergency Preparedness Specialist, PECD by:
 - e-mail at david.tidwell@wdc.usda.gov
 - telephone at 202-720-4542
- Trina Brake, DAFO by:
 - e-mail at trina.brake@wdc.usda.gov
 - telephone at 202-720-0258.

MOU Between APHIS and FSA

The following is a copy of the MOU between APHIS and FSA.

<p>MEMORANDUM OF UNDERSTANDING Between ANIMAL AND PLANT HEALTH INSPECTION SERVICE VETERINARY SERVICES And FARM SERVICE AGENCY</p> <p>ARTICLE 1 - Purpose</p> <p>The purpose of this Memorandum of Understanding (MOU) is to provide a clear understanding of the level of cooperation, expectations, and responsibilities between the Farm Service Agency (FSA) and the Animal and Plant Health Inspection Service (APHIS), Veterinary Services, in carrying out the Department of Agriculture's (USDA) efforts to control and eradicate a foreign disease of livestock or poultry, and to respond to other animal health emergencies. Additionally, this document provides the groundwork for APHIS and FSA leaders at the State and local levels to plan and prepare accordingly.</p> <p>ARTICLE 2 - Background</p> <ol style="list-style-type: none"> 1. The mobilization of substantial numbers of personnel to cope with large scale animal health emergencies is likely to exert considerable stress on the administrative capacity of the APHIS Area Offices, APHIS Regional Offices, APHIS Headquarters, and the USDA/APHIS Business Site. FSA has the administrative resources to assist APHIS' capability to collect and submit employment documents, travel documents, time and attendances records, and assist with other applicable procedures. 2. How emergencies are declared: The Secretary of Agriculture has broad authorities and discretion, including declaration of an emergency, for responding to animal diseases and other animal health incidents which threaten any segment of agricultural production in the United States. <p>How emergencies are handled: All emergencies begin at the local level, but when a foreign animal disease outbreak occurs in the United States, Federal notification is mandatory due to the World Organisation for Animal Health reporting requirements and trade regulations. APHIS may assist affected States in dealing with the outbreak and supply resources as needed. APHIS employees from around the country and resources from the National Veterinary Stockpile may be deployed to ensure disease prevention, control, and eradication actions are being taken.</p> <ol style="list-style-type: none"> 3. FSA has State Offices in all 50 states of the United States and Puerto Rico, and a county office in every county or adjacent county in the country. Each State office is equipped with an OCIO staff, equipment, fax machines, printers, and other apparatus necessary to assist an APHIS Incident Command Post, Area Command, or Area/Regional Office with the onslaught of administrative activities that will accompany a major animal health emergency response. Furthermore, FSA, by virtue of its complex involvement with agriculture producers, maintains information which could be selectively provided to enhance response and recovery planning activities.
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MOU Between APHIS and FSA (Continued)

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4. In accordance with the mandate of the National Incident Management System, under the National Response Plan (NRP), government agencies will work together to support any relevant emergency response. Under ESF-11 (part of the NRP) guidelines, APHIS will be the lead coordinating agency in the event of most animal health emergencies. APHIS may solicit administrative assistance from FSA, including: providing employment documents and official witness to activate temporary veterinary resources. FSA may also support an emergency response by providing property owners and producers' name and address as well as specific county area maps from areas encompassed by the emergency.

ARTICLE 3 - Authority

Under the Farm Security and Rural Investment Act of 2002, PL 107-171, Subtitle E, Animal Health Protection, Section 10401-10418, the Secretary of Agriculture, in order to protect the agriculture, environment, economy, and health and welfare of the people of the United States by preventing, detecting, controlling, and eradicating diseases and pests of animals, is authorized to cooperate with foreign countries, States, and other jurisdictions, or other persons, to prevent and eliminate burdens on interstate commerce and foreign commerce, and to regulate effectively interstate commerce and foreign commerce.

ARTICLE 4 - APHIS Responsibilities

APHIS agrees to:

- a) Apprise their staff of this agreement and APHIS' requirements in fulfilling the provisions of this MOU.
- b) Designate to FSA, in writing, the name, including address; fax and phone number; and e-mail address of its authorized National representatives who shall be responsible for administering activities conducted under this MOU.
- c) Notify, at the earliest possible time, the FSA State Executive Director (SED) that an emergency outbreak has occurred in their State and will require FSA assistance in deploying and maintaining APHIS personnel in their State.
- d) Provide State FSA SED with National Animal Health Emergency Response Corps (NAHERC) and APHIS personnel names that will be or possibly be deployed to the affected areas, and any mobilization information needed for the preparation of travel documents for deploying individuals. There will be a designated contact and backup contact per FSA State Office for document preparation (including travel documents). Once identified, the FSA State Office Contact List will be provided to APHIS. APHIS will ensure that appropriate system access and any applicable training are provided for the FSA State Office contact.
- e) Provide State FSA SED with mailing addresses for APHIS Area Offices or Regional Management Teams to forward personnel documents. Also, APHIS will describe preferred method of forwarding personnel documents to APHIS locations (fax, FEDEX, etc).

MOU Between APHIS and FSA (Continued)

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- f) Provide county FSA office personnel with detailed maps of specific county areas affected by the emergency. (This will be used to assist county office staff in providing producer name, address, and maps.)
- g) Provide the position descriptions or resource typing for requested FSA personnel resources (if nature of the emergency requires this action).
- h) Provide accounting codes to reimburse FSA for any agreed-to costs, including, but not limited, to actual personnel costs; overtime; and travel in assisting APHIS to administer the effort to respond to a designated animal health emergency.

ARTICLE 5 - FSA Responsibilities

FSA agrees to:

- a) Apprise their staff of this agreement and FSA's requirements in fulfilling the provisions of this MOU.
- b) Designate to APHIS, in writing, the name, including address; fax and phone number; and e-mail address of its authorized National representatives who shall be responsible for administering activities conducted under this MOU.
- c) Identify State Office personnel to fill resource requests from APHIS to FSA for administrative assistance during designated animal health emergencies (if nature of the emergency requires this action).
- d) Assist in the mobilization of NAHERC reserve veterinary resources selected for deployment to an emergency response by having FSA State Office or county office employees:
 - 1. Assist NAHERC personnel selected for deployment in filling out the standard APHIS employment packet and providing signatory witness.

The APHIS employment packet consists of:

- Standard Form 61: Appointment Affidavits (Witnessed)
- DOJ form I - 9: Employee Eligibility Verification (Witnessed)
- Optional Form 306: Declaration of Federal Employment
- AD Form 349: Change of Address
- Standard Form 144: Statement of Prior Service
- W-4: Employee Withholding Allowance Certificate
- Standard Form 1199A: Direct Deposit Sign-up
- Standard Form 256: Self-identification of Handicap
- Standard Form 181: Race and National Origin Identification

MOU Between APHIS and FSA (Continued)

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2. Collect and forward the completed and signed APHIS employment packet to the appropriate APHIS Area Office or Regional Management Team as identified by APHIS.
 3. Assist in preparing and entering AD-202 Travel Authorization/Advance into the NFC Travel System, or forward them to the appropriate APHIS Area Office or Regional Management Team.
 4. Assist in preparing and entering AD-616 Travel Vouchers into the NFC Travel System, or forward them to the appropriate APHIS Area Office or Regional Management Team.
- e) Provide to APHIS employees, on an as needed basis, FSA's current information for names and addresses of producers located within specific areas of the county or counties affected by an animal health emergency response (if available). This list can be either hard copy or digital format based on the availability and needs determined at the time of the emergency.
 - f) Provide to APHIS employees, on an as needed basis, most current maps/digital imagery with farm boundary lines of specific areas affected by an animal health emergency. This map(s) can be hard copy, digital, or geospatial format based on the needs and compatibility of existing agencies' IT systems and contain the producer's name in the attribute data.

ARTICLE 6 - Statement of No Financial Obligations

Signature on the MOU does not constitute a financial obligation on the part of FSA and APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU.

ARTICLE 7 - Limitation of Commitment

It is understood and agreed that any monies allocated for the purpose of this MOU shall be expended in accordance with its terms and in a manner prescribed by the fiscal regulations and administrative policies of the party making the funds available. If fiscal resources are to transfer between the parties to this MOU, a separate agreement must be developed by the parties to obligate funds.

ARTICLE 8 - Congressional Restrictions

Under 41 U.S.C. 22, no member of or delegate to Congress shall be admitted to any share or part of the MOU or to any benefit to arise therefrom.

ARTICLE 9 - Amendments

This MOU may be amended at any time by mutual agreement of the parties in writing.

MOU Between APHIS and FSA (Continued)

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ARTICLE 10 - Effective Period and Termination

This MOU will be in effect upon the date of final signature and continues for five years or until November 2012. It may be terminated at any time by mutual agreement of the parties in writing, or by one of the parties with sixty (60) days' notice, in writing, to the other party.

James C. Lassiter
Administrator
Farm Service Agency

Cindy Smith
Administrator
Animal and Plant Health Inspection
Service

Date: 8/15/07

Date: 8/30/07