

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 YAMHILL 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, it 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;

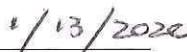
The terms of this Intergovernmental Agreement are contained in this document and the following documents which are included by reference as if incorporated herein:

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 are not relevant to this Intergovernmental Agreement

YAMHILL COUNTY	Federal I.D.:
 Authorized Signature	93-6002318
 Date	

 Digitally signed by Steve Mokrohisky DN: cn=Steve Mokrohisky, o=Lane County, ou=County Administration, email=diana.jones@co.lane.or.us, c=US Date: 2020.01.29 14:33:23 -08'00'		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

Insurance Reviewed:

Accepted by Yamhill County
 Board of Commissioners on
1/16/20 by Board Order
 # 20-21

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.