

JOHNE'S DISEASE COOPERATIVE AGREEMENT

Pennsylvania Johne's Disease Herd Certification is intended to be a tool to cattle owners to protect herds from Johne's Disease, to identify herds at low risk of having Johne's Disease, and to assist with eradication of Johne's Disease from herds that are already infected. Johne's Disease is an infectious bacterial disease caused by *Mycobacterium avium paratuberculosis*.

This is a cooperative effort between cattle herd owners, herd veterinarians, the Pennsylvania Department of Agriculture (the Department), and the United States Department of Agriculture, Veterinary Services. The Department shall certify cattle herds which are maintained under, and in compliance with, the terms and conditions of this agreement.

The parties of this cooperative agreement referred to above and hereinafter are the Department,

Name of herd owner(s) (please print)

And _____,
Name of herd veterinarian (please print)

There are two Pennsylvania Johne's Disease Herd Certification options as follows:

Management Level—This introductory level is designed for herd owners with an interest in implementing best management practices to prevent and control Johne's Disease. The Management Level involves completion of a risk assessment and herd plan every three years, but testing for Johne's Disease is not required.

Herd Testing and Classification: Levels 1 through 6—These levels are designed for herd owners whose cattle do not appear to have Johne's Disease. The Levels 1 – 6 involve completion of a risk assessment and herd management plan every three years, testing in accordance with established protocols referenced in the current User's Guide, and a first year herd inventory and annual deletions and additions to the herd. Herd owners are encouraged to work toward achieving Level 6 certification.

Please circle the appropriate level for the herd:

Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Management

I DO / I DO NOT (**please circle one**) authorize the Department to release my contact information and status level to the public.

It is the intention of the parties hereto that participation in this cooperative agreement shall be for their mutual benefit and the benefit of the cattle industry of the Commonwealth of Pennsylvania. Now, therefore, the parties mutually agree to the terms and conditions that follow:

A. The Department agrees to:

1. Provide laboratory testing at a reduced cost when performed for purposes of participation in Pennsylvania's Johne's Disease Herd Certification program.
2. Maintain records and documents necessary to administer the Johne's Disease Herd Certification program.
3. Make technical expertise available to herd veterinarians and herd owners regarding best management practices for the prevention, control, and eradication of Johne's Disease.
4. Evaluate on-farm implementation of best management practices with regard to the current User's Guide standards upon request by the herd owner or herd veterinarian or at the Department's discretion.
5. Certify participating herds that meet or exceed the current User's Guide standards for a particular level of certification.

B. The Herd Owner agrees to:

1. Perform a risk assessment and update the herd management plan every three years in cooperation with the herd veterinarian.
2. Implement a herd plan that meets or exceeds the current User's Guide standards for the level of certification.
3. Provide records, documents, animal identification, and diagnostic samples in accordance with User's Guide standards for the appropriate level of certification.

C. The Herd Veterinarian agrees to:

1. Perform a risk assessment every three years in cooperation with the herd owner.
2. Develop and update a risk assessment-based herd plan every three years in cooperation with the herd owner that meets or exceeds the current User's Guide standards for the level of certification.
3. Provide advice and oversight to the herd owner with regard to User's Guide standards and best management practices for the prevention, control, and eradication of Johne's Disease.
4. Collect and submit appropriate samples to an approved diagnostic laboratory in accordance with applicable User's Guide standards.
5. Maintain active communication with the herd owner and the Department regarding Johne's Disease Herd Certification.

D. It is further agreed and mutually understood that:

1. The herd veterinarian may negotiate fees with the herd owner for professional services required by this agreement.
2. No liability shall accrue to the Department or the herd veterinarian for damages, losses, or injuries incident to or arising by virtue of activities performed under this agreement.

3. Certification of the herd under this agreement does not constitute a warranty regarding the presence or absence of Johne's Disease.
4. This agreement shall become effective on the date of final signature and shall remain in effect so long as the terms of this agreement are satisfied except that this agreement may be terminated by the herd owner or the herd veterinarian upon 60 days written notice to all parties. The Department may terminate this agreement at any time, regardless of whether the terms of this agreement are satisfied, and may terminate Johne's Disease Herd Certification through publication of notice in the Pennsylvania Bulletin.

E. General Provisions:

1. The provisions of the agreement may be revised by mutual agreement of the Department and the other parties hereto.
2. The herd owner acknowledges that participation in Johne's Disease Herd Certification is voluntary.
3. The herd owner and the herd veterinarian agree to indemnify and hold the Commonwealth and the Department, their officers, agents, and employees harmless from and against any and all suit and judgments for damages for personal injury, death, or damage to real or tangible personal property arising out of or in connection with participation in this agreement.

This agreement is understood and hereby accepted by:

Herd Owner(s) Signature

Date

Herd Veterinarian Signature

Date

Director, Bureau of Animal Health and
Diagnostic Services Signature

Date

Please complete applicable contact information below:

Name, address, phone, fax, e-mail of owner(s) of cattle in the herd;

Name, address, phone, fax, e-mail of any non-owner contact person(s) for this herd:

Address(es) and name of premises where cattle are physically located

Check box

Milking

Dry Cows

Heifers

Number of cattle in the herd (all ages) _____

Number of cattle in the herd over 36 months of age _____

Name, address, phone, fax, e-mail of herd veterinarian:
