

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Public Health (CCPH)

CCPH SR2016\_133

**DATE:** October 20, 2016

**REQUESTED ACTION:**

Board of County Councilors approval of Interlocal Contract HDC.828 between Tacoma Pierce County (TPC) and Clark County Public Health for the term of January 1, 2017 through December 31, 2021. Director to sign contract and amendments. Remuneration under this agreement is up to \$50,000.

Consent     Hearing     County Manager

**BACKGROUND:**

This is an Interlocal contract between TPC and the CCPH to issue food handler worker cards. The contract permits CCPH to utilize online training and testing meeting State and Local regulations regarding proper food handling. The agreement indemnifies these collaborative efforts to benefit both counties by providing a contract to describe the scope of work and the allocation of fees. Please see agreement attached. Authorization for Public Health Director to sign contract and subsequent amendments. Furthermore, there is remuneration under this agreement up to \$50,000.

**COUNCIL POLICY IMPLICATIONS**

N/A

**ADMINISTRATIVE POLICY IMPLICATIONS**

N/A

**COMMUNITY OUTREACH**

N/A

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	50,000
Grant Fund Dollar Amount	
Account	1025 Public Health
Company Name	Tacoma Pierce County

**DISTRIBUTION:**

*OK*  
*[Signature]*

PH 1633

**INTERLOCAL AGREEMENT  
BETWEEN  
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT  
And  
CLARK COUNTY**

This Interlocal Agreement is made and entered into by and between the **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **CLARK COUNTY** hereinafter referred to as the **Local Health Jurisdiction**. The **DEPARTMENT** and the **Local Health Jurisdiction** are collectively referred to as the "parties."

**I. RECITALS**

WHEREAS, the **DEPARTMENT** and the **Local Health Jurisdiction** are local health departments as provided for under Chapters 70.05, 70.08, or 70.46 RCW, with authority under Chapter 246-217 WAC to issue food worker cards; and

WHEREAS, it is the purpose of this Interlocal Agreement to provide for the funding and execution of services as described in Addenda A and B, attached hereto and incorporated herein; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to RCW 39.34.080.

**II. DEFINITIONS**

As used herein, the following terms shall have the meanings set forth below:

- A. **Agreement** means this Interlocal Agreement together with the attached Addenda, and any other documents incorporated therein. Any oral representations or understandings not incorporated herein are excluded. Attached hereto and made a part hereof for all purposes are the following:

Addendum	Number of Pages	Description
A	2	Scope of Work
B	1	Allocation of Fees

- B. **Department Representative** means the individual or individuals designated and authorized by the **DEPARTMENT** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- C. **Local Health Jurisdiction's Representative** means the individual designated and authorized by the **Local Health Jurisdiction** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- D. **Services** means all work performed by the **DEPARTMENT** or the **Local Health Jurisdiction** pursuant to and governed by this Agreement, including Addenda A and B.

**III. TERM**

The term of this Agreement shall be: January 1, 2017 through December 31, 2021, unless amended or terminated earlier pursuant to the terms and conditions herein. Should this Agreement be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date.

**IV. PAYMENT**

Payment for the services described in Addendum A shall be provided as set forth in Addendum B, attached hereto and incorporated by reference.

#### **V. HOLD HARMLESS**

Except as otherwise provided herein, each party shall defend, protect, and hold harmless the other party, and its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage and expense, including but not limited to costs and attorney's fees, because of claims, suits and/or actions arising from any negligent or intentional act or omission asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by that party's appointed or elected officials, employees, and agents.

#### **VI. RECORDS MAINTENANCE**

The **DEPARTMENT** and the **Local Health Jurisdiction** shall each maintain books, records, documents, and other materials, including but not limited to online data, that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to copying, inspection, review, or audit by personnel of either party, and other personnel duly authorized by law. The **DEPARTMENT** shall retain all books, records, documents, online data, and other material relevant to the services described in Addendum A, which materials shall be made available to the **Local Health Jurisdiction** upon request.

#### **VII. TERMINATION**

Except as otherwise provided for herein, either party may terminate this Agreement by giving the other party at least one hundred eighty (180) days written notice. If this Agreement is so terminated, each party shall be liable only for performance in accordance with the terms stated herein for services rendered prior to the effective date of termination.

#### **VIII. CHANGE IN FUNDING**

If the funding authorities of the **DEPARTMENT** (*Federal, State, and local agencies*) fail to appropriate funds to enable the **DEPARTMENT** to continue payment as specified in this Agreement or if the Board of Health reduces the budget of the **DEPARTMENT** or any program(s) and, as a result of the Board of Health's action, the **DEPARTMENT's** Director of Health determines there are insufficient funds to continue payment as specified in this Agreement, then the **DEPARTMENT** may modify or cancel this Agreement without penalty provided that the **Local Health Jurisdiction** receives at least ninety (90) days prior written notice of lack of appropriated funds as the reason for the modification or termination. Any modification of this Agreement shall be effective only upon incorporation into a written amendment as set forth in Section XI.

#### **IX. INTERPRETATION**

In the event of an inconsistency found in the terms and conditions contained within this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations;
- Addenda A and B; and
- The provisions of this Agreement.

#### **X. PERFORMANCE**

The **DEPARTMENT** shall perform all services in accordance with all applicable professional standards and agrees that it will use only qualified, competent personnel in the execution of these services.

#### **XI. AMENDMENTS**

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement. No changes to this Agreement are valid or binding on either party unless first reduced to writing and signed by the Representatives of both parties.

**XII. NON-DISCRIMINATION**

Each party covenants that in providing the services described in Addendum A, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto on the grounds of marital status, presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, race, creed, color, national origin, age, religion, gender, sexual orientation, disabled veteran status or Vietnam Era Veteran status.

**XIII. DISPUTES**

This Agreement shall be administered and interpreted under the laws of the State of Washington. In the event that a dispute arises in the interpretation or application of this Agreement, both parties are to proceed to good faith negotiation to resolve said disputes. The parties may also agree in writing to mediation if negotiation is not successful in resolving the dispute. However, in the event such disputes cannot be resolved, the dispute may be appealed to the parties' Local Health Officer or his /her designee for resolution. In the event the Local Health Officers are unable to resolve the dispute, either party may pursue relief in Superior Court. Jurisdiction of litigation arising from this Agreement shall be in the State of Washington. Venue for all actions arising pursuant to this Agreement shall lie within Pierce County, Washington.

**XIV. SERVICES MANAGEMENT**

The work described in Addendum A shall be performed under the coordination and cooperation of both party representatives. Each party shall provide assistance and guidance to the other party as necessary for the successful performance and goals of this Agreement.

**XV. ALL WRITINGS CONTAINED HEREIN**

This Interlocal Agreement contains all the terms and conditions acknowledged by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto. This Agreement supersedes any prior written agreements between the parties relating to the work described in Addendum A.

**IN WITNESS THEREOF** the parties hereto have executed this Agreement as of the date(s) set forth below.

**DEPARTMENT Authorized Signature**

BOARD OF COUNTY COUNCILORS  
OF CLARK COUNTY, WASHINGTON

Marc Boldt, Chair  
Date NOV

APPROVED AS TO  
ANTHONY F GOLIK  
Prosecuting Attorney

Jane Vetto, Deputy Prosecuting Attorney  
Date 11/11/16



\_\_\_\_\_  
Frank DiBiase  
Division Director Date

\_\_\_\_\_  
Christopher Schuler  
Business Manager Date

Tacoma-Pierce County Health Department  
3629 South D Street, MS 001  
Tacoma, WA 98418  
(253) 798-2899

Clark County Public Health  
1601 E Fourth Plain Blvd.  
Vancouver, WA 98661  
360-397-8000

**ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS**

This Addendum A applies to Agreement #1059-03-2021 between The TACOMA-PIERCE COUNTY HEALTH

DEPARTMENT (**DEPARTMENT**) and **CLARK COUNTY (Local Health Jurisdiction)**. In addition to the terms and conditions set forth in the Agreement, the parties agree as follows.

1. **Local Health Jurisdiction's Responsibilities:**

- 1.1. Authorize the **DEPARTMENT** by means of this Agreement to act as the **Local Health Jurisdiction's** "Designated Agent" and provide online food worker training, testing and card issuance to residents of Clark County and any out-of-state residents who state they work in Clark County, as permitted under Chapter 246-217 WAC.
- 1.2. Hold the **DEPARTMENT** harmless from any actual or purported loss of online food worker training, testing and card issuance income during times of unavoidable lack of access to the **DEPARTMENT's** training, testing and card issuance web site.
- 1.3. Maintain the security of the data originating from and contained in the online food worker card database. This includes but is not limited to adhering to the standard practices for strong password generation and user account management. The **Local Health Jurisdiction** shall not grant unauthorized parties access to the confidential data originating from or contained in the online food worker card database.

2. **The DEPARTMENT's Responsibilities:**

- 2.1. Provide online food worker training, testing and card issuance services as a designated agent of the **Local Health Jurisdiction** in accordance with the State of Washington's requirements under Chapter 246-217 WAC.
- 2.2. Ensure a good-faith effort to maintain a training, testing and card issuance web site that functions and is accessible to residents of Clark County and any out-of-state residents who state they work in Clark County.
- 2.3. Provide **Local Health Jurisdiction** with the location of a website to which residents of Clark County and any out-of-state residents who state they work in Clark County may be directed for online training, testing and card issuance. The **DEPARTMENT** may change the location of the website, but must provide re-direction to a new site with a minimum of thirty (30) days advance notice to **Local Health Jurisdiction**.
- 2.4. Provide access to the software to print a food worker card with the **Local Health Jurisdiction** logo which shall be valid throughout the State of Washington for a minimum period of two years from the date of issuance.
- 2.5. Establish a secure online payment gateway and service that will permit online payment services via, credit cards, including but not limited to Visa and MasterCard, as well as debit cards.
- 2.6. Provide and pay for an online maintenance agreement with an outside contractor to provide technical support of the website and online programming of the online food worker card software.
- 2.7. Provide **Local Health Jurisdiction** with a written statement of income on a quarterly basis, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information.
- 2.8. Provide support and service to **Local Health Jurisdiction** during regular **DEPARTMENT** hours of operation to ensure **Local Health Jurisdiction** has the ability to respond to queries from residents of Clark County and any out-of-state residents who state they work in Clark County.

3. **Public Records Requests.**

- 3.1 The **DEPARTMENT** holds the records and data generated by the Food Workers Card software as the **Local Health Jurisdiction's** designee. The **DEPARTMENT** will provide all such materials to the

**Local Health Jurisdiction** in response to any public record request the **Local Health Jurisdiction** may receive relating to the Food Workers Card database. The **Local Health Jurisdiction** will be responsible for releasing the records to the requester in accordance with Chapter 42.56 RCW and Chapter 44-14 WAC. When the **Local Health Jurisdiction** requests records, the **Local Health Jurisdiction** must clearly describe the records that are being requested. The **DEPARTMENT** will notify the **Local Health Jurisdiction** as to the number of days it will take to gather the responsive records. Any public records requests received by the **DEPARTMENT** will be fulfilled by the **DEPARTMENT**. In the event the **DEPARTMENT** receives a request for public records regarding the **Local Health Jurisdiction's** records, the **DEPARTMENT** will notify the **Local Health Jurisdiction** of the request prior to releasing the records.

4. **Liaisons for the Agreement:**

On behalf of the **DEPARTMENT:**

Donald Foreman  
Environmental Health Specialist III  
Tacoma-Pierce County Health Department  
3629 S D Street  
Tacoma, WA 98418  
Phone: (253) 798-3515  
Fax: (253) 798-6539  
Email: [dforeman@tpchd.org](mailto:dforeman@tpchd.org)

On behalf of the **Local Health Jurisdiction:**

Holly Barnfather  
Procurement and Contract Coordinator  
Clark County Public Health  
PO Box 9825  
Vancouver, WA 98666  
Phone: (360) 397-8226  
Fax (360) 397-8091  
Email: [CntyHealthGrantContract@clark.wa.gov](mailto:CntyHealthGrantContract@clark.wa.gov)

### **ADDENDUM B: ALLOCATION OF FOOD WORKER CARD FEES**

This Addendum B applies to Agreement #1059-03-2021 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **CLARK COUNTY (Local Health Jurisdiction)**. In addition to the terms and conditions set forth in the Agreement and Addendum A, the parties agree as follows:

#### **1. Fee Allocation and Method of Payment:**

- 1.1. During the period January 1, 2017 through December 31, 2021, the **DEPARTMENT** will collect on behalf of the **Local Health Jurisdiction** the maximum fee established under Chapter 246-217 WAC, as now or hereafter amended.
- 1.2. The **DEPARTMENT** will retain a \$3.00 per card fee as payment for the services described in this Agreement from each online food worker card issued online to a resident of Clark County and any out-of-state resident who states he or she works in Clark County and who enters the [www.foodworkercard.wa.gov](http://www.foodworkercard.wa.gov) testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.3. The **DEPARTMENT** may impose and retain a surcharge or equivalent assessment intended to recoup any credit card processing fees. Such a surcharge or equivalent assessment will be paid directly by the food worker (not by the **Local Health Jurisdiction**), and shall not be included in the fee allocations and methods of payment described elsewhere in this section.
- 1.4. If the actual and indirect costs incurred by the **DEPARTMENT** to provide the services described in this Agreement exceed \$3.00 per card, the **DEPARTMENT** may, in its sole discretion, increase the amount it retains as payment for services to offset the difference and the amount remitted to the **Local Health Jurisdiction** will be reduced. Written notice of rate increases, if any, will be provided in writing ninety (90) days in advance to the **Local Health Jurisdiction**.
- 1.5. The **DEPARTMENT** will retain a \$1.00 per card fee for the services described in this Agreement from each replacement food worker card issued online to a resident of Clark County and any out-of-state resident who has lost his or her original food worker card; provided, he or she works in Clark County, purchases a replacement— food worker card without taking the online test, and enters the [www.foodhandlerscard.com](http://www.foodhandlerscard.com) testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.6. If a food worker from a **Local Health Jurisdiction** challenges the validity of a payment for an online food worker card and the credit card company charges back or reverses the payment, the **Local Health Jurisdiction** agrees to pay any fees and costs associated with the cost of the reversal. Currently these fees are \$25.00 per transaction in addition to the actual amount reversed.
- 1.7. The **DEPARTMENT** shall remit monies owed to the **Local Health Jurisdiction** on a quarterly basis, together with a written statement of income received, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information. Said funds and the quarterly statement shall be mailed to the **Local Health Jurisdiction** at the address stated below within 20 business days of the end of the quarter.
- 1.8. At the written request of the **Local Health Jurisdiction Representative** the **DEPARTMENT** may enter into agreements with institutions such as Department of Corrections to provide food worker cards for residents of Clark County that are not permitted internet access. The **DEPARTMENT** will retain \$10.00 per card fee for this service.

2. **Remittance Address:** DEPARTMENT will remit payment to the address stated below:

Clark County Public Health  
PO Box 9825  
Vancouver, WA 98666  
Phone: (360) 367-8000

3. **Accounting Information:**

3.1. Source of Funding: N/A

3.2. DEPARTMENT Program Number: 1059-Food Safety