

**Checklist for APHIS-Approved Permanent Privately Owned Equine Quarantine Facilities**

**Quarantine Facility Physical Address** \_\_\_\_\_

**City** \_\_\_\_\_

**State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Mailing Address (if different)** \_\_\_\_\_

**Latitude/Longitude Facility Coordinates** \_\_\_\_\_

**Facility Owner/Operator** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Fax** \_\_\_\_\_ **Email** \_\_\_\_\_

**Inspecting Veterinarian (VS)** \_\_\_\_\_

**Inspection Date** \_\_\_\_\_

**Inspection Type:** **Initial** \_\_\_\_\_ **Re-inspection** \_\_\_\_\_

**Physical plant requirements for equine quarantine facilities**

*Facility Certification*

- The quarantine facility is not in violation of or in conflict with any responsibilities outlined in the memorandum of understanding.
- The quarantine facility shipment records comply with equine import regulations.

*Location*

- The quarantine facility is located at a site approved for use by VS Port Services.
- The quarantine facility site is not likely to result in transmitting communicable disease to domestic horses.
- Route of moving horses from the port of entry to the facility is not likely to result in transmitting communicable disease to domestic horses.
- The quarantine facility is located within 2 hours' drive of the approved port of entry.
- The quarantine facility is located at least 200 yards away from any other containment structure for U.S. horses.

*Comments* \_\_\_\_\_  
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## *Construction*

- The quarantine facility is maintained in good repair and is designed to prevent the escape of quarantined horses or the entry of animals outside the facility.
- The quarantine facility is surrounded by a lockable fence at least 8 feet high to prevent unauthorized people or animals from entering and quarantined horses from escaping. Fencing also prevents small animals from entering by crawling underneath.
- The quarantine area must be located inside a secure, self-contained building that can be locked. Access to horse holding areas (such as stalls and pens) must be sealable when animals are present and tamperproof from within the building.
- All loading docks are constructed for the safe offloading of horses.
- The quarantine facility has individual isolation stalls available to house any horse exhibiting signs of disease separate from horses not exhibiting signs of disease.
- The quarantine facility windows or other openings are double-screened with a mesh size sufficient to prevent insects and other vectors of livestock diseases from entering or leaving the facility. The interior and exterior screens are separated by a width of at least 3 inches.
- The quarantine facility flooring is skid-resistant and provides adequate drainage. All floors and walls that have contact with horses and their excrement or discharges are impervious to moisture and able to withstand repeated cleaning and disinfecting without deteriorating.
- The quarantine facility floor and wall surfaces are free of sharp edges that could injure horses.
- Surfaces that will not come in contact with horses or their excrement or discharges can withstand cleaning and disinfecting between shipments.
- Aisles for moving horses are wide enough to prevent horses in facing stalls from physically contacting horses in access aisles and allow safe movement, including adequate space for horses to turn around.
- Each entryway into the quarantine is equipped with solid, self-closing doors.
- Indoor heating and ventilation systems control the ambient temperature, humidity, and odors at safe levels for horses and humans.
  - Air supplied to the quarantine area is not recirculated or reused for other ventilation needs.
  - Air handling systems for lot holding areas are separate from air handling systems for other areas of the facility.
  - In quarantine facilities that include more than one horse holding area, the air handling system(s) ensure no cross-contamination of air between separate lots.
- The quarantine facility has adequate lighting throughout the facility to visually inspect each horse.
- The quarantine facility has areas to safely restrain and inspect quarantined horses. This must include areas with stocks for proper inspection and sample collection.
- The quarantine facility is constructed to prevent horses from having physical contact with animals outside the facility and other lots of horses within the quarantine facility and their discharges.
- The quarantine facility has a fire alarm and voice communication system in both the quarantine and non-quarantine areas such as break rooms and offices.

- The quarantine facility has a dedicated necropsy area (either onsite or offsite) with an autoclave, freezer, hot and cold running water, drainage, and adequate storage for equipment.
- Showers are located at the entrance of each quarantine area and necropsy area providing necessary privacy and adequate space.
- The quarantine facility has permanent restrooms in both the quarantine and non-quarantine areas.
- The quarantine facility has a laundry.
- The quarantine facility has a verminproof feed storage area as well as adequate storage areas for needed quarantine equipment, including an area to safely store a stock of disinfectant.
- The quarantine facility contains work areas for repairing equipment and for cleaning and disinfecting equipment.
- The quarantine facility has verminproof storage for any waste retained until horses are released from quarantine.
- The quarantine facility has separate storage space for each lot holding area.
- The quarantine facility provides adequate, lockable office space for use by Veterinary Services (VS) personnel. This must include a refrigerator and freezer to store samples.

*Comments* \_\_\_\_\_

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### *Sanitation*

- The quarantine facility has a system in place that ensures the quarantine area will be cleaned and disinfected after each use and before a new lot of horses enters the facility.
- The quarantine facility has a system in place that requires VS and authorized personnel to shower when they leave the quarantine area or necropsy area.
- The quarantine facility has a system in place that requires visitors to shower before entering a quarantine or necropsy area and after leaving the quarantine or necropsy area.
- The quarantine facility provides a supply of clean protective clothing and footwear for use in quarantine.
- The quarantine facility has the necessary equipment to keep the facility clean and sanitary, including insect and pest control.
- The quarantine facility has a stock of approved disinfectant on site to disinfect the facility on a regular basis.
- The quarantine facility has an adequate supply of potable water for all watering and cleaning needs. The facility maintains an emergency supply of water.
- The quarantine facility can dispose of waste including manure, urine, and bedding by incineration or public sewer, if permitted. Waste is handled as regulated garbage while horses are in quarantine.
- The quarantine facility has an incinerator on site in a separate building or uses and identifies an offsite incinerator.
- The quarantine facility can control surface drainage and effluent into, within, and from the facility to prevent the spread of disease. If more than one lot is present in the quarantine

facility, each holding area must have a separate drainage system to prevent cross-contamination of lots.

- Facility treatment for vermin control is completed regularly. Record logs were reviewed at inspection.
- The loading dock is cleaned and disinfected after each use in accordance with the terms of the signed agreement.

*Comments* \_\_\_\_\_  
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### *Security*

- The quarantine facility and security fence are kept locked and secure when VS or quarantine facility personnel are not present. VS preapproves all fencing.
- The quarantine facility has easily visible signs posted along each edge of the perimeter fencing indicating that a quarantine is in progress and no unauthorized visitors are allowed.
- The quarantine facility is always guarded by a bonded security company or has a silent electronic security system installed, functional, and coordinated with local police or bonded security monitoring personnel.
- The facility owner/operator provides VS with a valid phone number where he/she can always be reached.

*Comments* \_\_\_\_\_  
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### *Handling of Equines in Quarantine Facilities*

- The facility has written standard operating procedures for the importation and testing of horses.
- The facility owner or operator has written contingency plans for horses becoming ill or dying during quarantine. VS must review and approve the plans before quarantine facility approval.
- The quarantine facility has a system in place that ensures anyone granted access to the quarantine area:
  - Wears clean protective clothing and footwear when entering the quarantine facility.
  - Wears disposable gloves when handling sick animals.
  - Changes protective clothing, footwear, and gloves between different lots of horses, before and after handling sick horses, horses in isolation pens, and horses

which did not have negative test results for equine infectious anemia, equine piroplasmosis, dourine, or glanders.

- The quarantine facility has a system in place for handling quarantined horses that may require specialized medical attention or relocation to a hospital.
- Footwear is disinfected after exiting each quarantine area.
- Emergency supplies of food and water are available for any consignment.
- All feed and bedding used for horses in the quarantine facility is stored inside the facility and originates from cattle fever tick-free regions. Purchase records are made available upon request.

*Comments* \_\_\_\_\_  
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#### *Recordkeeping for Equine Quarantine Facilities*

- The quarantine facility maintains signed affidavits stating approved personnel will not have contact with any horses outside the quarantine facility during the quarantine period until the horses under quarantine are released for entry into the United States. Records are made available upon VS request.
- The facility maintains daily records for authorized personnel that enter and exit the facility. Records are reviewed during inspection.
- The quarantine facility maintains all records for at least 2 years after the release date of horses. Records are made available to VS upon request.

*Comments* \_\_\_\_\_  
\_\_\_\_\_

**Inspector's Remarks:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes    No    Based on this inspection, the quarantine facility meets the requirements to be approved as an equine quarantine facility.

Signature: \_\_\_\_\_  
VS Inspector

Signature: \_\_\_\_\_  
Veterinarian in Charge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructions (delete upon drafting):** Verbiage in red/highlighted font should be completed in drafting. Verbiage highlighted in blue is the default option but can be changed if needed.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
**Insert Official Facility Name/Official Facility Owner** (COOPERATOR)  
AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
VETERINARY SERVICES (VS)

**ARTICLE 1 – PURPOSE**

Through this MOU, APHIS-VS approves the **Official Facility Name, Full Facility Address** as a permanent, privately owned equine import quarantine facility, provided the Cooperator continues to meet all responsibilities and other criteria listed in Articles 4, 6, and 7 below. The Cooperator also acknowledges that APHIS-VS can, on an as-needed basis, conduct any site inspections, perform laboratory procedures, complete animal examinations, and/or otherwise supervise the isolation, quarantine, and care and handling of equidae to ensure the Cooperator meets the Department's quarantine requirements before release into the United States and to ensure compliance with this Memorandum of Understanding (MOU).

It is the intention of the two parties that such cooperation is for their mutual benefit and the benefit of the people of the United States.

**ARTICLE 2 – BACKGROUND**

The Cooperator has submitted a written application seeking APHIS-VS' approval of a privately owned equine import quarantine facility at the **Official Facility Name, Full Facility Address**. VS personnel responsible for APHIS-VS operations in the area have reviewed the application and determined that, in their opinion, sufficient APHIS-VS resources are available to provide oversight of the proposed facility. APHIS-VS has also conducted a facility review and inspection to determine that the facility sufficiently meets the requirements of title 9, *Code of Federal Regulations* (9 CFR) 93.308-93.313, VS Guidance 13402.1, including the associated checklist, and VS Guidance 13412.2.

**ARTICLE 3 – AUTHORITIES**

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.

APHIS-VS is authorized pursuant to the Animal Health Protection Act, 7 U.S.C. 8301 et seq., to regulate the general introduction, importation, and/or entry of livestock, avians, and various other species of animals into the United States, to prevent the introduction of animal, poultry, and livestock diseases into the United States.

#### **ARTICLE 4 – COOPERATOR RESPONSIBILITIES**

The Cooperator agrees to/that:

1. Designate **Mr./Ms./Dr. – Insert full name(s)** as the authorized representative(s) responsible for collaboratively administering the activities outlined within this MOU.
2. Operate the quarantine facility in accordance with all Federal laws and regulations, including, but not limited to, 9 CFR 93.308 through 93.313 and VS Guidance Documents 13402.1, 13407.2, and 13412.2.
3. Self-certify that he or she or a person responsibly connected to the business of the quarantine facility is not in conflict with regulations or terms listed in this MOU which state neither party may act as a paid agent for the importation or subsequent sale of equine animals.
4. Cooperator agrees to/that it will not provide services to only one broker or a select few of brokers, and refuse service to others, without providing a valid written justification to APHIS-VS explaining whether the cooperator or a person responsibly connected with the business of the quarantine facility acts as a paid agent (broker) for the importation or subsequent sale of horses. See 9 CFR 93.308(c)(1)(iv)(C)(3). If APHIS-VS has reason to believe the Cooperator is not booking horses in an impartial manner, APHIS-VS may investigate pursuant to its authority under the Animal Health Protection Act to determine whether the facility has a conflict of interest as described in 9 CFR 93.308(c)(1)(iv)(C)(3).
5. Provide a local telephone number that APHIS-VS can use for contact at any time.
6. Maintain and provide APHIS-VS with an updated list detailing authorized personnel, employed by the Cooperator, who will be used to handle and care for equines in the quarantine facility. The list will chronicle the legal names and current residential addresses of the authorized personnel. The list will be updated for any changes in, or additions to, the authorized personnel, in advance of such personnel working in the quarantine facility. All personnel with access must sign an ancillary agreement stipulating they will follow the terms of the MOU, and any related instructions from APHIS-VS representatives pertaining to quarantine operations.
7. Adequately train all authorized personnel to ensure proper knowledge of all APHIS-VS quarantine requirements and working with and handling equines.
8. Ensure that only the facility owner, or designated operator, grants facility access to APHIS-VS representatives and others specifically authorized to work at the facility for the purposes of inspecting equines in quarantine, completing operational tasks at the quarantine facility, and verification of compliance with the standards for quarantine facilities and handling procedures for importation of equines contained in 9 CFR 93.308 through 93.313.
9. Visitors may be permitted access under the direct supervision and oversight of APHIS-VS, to be arranged in advance with the designated APHIS-VS representative(s).
10. Ensure all visitors and authorized personnel adhere to APHIS policy and biosecurity standards and procedures in effect at the facility when entering and leaving the facility.



11. Anyone granted access to the quarantine area must follow all procedures as outlined in VS Guidance 13412.2: Entry Procedures for Persons Accessing Permanent Animal Import Quarantine Facilities Overseen by Veterinary Services.
12. Display easily visible signs at all entrances designating the quarantine area, which clearly identify the prohibited entry of visitors or other unauthorized personnel. All approved personnel, except veterinary practitioners providing emergency care, must sign an affidavit before entering the quarantine area stating they will not have contact with any equines outside of the quarantine facility during the quarantine period until the equines under quarantine are released for entry into the United States, or if from a country with FMD, no contact with any livestock for five (5) days. Any employee entering quarantine who cannot sign such an affidavit (or has outside contact with any other species in quarantine) must shower into and out of the quarantine. These employees must also sign an agreement stating that they will immediately inform their supervisor if any of the animals with which they have contact with are, or appear to be, affected by a potential contagious condition. Permanent employees must sign a new affidavit annually. The affidavits must be kept at the facility for APHIS-VS' review upon request. Visitors must be catalogued in a logbook, which must be kept at the facility for APHIS-VS' review upon request.
13. Immediately report any suspected illness or death of a quarantined equine to APHIS-VS, to schedule a time for APHIS-VS and the accredited veterinarian to assess an ill equine, and to notify APHIS-VS as soon as possible of any other emergency. If anti-pyretics, such as phenylbutazone (Bute) or flunixin meglumine (Banamine), have been administered, a twenty-four (24-)hour washout period must elapse from the time the last dose is given before the first of the three (3) required normal temperatures (taken at least six (6) hours apart in a twenty-four (24-) hour window), mandatory for release, can be established. This twenty-four (24-)hour washout from anti-pyretic medication applies to equines receiving anti-pyretic drugs for pain or injury. If an equine with a medical condition that requires continued treatment is imported, then release from quarantine will be delayed accordingly. If no fever-reducing drugs are used, but the quarantined animal has a fever, then the first of three (3) normal temperatures taken at least six (6) hours apart within the twenty-four (24-)hour window resets to the subsequent APHIS-VS verified normal temperature of 101.5 or below (102.1 or below for unweaned foals).
14. Provide established emergency response plans in the event of a natural disaster, disease outbreak, or other emergency which necessitates closure of the quarantine. Emergency plans must be accessible to all personnel in both the quarantine and non-quarantine areas.
15. Record in a daily log all personnel moving to and from the facility. The log must be readily available to APHIS-VS personnel upon request.
16. Keep all records related to the quarantine for at least three (3) years after the release of the animals and make these records readily available to APHIS-VS upon request.
17. Suspend (and/or discharge, as applicable) any authorized personnel determined by APHIS-VS under Article 5, Section 12 to merit suspension or discharge.
18. Directly apply for or remind the importer of record for the equine to apply for an import permit, no less than **7-10 business days** before the proposed date of entry of the equine into the quarantine facility to ensure the permit is issued before the planned shipment date. Applications must be submitted electronically via ePermit at <https://epermits.aphis.usda.gov/epermits> or via email to APHIS, Veterinary Services **Port Office Name and Email Address**. APHIS-VS is not responsible for ensuring duplicate permits are not filed by the Cooperator and importer of record, resulting in the forfeiture of the permitting user fees.



19. Submit a request for service no less than three (3) business days before the proposed date of entry of equines into the facility, to APHIS, Veterinary Services, **Full AIC / Port Office Address**. Requests may also be submitted via email or phone with the respective office. Before approval can be granted, APHIS-VS personnel must inspect the facility to determine whether it complies with the standards set forth in this MOU. Approval of any quarantine facility may be withdrawn at any time by APHIS-VS, upon determination that any requirements of this MOU are not being met. All services that are not properly requested on time are subject to compliance assistance fees for processing. In the event of inadequate notice, services cannot be guaranteed.
20. Once an import permit has been issued, and services have been confirmed with the **Location** VS office, the Cooperator is held responsible to provide the service.
21. In the event that an equine must be treated medically or surgically, the importer of record or Cooperator must have an approved referral hospital which meets physical requirements of quarantine as outlined above, or a plan in place for intensive medical hospitalization and treatment with the quarantine facility.
22. Establish a user fee credit account with APHIS-VS for the **Official Facility Name** Quarantine Facility. User fees for any services rendered by APHIS-VS will be calculated at the user fee rate listed in 9 CFR Part 130. The Cooperator is liable for payment of these fees in accordance with 9 CFR 130.50 and 130.51 (user fee credit account, money order, or credit card). Upon receipt of the monthly statement from APHIS-VS the Cooperator will send payment to defray all costs incurred by APHIS-VS in providing services.

## **FACILITY REQUIREMENTS**

23. Maintain the facility in good repair and provide personnel to maintain the facility and to provide for the proper care and feeding of the equines. Access to equine holding areas (such as stalls, pens, etc.) must be from within the building only.
24. Maintain a security **perimeter** that can be locked and encompasses the entire quarantine facility. The perimeter fencing must be a minimum of eight (8) feet high, of sufficient design, and approved by APHIS-VS to prevent the entry of unauthorized people and animals from outside the facility, and to prevent equines under quarantine restrictions from exiting the facility.
25. The facility and security **perimeter** are always kept locked and secure. If the security perimeter is breached or otherwise found to be inadequate, the Cooperator must provide corrective actions, and/or install/re-install a security perimeter meeting APHIS-approved safety standards.
26. Ensure the facility either is always guarded by a bonded security company or has an Underwriters Laboratories-approved silent electronic security system that contacts a remote monitoring site staffed by local police or bonded security monitoring personnel. If an electronic security system is used, the operator must provide written instructions to the bonded monitoring agency stating that if the alarm is triggered, the local police and the designated APHIS-VS representative(s) must both be immediately notified.
27. Immediately report any breaks or suspected breaks in security, including the entry of unauthorized people or animals and unauthorized movement or escape, to the designated APHIS-VS representative.
28. Provide adequate storage within the facility for supplies and equipment needed for the quarantine, with separate secure storage for pesticides, medical, and/or other biological supplies. Medical or other biological supplies must only be used by an accredited

- veterinarian. If held on site, all medication must be kept in a separate, lockable area only accessible to the accredited veterinarian and APHIS-VS. A log identifying the type and amount of medical or biological supply being kept must be maintained and readily available for review upon APHIS-VS request. Controlled substances must not be kept at the facility.
29. Provide adequate lighting throughout the facility, facilitating the visual inspection of equines.
  30. Provide a fire alarm and voice communication system in both quarantine and non-quarantine areas, such as break rooms, offices, etc. Such communication system shall not interfere with the maintenance of the biological security of the quarantine area. The facility shall also be equipped with smoke detectors and fire extinguishers in sufficient numbers to meet local ordinances.
  31. Provide permanent restrooms in both the non-quarantine and quarantine areas.
  32. Provide and use individual isolation stalls for equines exhibiting signs of illness. Isolation stalls shall be separate allowing no contact with horses in the same shipment or other lots present.
  33. Provide sufficient feed and bedding for the equines, maintain adequate feed and watering equipment for all animals, and store feed and bedding in a separate area to prevent contamination. Feed and bedding must be vermin-free, fresh, and unspoiled. Feed and bedding must not originate from a region affected with fever ticks, as identified in 9 CFR part 72, or otherwise as further amended by APHIS.
  34. All feed accepted for use in quarantine is received in untampered, sealed packaging. All hay used is inspected by the Cooperator or authorized representative prior to use. Purchase records must be readily available upon APHIS-VS request.
  35. Provide stalls of sufficient size to allow each animal to make normal postural and social adjustments and provide adequate freedom of movement.
  36. Maintain aisles for moving equines wide enough to prevent equines in adjoining stalls from physically contacting equines in access aisles and allow safe movement, including adequate space for equines to turn around.
  37. Provide indoor cooling, heating, and ventilation that controls the ambient temperature, humidity, and odors to prevent discomfort of the animals at all times. Air supplied to the quarantine area must not be recirculated or re-used for other ventilation needs. Air handling systems for lot holding areas must be separate from air handling systems for other areas of the facility. If the facility includes more than one equine holding area, the design must minimize cross-contamination of air between separate lots.

## **CLEANING**

38. Ensure all vehicles are cleaned and disinfected with an approved disinfectant in accordance with USDA requirements before entering or leaving the area within the security perimeter, or any quarantine area.
39. Use equipment and supplies to adequately maintain the facility in a clean and sanitary condition, including the control of pests. There must be a stock of disinfectant authorized in 9 CFR 71.10 (or otherwise authorized by VS) sufficient to disinfect the entire facility and remove equine infectious and contagious disease pathogens.
40. Ensure the facility has a supply of potable water for all watering and cleaning needs; an emergency supply of potable water must be maintained.
41. Any area that has held quarantined equines must be cleaned and disinfected after each use and before a new lot may enter the area in accordance with USDA requirements.

42. Keep all loading/unloading docks, ramps, and walkways/entrances clean and free of debris and hazardous conditions. The Cooperator must clean and disinfect any multi-use loading dock, ramp, room, hallway or alleyway (i.e., a loading dock or hallway used to receive and release equine shipments; or a hallway/alleyway used to exercise animals from different consignments) immediately after use to ensure cleanliness for the incoming animal shipment or initial purpose.
43. A cleaning and disinfection log must be maintained for these common areas, available for APHIS-VS review readily upon request.
44. Provide APHIS-VS personnel adequate examination space, including stocks, along with a sufficient quantity of adequately trained facility personnel, with appropriate equipment or tools, to safely restrain equines during the collection of test samples, temperature checks, and physical inspection process.
45. The Cooperator must provide a lockable office/laboratory space with sample collection supplies, centrifuge, refrigerator, and freezer, to be used for recordkeeping, document preparation, sample preparation, packaging, and potential supply storage.
46. Dedicate equipment to the quarantine facility, or to a specific area within the facility, which will be used with a single lot. All equipment in the facility, or its specific areas, must be cleaned and disinfected with approved disinfectants at the end of the quarantine period before use with a new lot.
47. Provide at least one walk-through unisex shower, for use by one individual at a time, or two separate walk-through showers (one for men and one for women), with an anteroom on either side for clothes storage and changing. The shower and changing area must be located at the entrance of the facility prior to entering the quarantine and/or necropsy areas.
48. The quarantine facility must have a functional laundry, located within the quarantine area.
49. Clean towels and clothing must be staged on the clean side with a receptacle to collect clothing worn in the quarantine area on the dirty side. The operator is responsible for properly cleaning and/or disposal of soiled and contaminated laundry used in the facility, and for making sure the showers are stocked with soap, maintained in a hygienic state, and used by anyone entering or exiting the respective quarantine or necropsy area when animals, animal carcasses, or animal excretions/secretions are present, and/or until APHIS-VS provides a derogation.
50. Provide clean footbaths with disinfectant at all entries/exits to quarantine, and the respective lot containment areas.
51. Ensure the facility contains and uses designated work areas for repairing equipment and the cleaning and disinfecting of equipment.
52. Maintain double screens, mesh, or filters on windows, and on other permanent openings that expose the interior of the quarantine facility to the surrounding environment. The mesh, screens, or filters must be easily removed for cleaning, and must be of a sufficient size to prevent pests, insects, and other vectors of livestock diseases from entering or leaving the facility. The interior and exterior screens, mesh, or filters must be separated by a width of at least three (3) inches.
53. Ensure all floors and walls that have contact with equines and their excrement or discharges are impervious to moisture and able to withstand repeated cleaning and disinfecting without deteriorating. Floor and wall surfaces must be free of sharp edges that could injure equines. Flooring must be skid resistant and provide adequate drainage.
54. If more than one lot is present in the quarantine facility, each holding area must have a separate drainage system to prevent cross-contamination of lots.

55. Ensure each lot of equines (i.e., animals arriving as a single shipment) is held separately in the facility on an "all-in, all- out" basis (i.e., separate lots of equines can be received and housed without contact with any other lots being quarantined at the facility). Once a bay is designated for a single lot, or for individual lots within single stalls, the status of the bay cannot be changed until all quarantined animals within have been released by APHIS-VS. This also involves handling shipments based on a triage system and based on assumed risk (i.e., lots are handled based on length of time in quarantine and health status of all horses in each lot).
56. To keep lots of animals separate, physical barriers that prevent contact with other lots of equines and their discharges are required. Each lot must have its own separate storage areas for supplies and equipment for sanitation and pest control. Employees handling imported equines may not also handle equines for export on the same day, unless they shower and change clothing between activities, and the process is chronicled on a log that is available for APHIS-VS review.

### **NECROPSY AND DISPOSAL**

57. Provide a dedicated necropsy area (either onsite or offsite) with an autoclave, freezer, hot and cold running water, drainage, and adequate storage for equipment.
58. For offsite necropsy arrangements, the Cooperator is responsible for the costs, monitoring, and logistical arrangements associated with the biosecure movement of the carcass after obtaining permission from the designated APHIS-VS representative(s).
59. The Cooperator is also responsible for the costs and logistical arrangements associated with APHIS-VS oversight of the necropsy and eventual disposal at the destination facility. In the event of an offsite necropsy, the Cooperator will use **Facility Name** in **City, State**. The necropsy will be performed under **BSL-2 or 3 containment**. Following the necropsy, the carcass will be disposed of **method of disposal on site or at location**.
60. Ensure the facility appropriately disposes of waste (including manure, discharges, and bedding) in leakproof bags and containers. Wastewater or other liquid wastes must drain to a municipal or septic waste treatment system and cannot be discharged untreated to the exterior of the quarantine facility. All waste from the quarantine must be disposed of in a manner to prevent release of pathogens to the environment. The disposition of such material shall only be under the direction and supervision of APHIS-VS. Waste must be handled as regulated garbage while equines are in quarantine.
61. Regulated garbage must be disposed of by incineration, by discharge into the public sewer, or other method authorized by APHIS-VS (in accordance with applicable Federal, State, or local waste disposal requirements) to prevent the spread of disease during a quarantine period. Alternatively, waste may be held onsite until all equines in the respective lot have completed and been released from quarantine restrictions, and then be disposed of as domestic waste. The facility must handle waste materials adequately to minimize spoilage and attracting pests. If the facility includes an incinerator, the incinerator must be located in a separate building. If the onsite incinerators are not functional, the Cooperator will use his or her contract with **Company Name** for any incineration activities.
62. In the event the incinerator is on a local site away from the quarantine facility, an APHIS-VS representative must be present to provide direct oversight for all transfer of materials to the incinerator, at the cost of the Cooperator. Such transfers must be made in a biosecure manner to prevent release of pathogens to the environment during transport, in accordance

with all applicable local, State, and Federal regulations.

63. Provide the facility's plan to dispose of any carcasses of animals that die during quarantine, to prevent disease spread, in accordance with USDA requirements.

## ARTICLE 5 – APHIS-VS RESPONSIBILITIES

APHIS-VS agrees to:

1. Designate **Mr./Ms./Dr.--Insert full name** as its Authorized Departmental Officer's Designated Representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
2. Provide the Cooperator with pertinent revised or newly issued and applicable written guidance to clarify regulatory ambiguity, when possible.
3. Furnish the services of technical and/or professional personnel needed to conduct inspections, perform laboratory procedures, complete examinations, and supervise the isolation, quarantine, treatment, and care and handling of equines being imported, to ensure that they meet the Department's quarantine requirements before release into the United States.
4. Issue import permits in **7-10** business days following receipt of the permit application, depending on the availability of personnel to provide the services needed to meet all requirements for quarantine.
5. Inform the Cooperator of whatever tests and procedures may be deemed necessary to ensure the quarantined equines are free of communicable livestock diseases.
6. Physically monitor all import quarantine operations. This includes, but is not limited to, inspecting arriving equines, identifying the equine and its accompanying import certification, collecting/overseeing and reporting on required serological testing, examining equines for external parasites, and performing necessary monitoring.
7. Provide direct oversight of any incineration and/or necropsies performed at sites away from the quarantine facility, subject to applicable user fees.
8. Re-inspect the facility after each shipment, before arrival of the subsequent shipment, to verify the operator has cleaned and disinfected the affected area(s) adequately, in compliance with quarantine guidelines. Direct APHIS-VS supervision of each cleaning and disinfection is not required once the operator has demonstrated how the procedures will be carried out, and APHIS-VS has established a record of compliance verifying strict adherence to those procedures.
9. Place seals on entrances or exits as a safeguard, in the event of any security or biosecurity breaches of which APHIS-VS becomes aware, and the corrective action or preventive measures provided by the facility are deemed unacceptable by APHIS-VS. [Note: If for any reason, intentional or otherwise, anyone other than an APHIS-VS representative breaks the seals, the Cooperator must notify APHIS-VS immediately. An APHIS-VS representative must then immediately account for all equines in the facility.]
10. Inform the Cooperator when a diagnosis of disease of concern has been made in the facility. If a communicable disease is diagnosed in the quarantined equines, APHIS-VS may require that a bonded security company provide coverage to ensure the security of the facility.
11. Review logbooks and standard operating procedures as needed, in addition to providing direct observation and spot-checking procedures to verify compliance with the provisions of this MOU.

12. Notify, in writing, the Cooperator of any authorized personnel whom APHIS-VS believes should be suspended or discharged from work at the quarantine facility, and the basis for such action. Similar notice shall be afforded to the employee. Such determination by APHIS-VS shall be based on an employee's committing, or aiding and abetting in the commission of, any violation of 9 CFR part 93. Subsequent to any notice of suspension, the designated employee shall have the right to request an immediate review of such action by APHIS-VS, provided such request is made within thirty (30) days of the receipt of the aforementioned written notice. The employee's option includes presenting his or her views to APHIS-VS in an informal or formal conference. If APHIS-VS makes a final determination that grounds exist to suspend or discharge the employee, APHIS-VS shall notify the Cooperator and the suspended employee of that determination in writing. The Cooperator further agrees to suspend any designated employee from working at a quarantine facility when APHIS-VS has reason to believe that such employee has violated any provision of 9 CFR part 93, and the Administrator has determined that the actions of such employee constitute a severe threat to introduce or disseminate a communicable disease of poultry or other livestock into the United States.
13. Provide the Cooperator with a consolidated monthly billing statement that will summarize all APHIS Form 81 Statement of Services charges incurred by the Cooperator. The monthly statement will also include all collections received during the month.

#### **ARTICLE 6 – MUTUAL RESPONSIBILITIES**

It is mutually understood and agreed:

1. Each shipment must be placed in the facility on an "all-in all-out" basis. As the Cooperator has identified an interest in quarantining equines as a single lot within a single bay/barn, and an individual lot within a single stall inside of a single bay/barn, he or she must reliably demonstrate adequate biosecurity practices maintaining distinct separation between the different lots, housed in the respective arrangements (i.e., between each single stall within the bay/barn, and/or between the various bays/barns).
2. The Cooperator must implement a process to delineate how the equines within a bay/barn are currently being quarantined, clearly visible to all individuals before they enter the bay/barn. Once a bay/barn is designated for a single lot, or for individual lots within single stalls, the status of the bay/barn cannot be changed until all quarantined animals within have been released by APHIS-VS. Equines of different diseases statuses (e.g., those eligible for three (3-) day versus seven (7-)day quarantines) cannot be housed in a single bay/barn. If the Cooperator is unable to demonstrate or maintain adequate biosecurity practices, the pilot of quarantining equines as an individual lot within a single stall, inside a single bay, will be revoked.
3. All quarantined equines will be subjected to tests as deemed necessary by APHIS-VS. This is to determine their freedom from disease and general health status prior to the release of the equines, including but not limited to dourine, glanders, equine piroplasmiasis, and equine infectious anemia. The only approved laboratory for import testing is the National Veterinary Services Laboratories (NVSL) in Ames, IA. The costs for such testing will be at the expense of the Cooperator or importer of record. If the importer is responsible for the expense, and he or she does not have an established user fee account, the Cooperator must notify the importer and obtain payment information for APHIS-VS. If this is not done, APHIS-VS will inform NVSL to reconcile charges to the Cooperator's user fee account. User fees associated with

- the collection of diagnostic specimens are the responsibility of the quarantine facility. Delays in testing, logistical issues, and non-negative results will impact the release eligibility of a lot, and thus may affect the facility's ability to accommodate subsequent lots. No additional testing will be permitted for animals under quarantine restrictions until non-negative results are obtained, barring emergency situations. After non-negative results are obtained, additional testing on equines that have not cleared other import requirements may be permitted on a case-by-case basis, after obtaining approval from the designated APHIS-VS representative(s).
4. APHIS-VS may extend a quarantine period as needed to determine the health status of the animals involved before their release.
  5. Equines will be transported from the port of entry to the quarantine facility under seal, or under the direct oversight of APHIS-VS, in leakproof containers or vehicles (vans) that are then cleaned and disinfected with an approved disinfectant in accordance with USDA requirements. The following disinfectants are permitted: Sodium carbonate (4 percent) plus sodium silicate (0.1 percent) in the proportion of one pound of sodium carbonate plus sodium silicate to three (3) gallons of water; sodium hydroxide (lye) in the proportion of one (1) pound in five (5) gallons water; sodium carbonate (soda ash) in the proportion of one (1) pound in three (3) gallons of water; Virkon S formulated according to the manufacturer's instructions; and Accel INTERVention formulated according to the manufacturer's instructions.
  6. Equines' hooves must be cleaned and disinfected with Accel INTERVention, Virkon S, or a 4 percent solution of sodium carbonate at the quarantine facility, or before being loaded at the port for transportation to the quarantine facility. The facility is responsible for ensuring products used on animals are approved, and do not cause harm. Footwear of accompanying personnel must be inspected at the port and disinfected if soiled.
  7. Equines must be free of ticks or other external parasites. Equines must be sprayed with an Atroban 11.0 percent emulsifiable concentrate (one (1) pint to twenty-five (25) gallons of clean water) or other effective acaricide approved by APHIS-VS. Complete application of treatment is achieved when the coat is saturated, and treatment is applied to all areas of the skin. The false nostril and external ear canal must also be examined and treated for ectoparasites by the Cooperator under APHIS-VS supervision. Spraying must be completed on skid-resistant moisture-impervious flooring able to withstand repeated cleaning and disinfecting without deteriorating, and with adequate drainage.
  8. Equines from or transiting foot-and-mouth disease (FMD) regions must be sprayed with a viricidal agent against FMD. The most commonly used compound is acetic acid (vinegar); however, the facility may use another product such as Accel INTERVention, providing they have ensured the product of choice is approved and safe for use on animals. One acaricide or viricidal treatment must be permitted to dry before the other is applied to the animal.
  9. While in quarantine, equines must be inspected and have a temperature reading at least daily by an APHIS-VS representative; their temperatures must be taken and recorded at least twice daily, with at least three (3) normal temperatures taken within the last twenty-four (24) hours prior to release; and they must be observed for clinical signs of disease. Temperatures may not be taken closer than six (6) hours apart, and the initial and final temperature must span the twenty-four (24)-hour window. Normal weaned equine rectal temperature is 99.0-101.5 degrees F. Normal unweaned equine rectal temperature is 99.5 to 102.1 degrees F.
  10. Accompanying tack and equipment are subject to APHIS-VS inspection upon arrival at the port of entry, or at the quarantine facility, and will be subjected to any mitigation needed as a precautionary measure against the introduction of foreign animal diseases.



11. Cleaning and disinfection of equipment, supplies, stalls, and transport vehicles will be done under supervision of APHIS-VS personnel.
12. No equines may be bred during quarantine and the collection of germplasm during quarantine is prohibited.
13. Equines may not be vaccinated prior to the completion of APHIS-VS quarantine.
14. Equines still under import restrictions or which require specialized medical attention or necropsy may be moved to another approved site, (clinic, laboratory, or institution) on a case by case basis. APHIS-VS must approve of the movement in advance, and the approved facility requires an initial inspection or annual inspection for recertification.
15. APHIS-VS representatives do not need to be physically present during routine facility operations. Routine facility operations currently include daily husbandry/care, additional monitoring beyond APHIS-VS' requirements, and cleaning and disinfection (once a record of compliance has been achieved).
16. Approval for a privately owned and operated quarantine facility already in operation may be withdrawn at any time by APHIS-VS as stated in 9 CFR 93.308. APHIS-VS may suspend or revoke its approval of the facility if the facility is found at any time by APHIS-VS to be noncompliant with the regulations, VS Guidance 13402.1, or this MOU; or if an outbreak of a communicable disease is not adequately prevented, contained, or eliminated. APHIS-VS will document in writing to the Cooperator any suspension or revocation of facility approval.
17. APHIS-VS can arrange to provide alternative quarantine services for an equine shipment if it determines operation of the facility is significantly deficient. The Cooperator can request in writing from APHIS-VS a copy of an inspection report relating the deficiency.
18. The number of equines quarantined at the facility will not exceed the maximum capacity of **NUMBER** # equines. The quarantine facility currently has **# bays/barns, of # individual** stalls each. Each shipment must be placed in on an "all-in-all-out" basis, whereby separate lots of equines can be received and housed without contact with any other lots being quarantined at the facility. The import quarantine portion of the facility cannot be used for export purposes.
19. When emergencies such as power outages or natural disasters occur, quarantined animals may not be removed from the facility during a quarantine period unless APHIS-VS specifically approves. APHIS-VS will make every effort to have an inspector present even during these emergencies.
20. Arrangements for disposing of the entire lot, if the need arises, must be approved by the designated APHIS-VS representative(s).

#### **ARTICLE 7 – STATEMENT OF NO FINANCIAL OBLIGATION**

Signature of this MOU does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value are not authorized under this MOU.

#### **ARTICLE 8 – LIMITATIONS OF COMMITMENT**

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties.

## **ARTICLE 9 – CONGRESSIONAL RESTRICTION**

Under 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this MOU or to any benefit to arise therefrom; but this provision shall not be construed to extend to this MOU if made with a corporation of its general benefit.

## **ARTICLE 10 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 11 – LIABILITIES**

APHIS assumes no liability for any actions or activities conducted under this MOU except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), 2671-2680).

## **ARTICLE 12 – LAWS, RULES, AND REGULATIONS**

All activities will be conducted in accordance with applicable Federal statutes, rules, and regulations.

## **ARTICLE 13 – AMENDMENTS**

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

## **ARTICLE 14 – TERMINATION**

This MOU may be terminated at any time by mutual agreement of the parties in writing, or by either party with thirty (30) days' notice in writing to the other party.

## **ARTICLE 15 – EFFECTIVE DATE AND DURATION**

### **OPTION 1:**

This MOU will become effective upon date of final signature and will continue in effect for 1 year.

### **OPTION 2:**

This MOU will become effective upon date of final signature and will continue in effect through (insert month, day, and year--ending date must not exceed 1 year from date of final signature).

A new MOU will need to be filed at or prior to the expiration of the previous MOU.

**Insert Cooperator's Organizational Name**

\_\_\_\_\_  
Facility Owner/Corporate Officer's Signature Date

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Facility Owner/Corporate Officer's Official Title

Name of Quarantine Facility: \_\_\_\_\_

Address of Quarantine Facility: \_\_\_\_\_

UNITED STATES DEPARTMENT OF AGRICULTURE

ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
VETERINARY SERVICES

\_\_\_\_\_  
Port Services Director Date