



Contract Review Sheet

HE-5209-23 (1)

Intergovernmental Agreement #: HE-5209-23 Amendment #: 1

Contact: Sarah Ortiz Department: Health and Human Services

Phone #: (503) 584-4898 Date Sent: Thursday, February 23, 2023

Title: Online Food Handlers Training and Testing

Contractor's Name: Lane County, OR

Term - Date From: January 1, 2020 Expires: December 31, 2024

Original Contract Amount: \$181,000.00 Previous Amendments Amount: \$160,000.00

Current Amendment: \$0.00 New Contract Total: \$341,000.00 Amd% 88%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: _____

Description of Services or Grant Award

Lane County will provide access to on-line food handler testing for MC residents, Lane reimburses Marion for each test

Desired BOC Session Date: 3/22/2023 BOC Planning Date: 3/9/2023

Files submitted in CMS: 3/1/2023 Printed packet & copies due in Finance: 3/7/2023

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 22, 2023

Department: Health & Human Services Agenda Planning Date: 3/9/2023 Time required: 10

 Audio/Visual aids

Contact: Sarah Ortiz Phone: 503-584-4898

Department Head Signature:

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TITLE	Online Food Handlers Training and Testing
Issue, Description & Background	Lane County will provide access to on-line food handler testing for MC residents, Lane reimburses Marion for each test
Financial Impacts:	Lane County (Amendment 1 adds \$160,000.00. Total not to exceed \$341,000.00)
Impacts to Department & External Agencies	Health and Human Services does not anticipate any impacts to other departments
Options for Consideration:	1. Approval of HE-5209-23, Amendment 1 2. Deny Approval of HE-5209-23, Amendment 1 3. Take no action at this time
Recommendation:	Health and Human Services recommends the approval of HE-5209-23, Amendment 1
List of attachments:	HE-5209-23 Online Food Handlers Training and Testing - Lane County original IGA 55194 HE-5209-23 Online Food Handlers Training and Testing - Lane County IGA 55194 Amendment 1
Presenter:	Katrina Griffith

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: sortiz@co.marion.or.us

**REQUEST FOR AUTHORIZATION OF CONTRACT
HE-5209-23**

Date: February 23, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Sarah Ortiz

I. Subject: Reinstatement

The Marion County Health and Human Services Department is requesting approval to reinstate an Intergovernmental Agreement (IGA) as described in Section 10-0570 of the Marion County Public Contracting Rules. The IGA is an incoming funds agreement with Lane County, OR for Online Food Handlers Training and Testing with a value of \$181,000.00 and will be reinstated effective to 1/1/2023 upon approval.

A. BACKGROUND

Amendment 1 extends the IGA from January 1, 2023, through December 31, 2024, and adds an additional income of \$160,000 to the agreement for a new total of \$341,000. The amendment was not processed in a timely manner due to the original IGA not being properly executed.

B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

The failure to extend IGA amendment 1 in a timely manner was due to unforeseen circumstances. The amendment is within the 90-day requirement, there are no changes to the statement of work, and Amendment 1 does not increase the rate of compensation.

Submitted by:

Reviewed by:

Sarah Ortiz
Health and Human Services

Contracts & Procurement

Acknowledged by:

Acknowledged by:

Department Head

Jan Fritz, CAO

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	
_____ Authorized Signature	_____ Date
Signature:	

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

Insurance Reviewed:

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Ryan Matthews, Administrator Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
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

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

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

Digitally signed by Steve Mokrohisky
 DN: cn=Steve Mokrohisky, o=Lane
 County, ou=County Administration,
 email=diana.jones@lanecountyor.go
 v, c=US
 Date: 2021.07.07 09:50:15 -07'00'

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**

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- 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.
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- 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.