**EXHIBIT C – IGA for local Oregon governments only**

**SUBCONTRACTOR INSURANCE**

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

1. obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "Subcontracts"), and
2. maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government 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, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government 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 which the Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

**INSURANCE TYPES AND AMOUNTS**

**WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY:**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than $500,000 each accident.

If Contractor is an employer subject to any other state’s workers’ compensation law, Contactor shall provide Workers’ compensation Insurance coverage for its employees as required by applicable workers’ compensation laws including Employers’ Liability Insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence and not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ annual aggregate limit.

**AUTOMOBILE LIABILITY:**

**Required**  **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

**Required**  **Not required**

Contractor shall provide Professional Liability Insurancecovering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per claim and not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

**NETWORK SECURITY AND PRIVACY LIABILITY:**

**Required**  **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to agency, State of Oregon or client data, whichever is longer, with a combined single limit of no less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment sard data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency, State of Oregon data.

**POLLUTION LIABILITY:**

**Required**  **Not required**

Contractor shall provide Pollution Liability Insurance covering Contractor’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract/Subcontract is required. Combined single limit per occurrence shall not be less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and not be less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract/Subcontract is also acceptable.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor’s primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor’s insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liablity and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor’s ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor’s insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

1. Contractor’s completion and Agency/Local Government’s acceptance of all Services required under the Contract, or
2. Agency or Contractor’s termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days’ written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency/Local Government acceptance. If requested by Agency/Local Government, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency/Local Government’s representatives responsible for verification of the insurance coverages required under this Exhibit.

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

**Required**  **Not required**

Contractor shall provide Directors, Officers and OrganizationLiability Insurancecovering Contractor’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds with a combined single limit of no less than $\_\_\_\_\_\_\_\_\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:**

**Required**  **Not required**

Contractor shall provide Employee Dishonesty or Fidelity Bond coverages for loss of state-owned property by dishonest acts of an employee of the Contractor. Coverage limits shall not be less than $ \_\_\_\_\_\_\_\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

**Required**  **Not required**

Contractor shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency/Local Government covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor’s employees and volunteers. Policy endorsement’s definition of an insured must include the Contractor, and the Contractor’s employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence. Any annual aggregate limit shall not be less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. These limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANEED AERIAL VEHICLE LIABILITY:**

**Required**  **Not required**

Contractor shall provide Drone/Unmanned Aircraft/Aerial Vehicle Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone’s payload and/or dispensable loads in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this Subcontract, and have no limitation of coverage to designated premises, project, operation, or territory of operation. Coverage must be written on an occurrence basis in a combined single limit amount of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence.

**MOTOR CARRIER CARGO LIABILITY:**

**Required**  **Not required**

Contractor shall provide Motor Carrier Cargo Liability Insurance covering loss to cargo in transit during the performance of this Subcontract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence must not be less than $ \_\_\_\_\_\_\_\_\_\_\_\_.

**AIRCRAFT LIABILITY:**

**Required**  **Not required**

Contractor shall provide Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence/aggregate.

**AIR CARGO LIABILITY:**

**Required**  **Not required**

Contractor shall provide Air Cargo Liability Insurance covering loss of cargo in transit during the performance of the Subcontract. Combined single limit per occurrence must not be less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence.

**AIRCRAFT AERIAL APPLICATION LIABILITY:**

**Required**  **Not required**

Contractor shall provide Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage must not be less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ combined single limit (alternate language if combined single limit cannot be provided: $ \_\_\_\_\_\_\_\_\_\_\_\_ per person and $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence for bodily injury and $\_\_\_\_\_\_\_\_\_\_\_ for property damage). This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

**GARAGE LIABILITY:**

**Required**  **Not required**

Contractor shall provide Garage Liability Insurance. Coverage must include Garage Keepers’ legal liability for autos left for service or repair with a combined single limit of not less than $ \_\_\_\_\_\_\_\_\_\_\_\_ combined single limit.

**GARAGE KEEPERS LEGAL LIABILITY:**

**Required**  **Not required**

Contractor shall provide Garage Keepers´ Legal Liability coverage for autos left for service, repair, storage, or safekeeping, with a combined single limit of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per location.

**BAILEE’S COVERAGE:**

**Required**  **Not required**

Contractor shall provide Bailee’s Insurance covering any and all Agency/Local Government property left in the care, custody, or control of the Contractor. Coverage must include valuable papers, including but not limited to microfilm. Coverage must be written on an occurrence basis. Combined single limit per occurrence shall not be less than $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for each site or location.

**MARINE PROTECTION LIABILITY:**

**Required**  **Not required**

Contractor shall provide Marine Protection Liability Insurance with a combined single limit per occurrence of not less than $ \_\_\_\_\_\_.