



# County of El Dorado

330 Fair Lane, Building A  
Placerville, California  
530 621-5390  
FAX 622-3645  
www.edcgov.us/bos/

## Legislation Text

File #: 09-0828, Version: 1

Health Services Department recommending Chairman be authorized to sign Agreement 09-11270 with California Department of Public Health, in the amount of \$156,056 for the term July 1, 2009 through June 30, 2010 for the purpose of providing State and Federal funding for Public Health Immunization programs for children and the general public.

**FUNDING:** California Department of Public Health.

BUDGET SUMMARY:		
Total Estimated Cost		\$156,056
Funding		
Budgeted	\$147,117	
New Funding	\$8,939	
Savings	\$	
Other	\$	
Total Funding Available	\$156,056	
Change To Net County Cost		\$0

Fiscal Impact/Change to Net County Cost: No change to net County cost. At the time FY 2009-10 budget was proposed, Department had not yet received notice from State relative to amount of Agreement; thus, budget estimate was based on prior year history. The new funding amount will be addressed at the time of Budget Addenda.

Background: California Health and Safety Code requires immunizations against childhood diseases prior to school admittance. This agreement for funding assists local health departments with implementing and maintaining general immunization programs. Specific goals for the program include, but are not limited to, vaccinations for measles, mumps, rubella (MMR vaccine), polio, diphtheria, tetanus and pertussis, Haemophilus influenza, hepatitis B, and varicella.

On advice of County Counsel, Department brings to Board attention Exhibit B, item 2, and Exhibit E, item 2 (both below). Exhibit B may allow State to immediately terminate this Agreement without provision for compensation of County for services provided or costs incurred prior to termination.

**Exhibit B - Item 2:**

**Budget Contingency Clause**

- A. *"It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this*

*agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.*

*B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.”*

## **Exhibit E - Item 2**

### **Cancellation / Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing.*
- B. Upon receipt of a notice of termination or cancellation from CDPH, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.*
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.”*

Note: When Department presented the FY 2008-09 immunization funding agreement to Board, it included an addendum drafted by County Counsel that required State to compensate County for services provided prior to the notice of termination in the event that sufficient funds for the program were not appropriated. State refused to sign addendum, and Department had to return to Board with agreement, requesting ratification of original signature without addendum provision.

Security requirements outlined in Exhibit J required review by County IT and collaboration with the State to determine whether this applied to County processes. Eventually it was determined that the requirements outlined in Exhibit J do not apply to County processes and a disclaimer was added at the direction of California Department of Public Health to Exhibit E for Board signature.

Reason for Recommendation: County-wide immunization programs pursuant to Health and Safety Code 120325-120380, Chapter 435, and broader immunization programs available to the general public are core goals of the Public Health Division of the Health Services Department, as are prevention, surveillance and outbreak control / reduction / elimination of illness, disability and death due to vaccine-preventable disease in the local community.

Action to be taken following Board approval:

1. Board Chairman to sign eight (8) original (a) Agreements 09-11270 and (b) Exhibit E disclaimer.
2. Board Clerk's Office to return eight (8) signed original Agreements 09-11270 to Health Services Department - Public Health Division.

3. Department to return eight (8) signed original Agreements and two Board Minutes authorizing the Agreements, to California Department of Public Health.
4. Health Services Department to return one (1) fully executed Agreement to Board Clerk's Office upon receipt from State.

Contact: Kathy Lang

Concurrences: County Counsel (contingent on notice to Board of Exhibits B and E) & Risk Management.