

Contract Review Sheet

Intergovernmental Agreement

HE-5209-23 - Am2

Title: Online Food Handlers Training and Testing

Contractor's Name: Lane County, OR

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Sandra Fixsen

Phone #: (503) 588-5409

Term - Date From: January 1, 2020

Expires: December 31, 2026

Original Contract Amount: \$ 181,000.00

Previous Amendments Amount: \$ 160,000.00

Current Amendment: \$ 100,000.00

New Contract Total: \$ 441,000.00

Amd% 144%

Incoming Funds

☐ Federal Funds

☐ Reinstatement

☐ Retroactive

☒ Amendment greater than 25%

Source Selection Method:

Description of Services or Grant Award

Lane County provides access to on-line foodhandler testing for Marion County residents. Residents must enter Lane County’s training site via a Marion County website. Lane County collects a \$10 fee from residents and reimburses the Marion County Health Department 80% (\$8) for every Marion County resident that pays for an online foodhandlers test at Lane County’s site. These foodhandlers rates are based on the maximum fees established under OAR 333-175-0101. This IGA 55194 replaces IGA 53134.

Amendment 1 extended contract through 12/31/2024 and added additional funds in the amount of \$160,000.00

Amendment 2 adds funds of \$100,000.00 and extends term to 12/31/26.

Total contract value of \$441,000.00

Desired BOC Session Date: 12/4/2024

Contract should be in DocuSign by: 11/13/2024

Agenda Planning Date: 11/21/2024

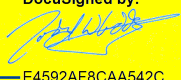

Printed packets due in Finance: 11/19/2024

Management Update: 11/26/2024

BOC upload / Board Session email: 11/20/2024

BOC Session Presenter(s) Alisa Zastoupil

Code: Y

REQUIRED APPROVALS			
DocuSigned by:		Signed by:	
	11/12/2024	Kristina Ballow	11/18/2024
<small>E4592AE8CAA542C</small>		<small>A38C58E9078E42D</small>	
Finance - Contracts	Date	Contract Specialist	Date
Signed by:		DocuSigned by:	
	11/13/2024	Jan Fritz	11/13/2024
<small>60C98A6F708240B</small>		<small>DC16351248DE4EC</small>	
Legal Counsel	Date	Chief Administrative Officer	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/4/24

Department: Health & Human Services

Title: Online Food Handlers Training and Testing

Management Update/Work Session Date: 11/26/24 Audio/Visual aids ☐

Time Required: 10 Contact: Kristina Ballow Phone: 503-588-5409

Requested Action:

Approval

Issue, Description
& Background:

Lane County provides access to on-line food handler testing for Marion County residents. Residents must enter Lane County's training site via a Marion County website. Lane County collects a \$10 fee from residents and reimburses the Marion County Health Department 80% (\$8) for every Marion County resident that pays for an online food handlers test at Lane County's site. These food handlers rates are based on the maximum fees established under OAR 333-175-0101. This IGA 55194 replaces IGA 53134.

Amendment 2 adds funds of \$100,000.00 and extends term to 12/31/26.

Total contract value of \$441,000.00

Financial Impacts:

Health & Human Services anticipates no financial impact to other departments.

Impacts to Department
& External Agencies:

NA

List of attachments:

NA

Presenter:

Alisa Zastoupil

Department Head
Signature:

DocuSigned by:
Ryan Matthews
7D28A787656F458...

Amendment # 2

WHEREAS, Lane County, hereinafter referred to as COUNTY, a political subdivision of the State of Oregon, and MARION COUNTY, hereinafter referred to as AGENCY, have agreed that it is in the mutual interest of both parties to amend the Intergovernmental Agreement dated January 01, 2020 for AGENCY'S Shared Use Agreement - Foodhandlers project.

The purpose of this change is to extend the Agreement and provide funding for the period of the extension.

Now, therefore, the parties agree that the Intergovernmental Agreement should be amended as follows:

- 1 By mutual consent the Agreement is extended through December 31, 2026.
- 2 Estimated revenue-sharing in the amount of \$100,000 is added for the period of the extension, as reflected in the following tables.

FY 19/20 Paid by LANE COUNTY 1 Of 8							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	01/01/20 - 06/30/20	FOODHANDLER PERMITS	\$28,000.00	\$0.00	\$28,000.00	6	512201-286-3427810
Total:			\$28,000.00	\$0.00	\$28,000.00		
FY 20/21 Paid by LANE COUNTY 2 Of 8							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/20 - 06/30/21	FOODHANDLER PERMITS	\$60,000.00	\$0.00	\$60,000.00	12	512201-286-3427810
Total:			\$60,000.00	\$0.00	\$60,000.00		
FY 21/22 Paid by LANE COUNTY 3 Of 8							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/10/21 - 06/30/22	FOODHANDLER PERMITS	\$62,000.00	\$0.00	\$62,000.00	12	512201-286-3427810
Total:			\$62,000.00	\$0.00	\$62,000.00		
FY 22/23 Paid by LANE COUNTY 4 Of 8							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/22 - 12/31/22	FOODHANDLER PERMITS	\$31,000.00	\$0.00	\$31,000.00	12	512201-286-3427810
revenue-sharing foodhandlers	01/01/23 - 06/30/23	FOODHANDLER PERMITS	\$40,000.00	\$0.00	\$40,000.00	6	512201-286-3427810 (49811)
Total:			\$71,000.00	\$0.00	\$71,000.00		

FY 23/24 Paid by LANE COUNTY 5 Of 8							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/23 - 06/30/24	FOODHANDLER PERMITS	\$80,000.00	\$0.00	\$80,000.00	12	512201-286-3427810 (49811)
Total:			\$80,000.00	\$0.00	\$80,000.00		
FY 24/25 Paid by LANE COUNTY 6 Of 8							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/24 - 12/31/24	FOODHANDLER PERMITS	\$40,000.00	\$0.00	\$40,000.00	6	512201-286-3427810 (49811)
revenue-sharing foodhandlers	01/01/25 - 06/30/25	FOODHANDLER PERMITS	\$0.00	\$25,000.00	\$25,000.00	6	512201-286-3427810 (49811)
Total:			\$40,000.00	\$25,000.00	\$65,000.00		
FY 25/26 Paid by LANE COUNTY 7 Of 8							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/25 - 06/30/26	FOODHANDLER PERMITS	\$0.00	\$50,000.00	\$50,000.00	12	512201-286-3427810 (49811)
Total:			\$0.00	\$50,000.00	\$50,000.00		
FY 26/27 Paid by LANE COUNTY 8 Of 8							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/26 - 12/31/26	FOODHANDLER PERMITS	\$0.00	\$25,000.00	\$25,000.00	6	512201-286-3427810 (49811)
Total:			\$0.00	\$25,000.00	\$25,000.00		

This amendment is effective January 01, 2025. All other terms and conditions of the original Intergovernmental Agreement and any previous amendment(s) not altered by this amendment remain in full force and effect.



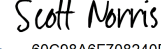

MARION COUNTY	
<div>See Marion County Signature Page</div> <div>Authorized Signature</div> <div>Executive Director:</div> <div>Ryan Matthews</div> <div>Administrator, H&HS</div>	<div>Date</div>

Lane County, Oregon	
County:	Authorized Representative: Collette M. Christian Program Services Coord 2 Collette.Christian@co.lane.or.us 151 WEST 7TH AVE S-520 EUGENE, OR 97401
Steve Mokrohisky County Administrator	Date

Insurance Reviewed:

SIGNATURE PAGE FOR
ONLINE FOOD HANDLERS TRAINING AND TESTING - HE-5209-23
AMENDMENT 2
between
MARION COUNTY and LANE COUNTY, OR

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair		Date
Commissioner		Date
Commissioner		Date
Authorized Signature:	<div>DocuSigned by:  7D28A787656F458...</div>	11/12/2024
	Department Director or designee	Date
Authorized Signature:	<div>DocuSigned by:  DC16351248DE4EC...</div>	11/13/2024
	Chief Administrative Officer	Date
Reviewed by Signature:	<div>Signed by:  60C98A6F708240B...</div>	11/13/2024
	Marion County Legal Counsel	Date
Reviewed by Signature:	<div>DocuSigned by:  E4592AE8CAA542C...</div>	11/12/2024
	Marion County Contracts & Procurement	Date

55194

Amendment # 1

WHEREAS, Lane County, hereinafter referred to as COUNTY, a political subdivision of the State of Oregon, and MARION COUNTY, hereinafter referred to as AGENCY, have agreed that it is in the mutual interest of both parties to amend the Intergovernmental Agreement dated January 01, 2020 for AGENCY'S Shared Use Agreement - Foodhandlers project.

The purpose of this change is to extend the Agreement, revise Exhibit B and provide revenue sharing for the period of the extension.

A Whereas, on June 7 and July 7, 2021, representatives of AGENCY and COUNTY, respectively, executed an Intergovernmental Agreement with an effective date of January 1, 2020 relating to foodhandler training (the "Agreement"), and

B Whereas, the parties have each performed their obligations under the terms of the Agreement in the period commencing January 1, 2020, and

C Whereas, certain records relating to the execution of the Agreement are incomplete,

Now, therefore, the parties agree that the Intergovernmental Agreement should be amended as follows:

- 1 Execution of the Agreement effective January 1, 2020 is ratified,
- 2 The Agreement is extended through December 31, 2024.
- 3 Anticipated revenue-sharing in the amount of \$ 160,000 is added to the Agreement for the period of the extension, January 1, 2023 through December 31, 2024.
- 4 Exhibit B-1, dated December 6, 2022, which is included by reference as if incorporated herein, replaces Exhibit B, effective January 1, 2023.

FY 19/20 Paid by LANE COUNTY 1 Of 6							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	01/01/20 - 06/30/20	FOODHANDLER PERMITS	\$28,000.00	\$0.00	\$28,000.00	6	512201-286-3427810
Total:			\$28,000.00	\$0.00	\$28,000.00		
FY 20/21 Paid by LANE COUNTY 2 Of 6							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/20 - 06/30/21	FOODHANDLER PERMITS	\$60,000.00	\$0.00	\$60,000.00	12	512201-286-3427810
Total:			\$60,000.00	\$0.00	\$60,000.00		
FY 21/22 Paid by LANE COUNTY 3 Of 6							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/10/21 - 06/30/22	FOODHANDLER PERMITS	\$62,000.00	\$0.00	\$62,000.00	12	512201-286-3427810
Total:			\$62,000.00	\$0.00	\$62,000.00		

FY 22/23
Paid by LANE COUNTY
4 Of 6

Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/22 - 12/31/22	FOODHANDLER PERMITS	\$31,000.00	\$0.00	\$31,000.00	12	512201-286-3427810
revenue-sharing foodhandlers	01/01/23 - 06/30/23	FOODHANDLER PERMITS	\$0.00	\$40,000.00	\$40,000.00	6	512201-286-3427810
Total:			\$31,000.00	\$40,000.00	\$71,000.00		


FY 23/24
Paid by LANE COUNTY
5 Of 6

Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/23 - 06/30/24	FOODHANDLER PERMITS	\$0.00	\$80,000.00	\$80,000.00	12	512201-286-3427810
Total:			\$0.00	\$80,000.00	\$80,000.00		

FY 24/25
Paid by LANE COUNTY
6 Of 6

Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant) (Program)
revenue-sharing foodhandlers	07/01/24 - 12/31/24	FOODHANDLER PERMITS	\$0.00	\$40,000.00	\$40,000.00	6	512201-286-3427810
Total:			\$0.00	\$40,000.00	\$40,000.00		

This amendment is effective January 01, 2023. All other terms and conditions of the original Intergovernmental Agreement and any previous amendment(s) not altered by this amendment remain in full force and effect.

MARION COUNTY	
DocuSigned by:  7D28A787656E458 Authorized Signature	3/2/2023 Date
Signature:	


Lane County, Oregon

County: _____ Steve Mokrohisky County Administrator	Authorized Representative: Collette M. Christian Program Services Coord 2 collette.christian@lanecountyor.gov 151 WEST 7TH AVE S-520 EUGENE, OR 97401
Date	

Insurance Reviewed:

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

 3/22/2023
Chair Date

 3.22.2023
Commissioner Date

 3-22-2023
Commissioner Date

Authorized Signature:  3/2/2023
DocuSigned by: Ryan Matthews, Administrator Date

Authorized Signature:  3/2/2023
DocuSigned by: Chief Administrative Officer Date

Reviewed by Signature:  3/2/2023
DocuSigned by: Marion County Legal Counsel Date

Reviewed by Signature:  3/2/2023
DocuSigned by: Marion County Contracts & Procurement Date

Exhibit B - 1

Program Plan

**EXHIBIT B
PROGRAM PLAN
SCOPE OF AGREEMENT**

Each AGENCY will:

- a) By means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), be granted the powers duties and functions enumerated in ORS 624.510, providing for the collection of fees related to food handler card issuance.
- b) If necessary, provide local, in-person food handler training program and issue food handler cards to individuals who have successfully completed the in-person food handler training program at each AGENCY's designated location.
- c) Agree to contract only with COUNTY for those services provided for in this Agreement for the duration of this Agreement.
- d) List the Lane Food Handler Card website on each AGENCY's website. Within two (2) weeks of signing this Agreement, provide OHA the most recent link to the Lane Food Handler Card website and request OHA replace each AGENCY's website with the Lane Food Handler Card website link on OHA's list of online food handler issuance websites.
- e) Agree that COUNTY is not liable for interruption of program services or loss of revenue during construction, development or implementation of requested changes to Food Handler Card website.

COUNTY will:

- a) Maintain local public health authority as provided for under ORS 431.413 and, by means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), be granted the powers duties and functions enumerated in ORS 624.510, providing for the collection of fees related to food handler card issuance. Provide in-person food handler training and card issuance, if needed
- b) Provide and maintain on-line food handler card training and testing service on a specified website where residents of each AGENCY may train, test and be issued a food handler card valid throughout the State of Oregon for a period of three years. Residents of each AGENCY's County will enter the Lane Food Handler Card website via an online search mechanism or by referring to Agency/State websites.
- c) Provide each AGENCY with support services during normal business hours. If website location changes, COUNTY must provide each AGENCY the new location (url), or re-direction information, with a minimum 30 days' written notice.
- d) Issue food handler card(s) to individuals who have successfully trained and tested via the Lane Food Handler Card website. Food handler cards issued via the Lane Food Handler Card website will include the Lane County Public Health logo and will be valid throughout the State of Oregon for a period of three years from the date of issuance.
- e) Either maintain a Merchant ID account for the Food Handler Card website to permit on-line payment services using Visa or Mastercard or contract with a PCI-compliant, third-party for these services. On-line payment for services will occur at a secure website

via triple-encryption or other secure technology, ensuring PCI compliance. Rates for program services are established pursuant to ORS 624.570(5).

- f) Reimburse each AGENCY a portion of Food Handler Card fees received from those residents of each Agency accessing the Lane Food Handler Card website. Pursuant to ORS 624.570(5), COUNTY retains the right to assess a new program fee each time a participant takes, or retakes, all or part of a program or certification exam, or requests a duplicate certificate of completion. COUNTY will reimburse each AGENCY a portion of all program fees assessed pursuant to ORS 624.570(5). (See Exhibit C for reimbursement rates under this Agreement.)
- g) Agree that each AGENCY and their duly authorized representatives may have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. COUNTY will retain and keep accessible such books, documents, papers, and records for the period of time required by state law.
- h) Allocate each AGENCY a portion of the food handler fees on a quarterly basis, unless the value of those fees is less than \$500. In the case the funds to be allocated in a given quarter are less than \$500, COUNTY may elect to allocate payment twice annually. In this case, COUNTY will notify each AGENCY of the amount generated and to be held until the following quarter.
- i) Provide annual reporting of the number of transactions completed on each AGENCY's behalf to the Oregon Health Authority.
- j) County provides notice that it may offer discretionary items for sale on the site, via a separate Merchant ID. Revenue from these non-mandated items (for example certificates) will not be subject to any revenue-sharing foreseen under this Agreement.

Dated: 12/6/2022

55194

Lane County Intergovernmental Agreement

THIS Intergovernmental Agreement is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and MARION COUNTY, hereinafter referred to as AGENCY, for the period commencing January 01, 2020 to and including December 31, 2022.

WHEREAS, ORS 190.010 provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the Agreements, its officers or agents have authority to perform; and

WHEREAS, The Parties maintain local public health authority, as provided for under ORS 431.413 and the Parties have the powers, duties and functions enumerated in ORS 624.510; and

WHEREAS The Parties have each entered into an intergovernmental agreement with OHA under ORS 624.510 to undertake primary responsibility for the delivery of the foodborne illness prevention program services within the jurisdiction of a local public health authority.

WHEREAS, COUNTY and AGENCY are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

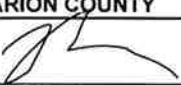
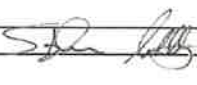
The terms of this Intergovernmental Agreement are contained in this document and the following documents which are included by reference as if incorporated herein:

BOILERPLATE dated 12-02-2019

EXHIBIT B dated 12-03-2019

EXHIBIT C dated 12-03-2019

Regardless of any statement to the contrary in this Intergovernmental Agreement, EXHIBIT A is not relevant to this Intergovernmental Agreement

MARION COUNTY		Federal I.D.:
 Authorized Signature Ryan Matthews Administrator		6/7/2021 Date
<small>Digitally signed by Steve Mokrohisky DN: cn=Steve Mokrohisky, o=Lane County, ou=County Administration, email=diana.jones@lanecounty.or.gov, v, c=US Date: 2021.07.07 09:50:15 -07'00'</small>		
Lane County, Oregon		
County:  Steve Mokrohisky County Administrator	Date:	Originator: Collette M. Christian Program Services Coord 2 Collette.Christian@co.lane.or.us 151 WEST 7TH AVE S-520 EUGENE, OR 97401

Insurance Reviewed:

LANE COUNTY INTERGOVERNMENTAL AGREEMENT (Boilerplate)

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to COUNTY by AGENCY as noted on the previous pages, for the period of this agreement as previously designated, it is mutually agreed as follows:

1. Services. COUNTY shall perform as an independent contractor, and not as an agent of the AGENCY the necessary services to conduct the specific programs described in Exhibit B – Program Plan by this reference made a part hereof at a funding level described in Exhibit C – Budget by this reference made a part hereof.
2. Client Confidentiality: No information contained in a client record shall be disclosed if such disclosure is prohibited by ORS 179.505 to 179.507, 45 CFR section 205.5 or 42 CFR Part 2, any administrative rule adopted by Division implementing the foregoing laws, or any other applicable federal or state confidentiality law.
3. Labor Laws. AGENCY agrees to comply with all federal, state and local labor laws which are applicable to the execution of this contract. AGENCY agrees that all subject employers working under this agreement are either employers that will comply with ORS 656.107 or are employers that are exempt under ORS 656.126.
4. Tax Laws. By execution of this agreement, AGENCY certifies, under penalty of perjury, that, to the best of AGENCY's knowledge, AGENCY is not in violation of any tax laws described in ORS 305.380(4).
5. Settlement of Disputes. Differences between AGENCY and COUNTY, or between agencies, which do not involve grounds for termination, will be resolved when possible at appropriate levels, followed by consultation between boards if necessary.
6. Indemnity/Hold Harmless. Each of the parties agrees to indemnify and save the other harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever and to defend all claims, proceedings, lawsuits, and judgments resulting from, arising out of, or relating to the operations of its responsibilities under this agreement. The parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution.
7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
8. Amendments. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. AGENCY, by signature of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.
9. No Third Party Beneficiaries: COUNTY and AGENCY are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

10. Severability: The parties agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
11. Termination: The parties may jointly agree to terminate this Agreement at any time by written agreement. Either party may terminate this Agreement upon thirty (30) days' written notification to the other party.
12. Exhibits: This contract consists of the following exhibits attached hereto and by this reference made a part hereof:
 - a. Exhibit B – Scope of Agreement
 - b. Exhibit C – Reimbursement Rates

Exhibit A

Additional Terms and Conditions

Not Applicable

Exhibit B

Program Plan

**EXHIBIT B
PROGRAM PLAN
SCOPE OF AGREEMENT**

AGENCY will:

- a) By means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), be granted the powers duties and functions enumerated in ORS 624.510, providing for the collection of fees related to food handler card issuance.
- b) If necessary, provide local, in-person food handler training program and issue food handler cards to individuals who have successfully completed the in-person food handler training program at AGENCY's designated location.
- c) Agree to contract only with COUNTY for those services provided for in this Agreement for the duration of this Agreement.
- d) List the Lane Food Handler Card website on AGENCY's website. Within two (2) weeks of signing this Agreement, provide OHA the most recent link to the Lane Food Handler Card website and request OHA replace AGENCY's website with the Lane Food Handler Card website link on OHA's list of online food handler issuance websites.
- e) Agree that COUNTY is not liable for interruption of program services or loss of revenue during construction, development or implementation of requested changes to Food Handler Card website.

COUNTY will:

- a) Maintain local public health authority as provided for under ORS 431.413 and, by means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), be granted the powers duties and functions enumerated in ORS 624.510, providing for the collection of fees related to food handler card issuance. Provide in-person food handler training and card issuance, if needed
- b) Provide and maintain on-line food handler card training and testing service on a specified website where residents of AGENCY may train, test and be issued a food handler card valid throughout the State of Oregon for a period of three years. Residents of AGENCY's County will enter the Lane Food Handler Card website via an online search mechanism or by referring to Agency/State websites.
- c) Provide AGENCY with support services during normal business hours. If website location changes, COUNTY must provide AGENCY the new location (url), or re-direction information, with a minimum 30 day written notice.
- d) Issue food handler card(s) to individuals who have successfully trained and tested via the Lane Food Handler Card website. Food handler cards issued via the Lane Food Handler Card website will include the Lane County Public Health logo and will be valid throughout the State of Oregon for a period of three years from the date of issuance.
- e) Maintain a Merchant ID account for the Food Handler Card website to permit on-line payment services using Visa or Mastercard. On-line payment for services will occur at a secure website

via triple-encryption or other secure technology, ensuring PCI compliance. Rates for program services are established pursuant to ORS 624.570(5).

- f) Reimburse AGENCY a portion of Food Handler Card fees received from those residents of Agency accessing the Lane Food Handler Card website. Pursuant to ORS 624.570(5), COUNTY retains the right to assess a new program fee each time a participant takes, or retakes, all or part of a program or certification exam, or requests a duplicate certificate of completion. COUNTY will reimburse AGENCY a portion of all program fees assessed pursuant to ORS 624.570(5). (See Exhibit C for reimbursement rates under this Agreement.)
- g) Agree that AGENCY and its duly authorized representatives may have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. COUNTY will retain and keep accessible such books, documents, papers, and records for the period of time required by state law.
- h) Allocate AGENCY portion of the food handler fees on a quarterly basis, unless the value of those fees is less than \$500. In the case the funds to be allocated in a given quarter is less than \$500, COUNTY may elect to allocate payment twice annually. In this case, COUNTY will notify AGENCY of the amount generated and to be held until the following quarter.
- i) Provide annual reporting of the number of transactions completed on AGENCY's behalf to the Oregon Health Authority.

Exhibit C

Budget

EXHIBIT C
BUDGET
REIMBURSEMENT RATES

Food Handler Card program fees are set pursuant to OAR 333-175-0101.

PROGRAM FEES:

Pursuant to OAR 333-175-0101, COUNTY charges a \$10.00 program fee each time a participant takes or retakes all or part of a program or certification exam.

COUNTY agrees to reimburse AGENCY a portion of all program fees charged its residents. COUNTY agrees to reimburse AGENCY on a quarterly basis (unless the value of those fees is less than \$500.00 as stated in Exhibit B). COUNTY will identify the reimbursement rate each quarter.

COUNTY will retain an amount of no less than two (2) dollars per program fee charged and no more than five (5) dollars per program fee charged for administrative costs.

DUPLICATE CERTIFICATES:

Pursuant to OAR 333-175-0101, COUNTY may charge a fee not to exceed \$5.00 for duplicate certificates of program completion. COUNTY reserves the right to charge a fee for each duplicate certificate issued.

COUNTY agrees to reimburse AGENCY a portion of all fees charged its residents for duplicate certificates issued. COUNTY agrees to reimburse AGENCY on a quarterly basis (unless the value of those fees, along with program fees charged above, is less than \$500.00 as stated in Exhibit B). COUNTY will identify the reimbursement rate each quarter.

COUNTY will retain an amount of no less than twenty (20) percent per duplicate certificate fee charged and no more than fifty (50) percent per duplicate certificate fee charged for administrative costs.

COUNTY agrees to provide AGENCY written notice no less than thirty (30) days prior to implementing duplicate certificate fees.

Lane County Intergovernmental Agreement

THIS Intergovernmental Agreement is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and MARION COUNTY, hereinafter referred to as AGENCY, for the period commencing January 01, 2020 to and including December 31, 2022.

WHEREAS, ORS 190.010 provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the Agreements, its officers or agents have authority to perform; and

WHEREAS, The Parties maintain local public health authority, as provided for under ORS 431.413 and the Parties have the powers, duties and functions enumerated in ORS 624.510; and

WHEREAS The Parties have each entered into an intergovernmental agreement with OHA under ORS 624.510 to undertake primary responsibility for the delivery of the foodborne illness prevention program services within the jurisdiction of a local public health authority.

WHEREAS, COUNTY and AGENCY are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The terms of this Intergovernmental Agreement are contained in this document and the following documents which are included by reference as if incorporated herein:

BOILERPLATE dated 12-02-2019

EXHIBIT B dated 12-03-2019

EXHIBIT C dated 12-03-2019

Regardless of any statement to the contrary in this Intergovernmental Agreement, EXHIBIT A is not relevant to this Intergovernmental Agreement

MARION COUNTY	Federal I.D.:
<div style="display: flex; justify-content: space-between;"> <div data-bbox="87 1394 295 1461"> Authorized Signature Ryan Matthews Administrator </div> <div data-bbox="812 1394 862 1417">Date</div> </div>	

Lane County, Oregon	
County: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div data-bbox="178 1600 384 1650"> Steve Mokrohisky County Administrator </div> <div data-bbox="516 1600 570 1623">Date</div> </div>	Originator: <div data-bbox="860 1577 1174 1698" style="margin-top: 10px;"> Collette M. Christian Program Services Coord 2 Collette.Christian@co.lane.or.us 151 WEST 7TH AVE S-520 EUGENE, OR 97401 </div>

Insurance Reviewed:

LANE COUNTY INTERGOVERNMENTAL AGREEMENT (Boilerplate)

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to COUNTY by AGENCY as noted on the previous pages, for the period of this agreement as previously designated, it is mutually agreed as follows:

1. Services. COUNTY shall perform as an independent contractor, and not as an agent of the AGENCY the necessary services to conduct the specific programs described in Exhibit B – Program Plan by this reference made a part hereof at a funding level described in Exhibit C – Budget by this reference made a part hereof.
2. Client Confidentiality: No information contained in a client record shall be disclosed if such disclosure is prohibited by ORS 179.505 to 179.507, 45 CFR section 205.5 or 42 CFR Part 2, any administrative rule adopted by Division implementing the foregoing laws, or any other applicable federal or state confidentiality law.
3. Labor Laws. AGENCY agrees to comply with all federal, state and local labor laws which are applicable to the execution of this contract. AGENCY agrees that all subject employers working under this agreement are either employers that will comply with ORS 656.107 or are employers that are exempt under ORS 656.126.
4. Tax Laws. By execution of this agreement, AGENCY certifies, under penalty of perjury, that, to the best of AGENCY's knowledge, AGENCY is not in violation of any tax laws described in ORS 305.380(4).
5. Settlement of Disputes. Differences between AGENCY and COUNTY, or between agencies, which do not involve grounds for termination, will be resolved when possible at appropriate levels, followed by consultation between boards if necessary.
6. Indemnity/Hold Harmless. Each of the parties agrees to indemnify and save the other harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever and to defend all claims, proceedings, lawsuits, and judgments resulting from, arising out of, or relating to the operations of its responsibilities under this agreement. The parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution.
7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
8. Amendments. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. AGENCY, by signature of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.
9. No Third Party Beneficiaries: COUNTY and AGENCY are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

10. Severability: The parties agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
11. Termination: The parties may jointly agree to terminate this Agreement at any time by written agreement. Either party may terminate this Agreement upon thirty (30) days' written notification to the other party.
12. Exhibits: This contract consists of the following exhibits attached hereto and by this reference made a part hereof:
 - a. Exhibit B – Scope of Agreement
 - b. Exhibit C – Reimbursement Rates

Exhibit A

Additional Terms and Conditions

Not Applicable

Exhibit B

Program Plan

**EXHIBIT B
PROGRAM PLAN
SCOPE OF AGREEMENT**

AGENCY will:

- a) By means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), be granted the powers duties and functions enumerated in ORS 624.510, providing for the collection of fees related to food handler card issuance.
- b) If necessary, provide local, in-person food handler training program and issue food handler cards to individuals who have successfully completed the in-person food handler training program at AGENCY's designated location.
- c) Agree to contract only with COUNTY for those services provided for in this Agreement for the duration of this Agreement.
- d) List the Lane Food Handler Card website on AGENCY's website. Within two (2) weeks of signing this Agreement, provide OHA the most recent link to the Lane Food Handler Card website and request OHA replace AGENCY's website with the Lane Food Handler Card website link on OHA's list of online food handler issuance websites.
- e) Agree that COUNTY is not liable for interruption of program services or loss of revenue during construction, development or implementation of requested changes to Food Handler Card website.

COUNTY will:

- a) Maintain local public health authority as provided for under ORS 431.413 and, by means of an Intergovernmental Agreement with the State of Oregon Health Authority (OHA), be granted the powers duties and functions enumerated in ORS 624.510, providing for the collection of fees related to food handler card issuance. Provide in-person food handler training and card issuance, if needed
- b) Provide and maintain on-line food handler card training and testing service on a specified website where residents of AGENCY may train, test and be issued a food handler card valid throughout the State of Oregon for a period of three years. Residents of AGENCY's County will enter the Lane Food Handler Card website via an online search mechanism or by referring to Agency/State websites.
- c) Provide AGENCY with support services during normal business hours. If website location changes, COUNTY must provide AGENCY the new location (url), or re-direction information, with a minimum 30 day written notice.
- d) Issue food handler card(s) to individuals who have successfully trained and tested via the Lane Food Handler Card website. Food handler cards issued via the Lane Food Handler Card website will include the Lane County Public Health logo and will be valid throughout the State of Oregon for a period of three years from the date of issuance.
- e) Maintain a Merchant ID account for the Food Handler Card website to permit on-line payment services using Visa or Mastercard. On-line payment for services will occur at a secure website

via triple-encryption or other secure technology, ensuring PCI compliance. Rates for program services are established pursuant to ORS 624.570(5).

- f) Reimburse AGENCY a portion of Food Handler Card fees received from those residents of Agency accessing the Lane Food Handler Card website. Pursuant to ORS 624.570(5), COUNTY retains the right to assess a new program fee each time a participant takes, or retakes, all or part of a program or certification exam, or requests a duplicate certificate of completion. COUNTY will reimburse AGENCY a portion of all program fees assessed pursuant to ORS 624.570(5). (See Exhibit C for reimbursement rates under this Agreement.)
- g) Agree that AGENCY and its duly authorized representatives may have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. COUNTY will retain and keep accessible such books, documents, papers, and records for the period of time required by state law.
- h) Allocate AGENCY portion of the food handler fees on a quarterly basis, unless the value of those fees is less than \$500. In the case the funds to be allocated in a given quarter is less than \$500, COUNTY may elect to allocate payment twice annually. In this case, COUNTY will notify AGENCY of the amount generated and to be held until the following quarter.
- i) Provide annual reporting of the number of transactions completed on AGENCY's behalf to the Oregon Health Authority.

Exhibit C

Budget

EXHIBIT C
BUDGET
REIMBURSEMENT RATES

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