



June 9, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Dr. Raul Pino, MD, MPH, Director
Health Services Department

FROM: Diane Summers, Manager
Animal Services Division
Contact: (407) 254-9145

A handwritten signature in black ink, appearing to read "R. Pino", is written over the "THRU" line of the memorandum.

SUBJECT: Standard Memorandum of Agreement between the State of Florida, Department of Health, Orange County Health Department (DOH-Orange) and Orange County Animal Services (OCAS) for the Rabies Control Program
Consent Agenda – June 21, 2022

The Health Services Department is requesting approval and execution of the standard Memorandum of Agreement (MOA) between the State of Florida, Department of Health, Orange County Health Department (DOH-Orange) and Orange County Animal Services (OCAS) for the rabies control program. Both parties agree to assume responsibility for the Orange County animal rabies control program as identified within Chapter 381, Florida Statutes and Chapter 64D-3, Florida Administrative Code, and in the *Rabies Prevention and Control in Florida, 2014* guidebook.

The MOA outlines the specific responsibilities of each entity in relation to rabies control so as to best protect the citizens and pets of Orange County. DOH-Orange and OCAS have been partnering on this venture for decades and so this MOA is a standard continuation.

The MOA has been reviewed by the County Attorney's Office.

ACTION REQUESTED: Approval and execution of Rabies Control Program Memorandum of Agreement Orange County and State of Florida Department of Health Orange County Health Department. **(Animal Services Division)**

Attachments

Cc: John Goodrich, Deputy Director, Health Services Department

Rabies Control Program
Memorandum of Agreement
Orange County
and
State of Florida
Department of Health
Orange County Health Department

In the interest of protecting the health, safety, and welfare of the population of Orange County and for the purpose of delineating the responsibilities of rabies control investigations, this Memorandum of Agreement (MOA) is made herewith between the State of Florida, Department of Health, Orange County Health Department (DOH-Orange) and Orange County Animal Services (OCAS) by joint agreement in consolidating Orange County's Rabies Control Program Activities in Orange County. Both parties agree to assume responsibility for the Orange County animal rabies control program as identified within Chapter 381, Florida Statutes and Chapter 64D-3, Florida Administrative Code, and in the *Rabies Prevention and Control in Florida, 2014* guidebook¹ (or updated guidance as designated by the Florida Department of Health).

I. DOH-Orange agrees to:

- A. Provide public health consultation regarding rabies post-exposure prophylaxis for those who are exposed.
- B. Perform surveillance of post-exposure prophylaxis use and report to the State Health Office.
- C. When necessary for specimens to be shipped for testing at the state public health lab, ship the specimen and notify victims of the rabies test results of submitted animal specimens.
- D. Arrange for transport from private veterinary practices of rabies specimens approved for testing at the state public health lab.
- E. When the quarantine period ends, DOH-Orange will end the home confinement period and notify the victim and the animal owner, with the exception of animals quarantined at the OCAS facility.
- F. If DOH-Orange requests a domestic animal be quarantined at a location other than owner/keeper's home, the domestic animal will be quarantined at a veterinarian's office at owner's expense or be responsible for housing cost, if the animal is quarantined at OCAS for 45 days or longer.
- G. Provide consultation and assistance regarding enforcement support for rabies control regulations per Florida Statutes 381.0011, 381.0012, 381.0031, 381.006, and Florida Administrative Code 64D-3.
- H. Provide rabies guidance, legislative material, and other rabies control documents as appropriate.
- I. Submit approved animal specimens to the state public health lab for rabies testing.
- J. If the animal specimen is not approved for testing at the state public health lab, OCAS will be notified via e-mail and/or in writing.

- K. Enter required reports to the DOH-Orange WebLims computer database.
- L. Provide Public Information Officer (P.I.O.) support if a media release or public announcement regarding a rabid animal is determined to be necessary to protect the public health.
- M. Inform OCAS-Bite Coordinator and OC-PIO of positive case prior to media release.
 - 1. OCAS Bite Coordinator
 Jacqueline Caraballo
 407-254-9156
Jacqueline.Caraballo@ocfl.net
 - 2. OC Communications Manager
 Jane Watrel
 407-836-5464 & 407-276-2483
Jane.Watrel@ocfl.net
- N. Inform persons who were potentially exposed to a rabid animal, at the resolution of in-home quarantine of recommendations for any action, if indicated per state and federal public health guidance.
- O. Establish rabies advisories, alerts, and rabies quarantines as indicated by state and federal public health guidance.
- P. Provide pre-exposure and routine titer vaccinations for employees (classified as high risk) of Orange County Animal Services.

II. OCAS agrees to:

- A. During quarantine period, patrol and/or trap and attempt to locate target, identifiable domestic animal involved in bite event once reported to the agency by potentially exposed persons, health care providers, and DOH-Orange, and any other required reporters in the State of Florida, per Florida Statutes Ch. 381, Florida Administrative Code 64D-3.
- B. Observe animals under quarantine confinement within the OCAS facility for signs of rabies, per state and federal public health guidelines, and report illness or changes in behavior to DOH-Orange/Environmental Health (EVH).
 - 1. DOH-Orange Environmental Health (EVH)
 Daniel Bonilla
 407-723-5268
Daniel.Bonilla@flhealth.gov
- C. When indicated, by federal and state public health guidance, for an animal specimen to be tested, OCAS will prepare animal specimens for testing in accordance with Florida Department of Health.³ OCAS will notify DOH-Orange when specimens are ready to be picked up.
- D. Release animals confined within the OCAS facility at the end of the quarantine period.
- E. Confine animals potentially infected with rabies virus as appropriate for the recommended 10-day period, or as per federal and state public health guidance, or

refer animals to be confined at home for quarantine and monitored by DOH-Orange/EVH.

1. Should an animal require a quarantine period longer than 10 days, the owner may be asked by OCAS to make arrangements with a local veterinarian of their choosing and at the owner's expense. If the animal must be quarantined at OCAS for longer than the 10-day period it shall be at the owner's expense.
- F. Keep the quarantined animal alive for a minimum of 10 days unless the animal becomes symptomatic or becomes medically and/or behaviorally unstable. If the animal becomes symptomatic and euthanasia is indicated, the symptoms consistent with rabies, must be listed in the activity report. If it is indicated per federal and state public health guidance, for an animal specimen to be tested, OCAS will prepare the specimens for testing and notify the DOH-Orange/EVH when specimens are ready for pickup.
- G. Follow epidemic control measures in accordance with the federal and state public health guidance, as directed by DOH-Orange and pursuant to Chapter 381, Florida Statutes for determination of when to issue and cease rabies alerts and determination of potential rabies exposure areas.
- H. Inform DOH-Orange when legal actions are needed to enforce rabies regulations to protect the public health.
- I. Notify DOH-Orange/EVH Bite Coordinator when any of the following occurs:
 1. The death or escape of an animal under confinement.
 - a. Notify DOH-Orange immediately upon notification of incident.
 - b. If the notification occurs after hours, OCAS will contact DOH-Orange Epidemiologist on-call as soon as possible: 407-383-0185.
 2. Animal shows neurological/behavior changes during confinement.
 - a. Bite Coordinator will notify DOH-Orange as soon as behavioral change is reported for animals quarantined at OCAS.
 - b. If the notification occurs after hours, OCAS will contact DOH-Orange Epidemiologist on-call as soon as possible: 407-383-0185.
 3. The inability to locate an animal within 7 days of the date of exposure.
 4. A person exposed to a wild (non-domestic) potentially rabid animal which is unable to be obtained/located.
 - a. Notify DOH-Orange as soon as possible.
- J. Refer all persons with medical inquiries regarding rabies post-exposure prophylaxis to their health care provider.
 1. If persons have questions regarding state public health guidance for use of rabies post-exposure prophylaxis, refer those persons to DOH-Orange/Epidemiology Program at 407-858-1420.
- K. Submit Animal Bite Reports to the DOH-Orange/Epidemiology and OCAS Possible Rabies Exposure report to DOH-Orange/Environmental Health on a daily basis during regular business hours, Mondays through Fridays, 8:00 AM to 5:00 PM.
- L. Abide by Florida Statutes 381.0031 regarding confidentiality of animal bite patient records. Where applicable the parties will comply with the Health Insurance Portability and Accountability Act as well as regulations promulgated thereunder

(45 CFR Parts 160, 162, and 164).

- M. OCAS will discuss with DOH on the possibility of trapping wildlife on a case-by-case basis.

III. Both Parties agree to:

A. Term, Renewals, Termination, Modifications and Re-Negotiation

1. This agreement shall begin on **June 1, 2022**, or the date on which the agreement has been signed by both parties, whichever is later. This agreement will be effective after review and signature by both parties for a period of three years from the date of the agreement, ending **May 31, 2025**.
2. This agreement may be renewed on a yearly basis for no more than three years beyond the initial agreement term. Such renewals shall be in writing, made by mutual agreement and shall be subject to the availability of funds. For purposes of renewal, the Manager of OCAS is authorized to approve and execute said renewal(s).
3. This agreement may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail- return receipt requested- or in person with proof of delivery.
4. Modifications and provisions of this agreement shall be valid when they have been reduced to writing, signed, and dated by both parties. The parties agree to renegotiate the agreement if Federal and/or State revisions of applicable laws or regulations make the changes necessary.

- B. The provision of services in accordance with the terms and conditions of this MOA are non-monetary. The State of Florida's performance and obligations for the program under this agreement are contingent upon an annual appropriation by the Legislature and are subject to the availability of funds.

- C. No clause or element of this agreement will be imputed to imply any form of financial obligation or liability, nor to confer on either party the capacity to represent or act as an agent of the other.

- D. Waiver of Breach. The failure on the part of either party to enforce any material provision of this Agreement on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this Agreement.

- E. Independent Contractor. By this Memorandum of Agreement, the parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of the Memorandum of Agreement to be officers, agents, or employees of the other party.

- F. Cooperation with the Inspector General: The parties acknowledge and understand that they have a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to Section 20.055 (5), Florida Statutes.

G. Points of contact for this agreement are as follows:

DOH-Orange/EVH		OCAS	
Name:	Daniel Bonilla Yelitza Jimenez	Name:	Jacqueline Caraballo – Bite Coordinator Theon Linero – Program Manager
Telephone #:	Daniel Bonilla 407-595-8965 Yelitza Jimenez 321-354-8400	Telephone #:	407-254-9156 407-254-9171
Email Address:	Daniel.Bonilla@flhealth.gov Yelitza.Jimenez@flhealth.gov	Email Address:	Jacqueline.Caraballo@ocfl.net Theon.Linero@ocfl.net

IV. Miscellaneous:

- A. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this MOA, or the breach, enforcement, or interpretation of this MOA, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or re-hearings, or in administrative, bankruptcy, or reorganization proceedings.
- B. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this MOA shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.
- C. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS MOA OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.
- D. Both parties are State and County government agencies, and each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.
- E. For avoidance of doubt, nothing in this MOA shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by OCAS, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes, as amended from time to time.


All Terms and Conditions Included. This MOA and its attachments contain all the terms and conditions agreed upon by the parties. No promises, representations, warranties, or covenants not

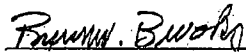
included herein have been or shall be relied upon by either party. There are no provisions, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provisions of the agreement are found to be illegal or unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be stricken.

IN WITNESS THEREFORE, the parties hereto have caused this six (6) page agreement to be executed by their undersigned officials as duty authorized.

State of Florida, Department of Health
Orange County Health Department


Orange County Florida
By: Board of County Commissioners

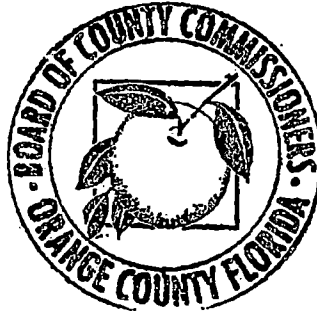

Ben Paterniti, M.P.A.
Interim Administrator and Health Officer


By: Byron Brooks
for Jerry L. Demings
Orange County Mayor
Date: 6/21/22

Date: 6/2/22

ATTEST: Phil Diamond, CPA,
County Comptroller as
Clerk to the Board

BY: 
Deputy Clerk
Katie Smith
Printed Name



REFERENCES:

- a. Florida Department of Health, Division of Disease Control and Health Protection. "Rabies Prevention and Control in Florida, 2014." Available from : http://www.floridahealth.gov/diseases-and-conditions/rabies/_documents/rabiesguide2014-web.pdf
- b. Florida Department of Health, Bureau of Public Health Laboratories. "Rabies Test Form." Available from http://www.floridahealth.gov/diseases-and-conditions/rabies/_documents/22-rabies-test-form.pdf
- c. International Air Transport Association. "Dangerous Goods Regulations." Available from: <https://www.iata.org/contentassets/b08040a138dc4442a4f066e6fb99fe2a/dgr-62-en-pi650.pdf>