

Vendor Name: _____ Vendor ID: _____ Contract ID: _____

Contract Description: _____

Legal Validity

| | Acceptable | Refer to Legal | Not applicable |
|--|-------------------------------------|--------------------------|--------------------------|
| 1. Parties: Does the contract specify the parties involved and is the person or people signing the agreement legally authorized to commit to the agreement? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Authorize signer: Is the person or people signing the agreement legally authorized to commit to the agreement? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Offer: Does the contract clearly explain what is being proposed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Acceptance: Has that offer been formally accepted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Consideration: Does the contract clearly state what each party will get in return for fulfilling the promises made in the contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Writing: Has the entire agreement been put into written form? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Terms

| | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Dates: Does the contract specify relevant timetables, such as dates for delivery or the length of the agreement? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Renewal Term: Does the contract contain a renewal provision? If so, does the District have to act to renew or will the contract renew automatically? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Penalties/Fees: If there are any penalties or fees assessed if certain actions are taken or not taken, does the contract clearly state what has to happen for the penalties or fees to apply? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Health District's Insurance Requirements: Does the District carry the type of insurance coverage that the contract requires? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Contracting Party's Insurance Requirements: Does the other party carry adequate insurance to cover the risks created by that party while performing his duties under the contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Proof of Contracting Party Complying with Insurance Requirements: Has the other party to the agreement shown proof of insurance coverage with a certificate of insurance and appropriate endorsements – indicating specific coverages, applicable limits, and naming the District as an additional insured? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Hold Harmless and Indemnity Clauses: Does the contract contain a provision that will “hold harmless, indemnify, and defend” the District or require the District to do so? If so, does the contract clarify that adequate insurance is available to cover these responsibilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Terms, Continued

| | Acceptable | Refer to Legal | Not applicable |
|---|--------------------------|--------------------------|--------------------------|
| 8. Waiver of Subrogation: If the District is required to waive its right to reimbursement against the other party, do you know if your insurance provider requires the District to waive the right to recover, in writing, before a loss takes place, and does the insurance company have to approve this? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Warranties/Disclaimers: Unless disclaimed, some agreements automatically contain warranties. Has the District's attorney reviewed the contract to ensure that each party has the appropriate level of responsibility? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Default: Does the contract list specific circumstances, actions, or failures that will be considered breaches of the agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Termination Clause: Does the contract define the circumstances that allow the other party to terminate the contract, or does the contract indicate what other options will be available to protect the interests of the non-breaching party? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Confidentiality Clause: Does the agreement include a requirement that both parties protect personal information, and is there a penalty for not doing so? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Assignment Clause: If the District wants the other party to specifically perform the contract, is there a provision stating that the District must give its written permission before the other party can engage someone else to fulfill its responsibilities? (This is called an "assignment.") | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Alternative Dispute Resolution Clause: Does the contract contain alternative dispute resolution language? Alternative dispute resolution language automatically triggers legal review. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Arbitration Clause: If arbitration is required, are rules clearly stated for selecting an arbiter from a reputable organization; for example, the American Arbitration Association? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Choice of Law Clause: Does another state's law govern the contract dispute, and is the other party inflexible in revising to the state/county of the District? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Compliance with Procure Policies: Is the process used for procurement of the goods or services compliant with the District's procurement policies? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Limitation of Damages: Does the contract limit the type or amount of damages the District can recover? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

19. **Bonding/Prevailing Wage:** Are bonding and/or payment of prevailing wages required, and if so, is that contained in the agreement?

Notes: _____

Completed by: _____ Date: _____

This completed assessment will be saved in the approval sheet to the contract.

Standard Language in Health District Contract Templates

Standard Indemnification Language:

Indemnification / Hold Harmless. [Other Party] shall defend, indemnify, and hold the District, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the [Other Party] and the District, its officers, officials, employees, and volunteers, the [Other Party's] liability, including the duty and cost to defend, hereunder shall be only to the extent of the [Other Party's] negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the [Other Party's] waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Public Records Requests. In addition to the above paragraph, when the District provides the [Other Party] with notice of a public records request per the above paragraph, [Other Party] agrees to save, hold harmless, indemnify and defend the District its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the [Other Party's] violation of the Public Records Act RCW 42.56, or [Other Party's] failure to produce public records as required under the Public Records Act.

The provisions of this section shall survive the expiration or termination of this agreement.

Dispute Language:

The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

Waiver of Subrogation:

The Contractor and the District waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.