



ISSUE PAPER

December 7, 2016

Issue: Revisions to Environmental Health Intergovernmental Agreement (EH IGA)

Background:

- Prior to 2015-17 biennium, a work group made some revisions to the EH IGA, but the group understood that additional revisions would need to be negotiated prior to a new EH IGA being executed effective July 1, 2017.
- A work group with county counsels, local public health administrators, local environmental health supervisors, Department of Justice attorney, PHD program staff, and OSPHD representation convened from January through November 2016 to negotiate revisions.
- The group agreed upon a new EH IGA and the draft is being vetted with the OHA/DHS County Contracts group, CLEHS and CLHO. Once agreement has been reached, the agreement will be executed effective July 1, 2017.

Description of Changes:

- Simpler IGA format.
- Six-year agreement, with option for amendment.
- Instead of specific remittance amounts, the formula for calculating remittance fees is included.
- Ability for county to pre-pay final invoice for a fiscal year.
- Specific OHA responsibilities outlined, including but not limited to:
 - Training for local staff;
 - Providing specific printed materials and process for addressing translation needs;
 - Sharing OHA EH program budget information;
 - Including CLEHS representatives and a local public health administrator in annual program planning and reporting program activities annually; and
 - Consulting with CLEHS prior to major changes to programs to the extent possible and feasible.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT # _____

**OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

This Agreement is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and _____ County, the Local Public Health Authority (“LPHA”), acting by and through its Health and Human Services Department, each a “Party” and together, the “Parties.”

SECTION 1. AUTHORITY

- ORS 446.310 to 446.350 establishes a state licensure program for tourist facilities.
- Upon request from a county, ORS 446.425 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 446.310, 446.320, 446.330 to 446.340, 446.345, 446.350 and 446.990 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 448.005 to 448.090 establishes a state licensure program for pool facilities.
- Upon request from a county, ORS 446.100 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 448.005, 448.011, 448.020 to 448.035, 448.040 to 448.060 and ORS 448.100 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, licensing, inspections, enforcement and issuance and revocation of permits and certificates in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 624.010 to 624.121 establishes a state licensure program for restaurants and bed and breakfast facilities.
- ORS 624.310 to 624.340 establishes a state licensure program for commissaries, mobile units, warehouse and vending machines.
- ORS 624.510 requires OHA to enter into this Agreement with a LPHA delegating to the

LPHA the administration and enforcement within the jurisdiction of the LPHA of the powers, duties and functions of the OHA director under ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992. This Agreement must describe the powers, duties and functions of the local public health authority relating to fee collection, licensing, inspections, enforcement, civil penalties and issuance and revocation of permits and certificates, standards for enforcement by the LPHA and the monitoring to be performed by the OHA.

SECTION 2. PURPOSE

The purposes of this Agreement are:

- For OHA to delegate responsibility to LPHA for carrying out these programs:
 - The tourist facility program in ORS 446.310 to 446.350 pursuant to ORS 446.425(1);
 - The pool facility program in ORS 448.005 to 448.090 pursuant to ORS 448.100(1); and
 - The restaurant, bed and breakfast facility, commissary, mobile unit, warehouse and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992 pursuant to ORS 624.510(1).
- To establish the duties, standards and responsibilities of the LPHA in carrying out the delegated duties.
- To establish OHA's duties and responsibilities under this Agreement to enable the LPHA to meet the requirements of the delegation and to provide for OHA's review and monitoring of the county's performance.

SECTION 3. EFFECTIVE DATE

This Agreement shall become effective on the date this Agreement has been fully executed by each Party and, when required, approved by Department of Justice or on **July 1, 2017**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination or expiration shall not extinguish or prejudice either Party's right to enforce this Agreement with respect to any default by the other Party that has not been cured.

This Agreement supersedes and replaces any previous delegations of authority under ORS 446.425, 448.100, and 624.510.

SECTION 4. AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Name: _____
Title: _____
Date: _____
Phone: _____
Email: _____

4.2 COUNTY'S AUTHORIZED REPRESENTATIVE IS:

Name: _____
Title: _____
Date: _____
Phone: _____
Email: _____

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5. DEFINITIONS

- “CLEHS” means the Conference of Local Environmental Health Supervisors.
- “FIPP” means the Foodborne Illness Prevention Program.

SECTION 6. LPHA RESPONSIBILITIES

LPHA accepts OHA's delegation of authority to carry out the following programs:

- Tourist facility program in ORS 446.310 to 446.350 and 446.990;
- Pool facility program in ORS 448.005 to 448.090; and
- Restaurant, bed and breakfast facility, commissary, mobile unit, warehouses and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992.

Pursuant to OHA's delegation of authority, LPHA shall:

- 6.1 Carry out the statutes and rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement in ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.
- 6.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
 - For the tourist facility program, fifteen percent (15 %) of the state licensing fee or fifteen percent (15 %) of the county licensing whichever is less collected by county that quarter, in accordance with ORS 446.425;
 - For the pool facility program, in the amount of \$45, for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
 - For the restaurant, bed and breakfast facility, commissary, mobile unit, warehouses and vending machine licensing program, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA's food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490. For example for the 2015-2016 biennium OHA's total food program costs were \$739,053. The total projected restaurant licensing revenue for all LPHAs was \$5,276,534. $\$739,053 / \$5,276,534 = 14.01 \%$.
 - For the final invoice of a given fiscal year, LPHA may request an invoice in advance of the actual due date and pay the required licensing fees in advance.
- 6.3 Provide to OHA's Agreement Administrator with each remittance a written summary report that:
 - Describes all work performed with particularity and by whom it was performed;
 - Itemizes and explains each remittance category contained in the report; and
 - Includes the total amount remitted to date by LPHA prior to the current remittance.

SECTION 7. OHA RESPONSIBILITIES

OHA hereby delegates authority to administer the following programs to the LPHA:

- The tourist facility programs in accordance with 446.425;
- The pool facility program in accordance with 448.100(1); and
- The restaurant, bed and breakfast facility, commissary, mobile unit and vending machine licensing programs to the LPHA in accordance with ORS 624.510.

To enable LPHA to carry out its delegated duties under this agreement, OHA shall:

- 7.1 Provide training to LPHA staff including at least one annual conference relating to the food, pool and lodging programs and one in-person regional meeting. OHA will cover the costs for these meetings such as registration, room rental, food and beverages, and speaker fees but will not cover LPHA staff travel expenses (e.g. lodging, mileage, per diem beyond meals provided, etc.).
- 7.2 Provide a statewide computer licensing and inspection program and database for use by LPHA's. OHA will provide support and technical assistance to users of the system. OHA will develop a communication protocol to provide direction on how to request support and technical assistance from contract vendors or FIPP staff.
- 7.3 Provide at no cost, printed materials required in statute or rule that are necessary to implement the programs and are listed on OHA General Requisition for 34-00A, such as but not limited to handwashing placards, compliance stickers, inspection forms, closure orders and license applications. OHA will consult with the CLEHS to determine additional printing needs.
- 7.4 Ensure access to electronic versions of the administrative rules, food handlers manuals and other educational materials.
- 7.5 Work with the CLEHS, using the Four-Factor Analysis adopted by the federal Department of Health and Human Services to determine which forms and documents need to be translated into Spanish, and which forms and documents will be provided to the LPHA in printed form.

In addition, work with CLEHS using the following Four Factor analysis to determine which forms and documents need to be translated into other languages and applicable timelines. The Four Factors are:

- The number or proportion of limited English proficiency (LEP) persons eligible to

- be served or likely to be encountered by the LPHA;
- The frequency with which LEP individuals come into contact with the LPHA's environmental health services program;
- The nature and importance of the program, activity or service provided by the LPHA to its beneficiaries; and
- The resources available to OHA and the costs of interpretation/translation services.

LPHA is responsible for translating and/or printing any materials in additional languages to meet their own local needs in compliance with any applicable federal standards.

- 7.6 Provide consultation and technical assistance to LPHA's to support implementation of the administrative rules and other laws enforced by LPHA under this Agreement relating to the food, pool and tourist facility programs.
- 7.7 Provide FIPP standardization and certificate of completion to at least one person in each LPHA as required in OAR 333-012-0060(3).
- 7.8 Provide training to LPHA staff on public pool plan review.
- 7.9 Provide public pool plan review and construction inspection services.
- 7.10 Provide LPHA with information relating to the status of variance applications within the LPHA's jurisdiction and communicate when necessary with LPHA's Environmental Health Supervisor if the status changes.
- 7.11 In September of each year, provide the LPHA with the FPLHS program budget and expenditures and provide a list of all county remittance fees for review at a regularly scheduled CLEHS meeting. Starting July 1, 2017, this information shall be provided on a quarterly basis. Starting July 1, 2019, and thereafter, this information shall be provided semi-annually. OHA will communicate the amount of the remittance fee by US Mail to the LPHA.
- 7.12 In March of each year convene a workgroup consisting of CLEHS representatives, a local public health administrator and food service industry members to review and provide recommendations for the Annual Foodborne Illness Prevention Program and Public Pool and Tourist Facility Program Plans. OHA staff shall provide the workgroup and CLEHS members with a report summarizing program activities from the previous year.
- 7.13 Consult with CLEHS prior to any substantive modification to the Annual Foodborne Illness Prevention Program and Public Pool and Tourist Facility Program Plans and, in a

timely manner, consult with CLEHS regarding any other major changes to those programs that affect the LPHA, to the extent possible and feasible.

- 7.14 Provide personnel to LPHA to perform inspection services in the case of an emergency.
- 7.15 Comply with applicable provisions of ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.

SECTION 8. CONFLICT RESOLUTION

The Parties agree to meet, in person if possible, to discuss any conflict that arises between the Parties concerning this Agreement and to work in good faith to resolve the matter in a way that is mutually agreeable.

SECTION 9. REVIEW OF AGREEMENT

The Parties will review this Agreement every five years or sooner upon the agreement of both Parties.

SECTION 10. SUSPENSION AND TERMINATION

- 10.1 Either Party may terminate this Agreement upon 180 days written notice to the other Party.
- 10.2 OHA may terminate this Agreement in accordance with OAR 333-012-0070(6) to (8).
- 10.3 If the delegations in this Agreement are suspended or terminated the LPHA must return unexpended portion of the fees collected under ORS 446.425(2), 448.100(2) and 624.510(2) to OHA for carrying out the powers, duties and functions under ORS 446, 448 and 624.
- 10.4 The LPHA may terminate this Agreement if the LPHA requests a transfer of the LPHA's responsibilities to OHA in accordance with ORS 431.382, but such a termination does not take effect until 180 days after OHA receives the request.
- 10.5 Upon termination of this Agreement, LPHA shall have no further obligation to make remittance payments to OHA under this Agreement, except as specified in paragraph 10.3.
- 10.6 Any termination of this Agreement shall not prejudice any obligations or liabilities of either Party accrued prior to such termination.

SECTION 11. AMENDMENTS

11.1 The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.

11.2 This Agreement must be amended if the percentages or formulas for remittance in Section 6.2 change.

SECTION 12. NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address or number set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this section..

SECTION 13. SURVIVAL

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 14. SEVERABILITY

The Parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

SECTION 15. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

SECTION 16. LIABILITY AND INSURANCE

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

SECTION 17. DAS REPORTING REQUIREMENT

The Parties agree that OHA shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OHA shall submit a summary of this Agreement to the Oregon Department of Administrative Services through the electronic Oregon Procurement Information Network (ORPIN), within the 30-day period immediately following the Effective Date of the Agreement.

SECTION 18. RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 19. NO THIRD PARTY BENEFICIARIES

OHA and LPHA are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

SECTION 20. MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement 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.

SECTION 21. SUBCONTRACTS AND ASSIGNMENT

- 21.1 Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.
- 21.2 Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

SECTION 22. INDEMNIFICATION BY SUBCONTRACTORS.

LPHA shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising

from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LPHA's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

SECTION 23. ADDITIONAL PROVISIONS

23.1 Vendor or Sub-Recipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

☐ LPHA is a sub-recipient ☐ LPHA is a vendor ☒ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: _____

23.2 LPHA Data and Certification.

- a. **LPHA Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

LPHA Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The LPHA acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. LPHA further acknowledges that in addition to the remedies under this Agreement, if it makes

(or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:

- (1) The information shown in this Section 23.2., LPHA Data and Certification, is LPHA's true, accurate and correct information;
 - (2) To the best of the undersigned's knowledge, LPHA has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) LPHA and LPHA's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (4) LPHA is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) LPHA is not subject to backup withholding because:
 - (a) LPHA is exempt from backup withholding;
 - (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.
- c. LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA's signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY
ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT,
AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

6. Signatures.

LPHA Name

By:

Authorized Signature	Title	Date
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**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190
By:**

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Shannon Ofallon, Assistant Attorney General

Assistant Attorney General	Date
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Enter name of any other required Signatures (remove if not needed):

Authorized Signature	Title	Date
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Office of Contracts and Procurement:

Contract Specialist	Date
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**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT A
Subcontractor Insurance Requirements**

LPHA shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between LPHA and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. LPHA shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a contractor to work under a Subcontract when the LPHA is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom LPHA directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$1,000,000 must be included.
2. **PROFESSIONAL LIABILITY:** Covers any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

- ☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

Professional liability insurance is required for entities that employ professionals and when professional liability insurance is available for the profession.

3. **COMMERCIAL GENERAL LIABILITY:** Covers bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

- ☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. **AUTOMOBILE LIABILITY INSURANCE:** Required for first tier contractors when the scope of work includes transportation. Covers all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

- ☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

5. **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and LPHA 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT B
Required Sub-Contractor Provisions**

1. Subcontractor shall comply with all applicable provisions of this Agreement between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and LPHA.
2. Subcontractor shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.
3. Subcontractor shall make available to OHA or to any Client, any and all written materials in alternate formats in compliance with OHA’s policies or administrative rules. For the purposes of the foregoing, “written materials” includes, without limitation, all work product and subcontracts related to this contract.
4. Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, OHA or LPHA.
5. Section 22. INDEMNIFICATION BY SUBCONTRACTORS and Exhibit A Subcontractor Insurance Requirements are hereby incorporated into this Exhibit by reference.