Contract Review Sheet

Intergovernmental Agreement **HE-7358-26**

Title: **Online Food Handlers Training and Testing**

Contractor's Name: **Lane County, OR**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Jennifer Conrod** Phone #: **(503) 588-5409**

Term - Date From: **January 1, 2027** Expires: **December 31, 2029**

Original Contract Amount: **$ 151,000.00** Previous Amendments Amount:

Current Amendment: **$ -** New Contract Total: **$ 151,000.00** Amd% **0%**

Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **ORS190 Intergovernmental Agreement**

Description of Services or Grant Award

Intergovernmental agreement (IGA) between Lane County and Marion County Health & Human Services (MCHHS) for the provision of Oregon food handler card services. The agreement establishes responsibilities for online and, when necessary, in-person food handler training, testing, card issuance, payment processing, customer support, reporting, and fee reimbursement. Lane County will maintain the online Food Handler Card website, issue cards valid statewide for three years, process online payments, provide program support, and reimburse MCHHS a portion of fees generated by MCHHS residents. MCHHS will direct residents to the Lane Food Handler Card website, provide in-person services if needed, and coordinate with the Oregon Health Authority regarding website information and program authority. This IGA replaces #55194 for a not to exceed amount of $151,000.

Desired BOC Session Date:	**12/2/2026**	Contract should be in DocuSign by:	**11/11/2026**
Agenda Planning Date	**11/19/2026**	Printed packets due in Finance:	**11/17/2026**
Management Update	**11/3/2026**	BOC upload / Board Session email:	**11/18/2026**

BOC Session Presenter(s) **Alisa Zastoupil** Code: **Y**

REQUIRED APPROVALS

Sandra L. Hixson	10/20/2026	Kristina Ballow (Oct 16, 2026 06:54:47 PDT)	10/16/2026
Finance - Contracts	Date	Contract Specialist	Date
Jennifer Rogers	10/22/2026	Jan Fritz Jan Fritz (Oct 22, 2026 09:03:21 PDT)	10/22/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/2/26

Department: Health & Human Services

Title: Online Food Handlers Training and Testing

Management Update/Work Session Date: 11/03/26 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Kristina Ballow **Phone:** 503-588-5409

Requested Action:
Approve the Intergovernmental Agreement (IGA) between Lane County and Marion County Health & Human Services for Oregon food handler card services, replacing IGA #55194 for $151,000 beginning January 1, 2027 though December 31,2029.

Issue, Description & Background:
IGA between Lane County and Marion County Health & Human Services (MCHHS) for the provision of Oregon food handler card services. The agreement establishes responsibilities for on-line and in-person food handler training, testing, card issuance, payment processing, customer support, reporting, and fee reimbursement. Lane County will maintain the on-line Food Handler Card website, issue cards valid statewide for three years, process on-line payments, provide program support, and reimburse MCHHS a portion of fees generated by MCHHS residents. MCHHS will direct residents to the Lane Food Handler Card website, provide in-person services if needed, and coordinate with the Oregon Health Authority regarding website information and program authority. This IGA replaces #55194 for a not to exceed amount of $151,000.

Financial Impacts:
Health and Human Services anticipates no financial impact to other departments.

Impacts to Department & External Agencies:
NA

List of attachments: Contract Review Sheet, Lane County contract

Presenter: Alisa Zastoupil

Department Head Signature: Troy Gregg
Troy Gregg (Oct 20, 2026 10:51:48 PDT)

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, a political subdivision of the State of Oregon, hereinafter referred to as AGENCY, for the period commencing January 01, 2027 to and including December 31, 2029.

WHEREAS, ORS 190.010 provides 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: and

WHEREAS the remittances to Marion County are not anticipated to exceed $151,000 during the term of the Agreement; and 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 10-09-2024
EXHIBIT B dated 09-16-2026
EXHIBIT C dated 09-16-2026
Regardless of any statement to the contrary in this Intergovernmental Agreement EXHIBIT A is not relevant to this Intergovernmental Agreement.

Each of the parties designates the individual listed below as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

MARION COUNTY	
Contract Liaison: Kristina Ballow Contracts Specialist Health_Contracts@co.marion.or.us HEALTH AND HUMAN SERVICES SALEM, OR 97301	
Troy Gregg Troy Gregg (Oct 20, 2026 10:51:48 PDT) Authorized Signature — Date: 10/20/2026 Executive Director: Troy Gregg HHS Administrator TGregg@co.marion.or.us HEALTH AND HUMAN SERVICES SALEM, OR 97301-4592	

Lane County, Oregon	
County: Steve Mokrohisky — Date County Administrator	Authorized Representative: Collette M. Christian Program Services Coord 2 collette.christian@lanecountyor.gov 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. Public Body Status: In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted to them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

3. 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 State of Oregon implementing the foregoing laws, or any other applicable federal or state confidentiality law.

4. Indemnity/Hold Harmless: To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

5. Modification and Termination:
   a. Modification. No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
   b. 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.
   c. Non-Appropriation. Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

6. Authorized Representative: Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this Agreement, notice may be given to the person executing the Agreement on behalf of that party.

7. Precedence: In the event of a conflict between the requirements of any documents in this Contract, the conflict must be resolved in the following order of precedence: first, this Lane County Contract Boilerplate then in order: Exhibit C, Exhibit B, other Exhibits.

8. Miscellaneous Provisions:
   a. Disputes. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
   b. Waiver. Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
   c. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
   d. Governing Law, Forum, and Venue. All matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
   e. Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.
   f. No Third-Party Beneficiaries. County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
   g. Headings. The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
   h. Force Majeure. Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
   i. Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
   j. Merger. This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.
   k. Compliance with Law, ADA. County and Agency agree to comply with all federal, state and local laws applicable to the parties or the subject matter of this Agreement. During the performance of this Agreement, the parties will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973.

9. Exhibits: This Agreement 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

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.

SIGNATURE PAGE FOR
ONLINE FOOD HANDLERS TRAINING AND TESTING - HE-7358-26
between
MARION COUNTY and LANE COUNTY, OR

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: Troy Gregg (Oct 20, 2026 10:51:48 PDT)	10/20/2026
Department Director or designee	Date
Authorized Signature: Jan Fritz (Oct 22, 2026 09:03:21 PDT)	10/22/2026
Chief Administrative Officer	Date
Reviewed by Signature:	10/22/2026
Marion County Legal Counsel	Date
Reviewed by Signature:	10/20/2026
Marion County Contracts & Procurement	Date