

**OREGON - IDAHO**  
RECIPROCAL WORKERS' COMPENSATION AGREEMENT

**I. Purpose:**

The State of Oregon, acting by and through its Department of Consumer and Business Services (DCBS), and the State of Idaho, acting by and through its Idaho Industrial Commission (IIC), desiring to resolve jurisdictional issues that arise when workers from one state temporarily work in another, enter into the following agreement (the "Agreement") to identify when the extraterritorial coverage of one state's workers' compensation laws will apply to those temporary workers in the reciprocating state.

**II. Who Is Affected by This Agreement:**

This Agreement affects the rights of workers and the responsibilities of their employers when a contract of employment arises in Oregon and the worker is temporarily working in Idaho, or when the contract of employment arises in Idaho and the worker is temporarily working in Oregon. For the purposes of this Agreement the state in which the employment arises is referred to as "the originating state". The state where the work is being temporarily performed is referred to as the "reciprocating state."

To be covered by this Agreement:

1. The employer must have the status of an "employer" under both Oregon and Idaho state workers' compensation laws;
2. A worker who performs work in the reciprocating state must have the status of an "employee" under Idaho state workers' compensation law and a "worker" under Oregon state workers' compensation law, and
3. The employer must have appropriate workers' compensation coverage providing coverage for the worker in the worker's originating state.

If the employer or the worker is not covered for workers' compensation in either Oregon or Idaho, the existence of this agreement does not affect or alter the rights a worker may have against the employer under the laws of either state.

**III. Basic Rule of Coverage:**

When a worker usually employed in Oregon and subject to Oregon workers' compensation law is temporarily working in Idaho, or when a worker usually employed in Idaho and subject to Idaho workers' compensation law is temporarily working in Oregon, then the reciprocating state agrees to exempt the application of its workers' compensation law to that worker's temporary employment under the following terms and conditions:

1. Employers must:
  - (a) secure the payment of workers' compensation benefits under the workers' compensation law of the worker's originating state, and
  - (b) pay premiums or be self-insured, if permissible by statute, in the originating state for the temporary work performed while in the reciprocating state.
2. Workers' compensation benefits for injuries and occupational diseases arising out of the temporary employment in the reciprocating state:
  - (a) shall be payable under the workers' compensation law of the worker's

originating state, and

(b) the originating state's law provides the exclusive remedy available to the injured worker.

**IV. Obligations of the Reciprocating State:**

The reciprocating state:

1. Shall approve a certificate of extraterritorial coverage issued by the originating state for an initial six (6) month period for employers who meet the conditions of this Agreement, provided the worker's presence in the reciprocating state is on a temporary basis;
2. Shall approve up to one (1) additional six-month extension upon a timely request by a previously approved employer provided the worker's presence in the reciprocating state is on a temporary basis;
3. Agrees that any request for approval of additional extraterritorial coverage timeframes that are not consecutive from the initial issuance of approval and which will encompass a total temporary work time over one (1) year in length may be approved or denied by Oregon or Idaho at their sole discretion, and
4. Agrees that if the employer's underlying policy providing coverage is cancelled or other conditions of this Agreement are not met the approval is void.

**V. Obligations of the Originating State:**

Upon request, a duly authorized official of IIC or DCBS in each state will issue a certificate of extraterritorial coverage to the other state when appropriate. When the certificate is issued it is prima facie evidence that the employer carries binding workers compensation insurance in the originating state.

**VI. When an Approval of Extraterritorial Coverage is Not Required:**

A certificate of extraterritorial coverage is not required for any worker based either in Oregon or Idaho whose regular duties may require travel of a short duration or on an infrequent basis into or through the borders of the reciprocating state. This Section VI only includes workers whose duties are solely related to the delivery of products or persons to locations in the other state and only if the worker begins and ends their workday at their employer's regular place of business.

**VII. Additional Conditions:**

This agreement will not apply to employment, even if temporary, which meets any of the following conditions:

1. Except for those workers qualifying under Section VI, above, the employer's presence in the state of temporary work assignment for purposes of conducting employment activities is expected to, or actually does, exceed 365 days in any 365-day period;
2. The employer has a permanent place of business in the state of temporary work assignment;
3. The worker was hired to work specifically in the state of temporary work assignment, or
4. The worker is a domiciled resident of the state of temporary work.

Either party may terminate the Agreement, without cause, by giving at least 10 days written notice to the other party to this Agreement.

The Agreement creates no rights or remedies, causes of action, or claims on behalf of any third person or entity against IIC or DCBS and is executed expressly and solely for coordination of issues under the workers' compensation laws of the party states. It is understood that the Agreement does not limit the applicability of either state's laws to a worker or employer from the

other state except as specifically provided herein.

Each party shall notify the other in writing of any changes to its statutory or decisional law that may affect this Agreement within 30 days after the enactment of the legislation or issuance of the judicial decision. Notice may be given by facsimile or electronic mail.


**VIII. Effective Date:**

This Agreement shall take effect immediately upon execution by both parties and in compliance with the laws of Oregon and Idaho. This agreement will remain in effect unless terminated pursuant to section VIII or modified, amended, or replaced in writing executed by both parties.

**IX. Signatures:**

OREGON DEPARTMENT OF CONSUMER AND BUSINESS SERVICES

Signed this 20<sup>th</sup> day of October, 2021, at Salem, Oregon

by:   
Sally Coen, Administrator  
Workers' Compensation Division

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Salem, Oregon

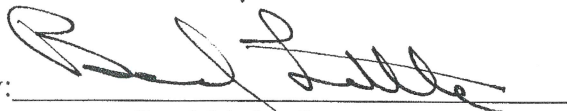
by: \_\_\_\_\_

IDAHO INDUSTRIAL COMMISSION

Signed this 21<sup>st</sup> day of July, 2021, at Boise, Idaho

by:   
Aaron White, Chairman  
Idaho Industrial Commission

Approved this 8<sup>th</sup> day of September, 2021, at Boise, Idaho

by:   
Brad Little, Governor

STATE OF IDAHO