

## CONTRACT CLAUSES CHECKLIST

<b>Contractor Name:</b>	<b>Contract Identification #:</b>
<b>Contractor TIN/SSN#:</b>	<b>NWESD Program Code:</b>
<b>Contractor Contact Phone:</b>	<b>NWESD Program Contact:</b>
<b>Is this a continuation of a current Contract?</b> <input type="checkbox"/> Yes or <input type="checkbox"/> No    If Yes, Program Code: _____ <i>And</i> current Contract No.: _____	
<b>Funding source?</b> <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other	
<b>Independent Contractor (IC) versus NWESD Employee Determination:</b> Contractor Determination Form Approved <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <u>scope of work approved for as described on Contractor determination form: Speaker/Presenter, Consulting Services, Other Contractual Services</u>  Date Contractor was approved from OC or determination form: _____	
<b>Fingerprinting/Background Check:</b>  1. <u>Will Contractor have access to children? Yes    No    If no, skip to contract clauses.</u> 2. <u>Will access be unsupervised?                      Yes    No</u> <u>If answer to 1 &amp; 2 is yes – fingerprinting is required.</u> <u>If answer to 1 is yes &amp; 2 is no – background check is required.</u> HR approval: _____ <u>Initials indicate appropriate documentation on contractor received &amp; contractor is eligible to perform work.</u>	

CONTRACT CLAUSES (are these present in the contract)?	Applicable to Contract	Yes (write page/ref #)	No (✓)	Don't know (✓)	N/A (✓)
<b>Assignment (Prohibition Against)</b> <i>Prohibits transfer of rights to a party outside of the Contract.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Assurances</b> <i>Ensures all activity pursuant to the contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Background Check</b> <i>Ensures Contractor's employees and volunteers who will have access to children shall have a record check through the Washington state criminal identification system and through the Federal Bureau of Investigation.</i> <b>Note: The background check must be done prior to contact with children!</b>	If may have contact with <b>Children</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Breach/Default Waiver</b> <i>Defines rights to waive or not to waive a breach or default of contract term or condition.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Contractor Certifications</b> <i>Certifies Contractor and its employees/agents as Independent of NWESD control or employment, that the contractor will pay all related taxes, and has notified the NWESD of the 2008 Early Retirement Factor.</i>	ALWAYS				
<b>Contract Managers</b> <i>Identifies contact person for each party with information such as address, phone, fax and email address.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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<b>Contract Obligation</b> <i>Ensures the dollar amount in the contract defines whether lodging, travel, materials, meals, sales tax, shipping, etc. are included in the amount.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Copyrights</b> <i>Ensures copyrights of NWESD and other parties are complied with and protected.</i>	If Copyrights involved		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Crimes Against Children</b> <i>Prohibits any employee/agent of the Contractor from working at a public school who has contact with children at a public school during his/her employment and who has pled guilty to or been convicted of crimes as listed in RCW 28A.400.330.</i>	If may have contact with Children		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Default</b> <i>Defines when Contractor will not be considered to be in compliance with Contract.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Dispute Resolution</b> <i>Defines how disputes will be resolved BUT not all contracts will require dispute resolution as NWESD may want to retain all rights to continue, terminate or otherwise manage the contract.</i>	If Governmental Educational Partner		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Drug Free Workplace</b> <i>Ensures Contractor complies with drug free requirements when on NWESD grounds.</i>	If working at NWESD Facility		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Early Retirement Factor (ERF)</b> <i>Ensures NWESD meets the requirement to collect retirement status information for anyone compensated by a NWESD contract <u>who retired under the 2008 ERF</u> as the individual(s) agreed to higher retirement payments if they would not return to work for an agency covered by the WA state DRS retirement system. Specifically, NWESD must inquire if the individual(s) performing the work or the company's owner retired using the 2008 ERF. Note: If "yes", NWESD will need to take extra steps to collect and report information.</i>	If providing Service		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Equal Employment Opportunity</b> <i>Ensure compliance with Federal Executive Order 11246, to prevent discrimination in employment decisions on the basis of race, color, religion, sex, or national origin; and ensures affirmative action to ensure that equal opportunity is provided in all aspects of its employment.</i>	If funded by Federal Grant/Contract		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Family Educational Rights &amp; Privacy Act (FERPA)</b> <i>Requires educational records be protected and kept confidential to meet Federal law.</i>	If has access to Educational Records		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Force Majeure</b> <i>Excuses certain extraordinary events, beyond the control of the parties, which inhibit the parties from fulfilling their duties and obligations under the Contract.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Governing Law/Venue</b> <i>Ensures possible legal action takes place in Skagit County, WA.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Hazardous Materials/Waste</b> <i>Ensures merchandise provided will meet hazardous waste laws.</i>	If providing Goods		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Headings</b> <i>Explains the headings of each section are only provided as an aid to the reader. If there is any inconsistency between heading and context, the context will prevail.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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<b>Health Insurance Portability and Accountability Act (HIPAA)</b> <i>Ensures Contractor keeps health (physical, behavioral, etc.) records private in compliance with Federal HIPAA. Due to length of relevant requirements, a clause is inserted in the Contract referring to a HIPAA Addendum that must also be included.</i>	If has access to <b>Private Health Information</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Indemnification/Hold Harmless</b> <i>Clarifies who is responsible for possible losses due to damages, defense costs, etc. Preferred indemnification wording results in the contractor being responsible for their own actions/negligence. "Hold Harmless" means one party will not sue the other party.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Independent Capacity</b> <i>Prevents the Contractor and/or its employees from claiming benefits as NWESD employees.</i>	If providing <b>Service</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Inspection</b> <i>Subjects all merchandise to NWESD's inspection and approval.</i>	If providing <b>Goods</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Insurance</b> <i>Ensures Contractor has own insurances(s) rather than relying on NWESD's insurance. "Commercial Liability" insurance is always recommended, but based upon possible risk, NWESD will need to decide which other types of insurance coverage are required and whether there is a need for a "Certificate of Insurance" or to be named as "Additional Insured".</i>	Recommend <b>"Commercial Liability"</b> <i>but</i> consider possible <b>other insurance requirements</b>	<b>Note: Preparer should assess risk and may choose to exclude Commercial Insurance if there is NO contact with minors, no other known risk and the contract total does not exceed:</b> (i) \$10,000; or (ii) \$35,000 and the work is performed off NWESD property			
<ul style="list-style-type: none"> <li>• <b>Commercial General Liability</b></li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• <b>Automobile</b> (if transport staff/students)</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• <b>Professional Liability</b> (if licensed professional service required)</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• <b>Watercraft</b> (if vessel excess of 26')</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• <b>Umbrella</b> (if particular risky venture)</li> </ul>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Names NWESD as "Additional Insured"		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contractor provides Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Integration/Modification</b> <i>Constitutes only and complete contract between the parties regarding the contract matter and no deviations allowed unless in writing accepted by both parties.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Licensure Proof - For Professional services:</b> <i>Places responsibility for obtaining professional licenses or certification on Contractor If such are required; however, NWESD staff initiating the contract must ensure the necessary licenses or certification were obtained and maintained.</i>	If providing <b>"Professional" Service</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Licensure Proof – For Public Works Project:</b> <i>Provides proof Contractor is registered and licensed in Washington State for Public Works (see RCW 39.06.010).</i>	If <b>Public Work</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Nondiscrimination/Anti-Harassment</b> <i>Ensures compliance with NWESD, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Notices</b> <i>Defines how official notice will be provided between parties regarding any aspect of the Contract.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ownership of Products</b> <i>Protects NWESD copyrights and ownership if NWESD intends to own any products developed due to the Contract.</i>	If <b>Products</b> result		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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<b>Payment Provisions</b> <i>Requires all payments to the Contractor be conditioned upon: 1) NWESD determination that services or goods are satisfactory; and, 2) Timely submission of detailed invoices which support performance/goods rendered for requested payment.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Additional Provision for Grant or Other Deadline Driven Funding Contracts:</u></b> <i>Sets deadline for submission of final invoice so NWESD may request reimbursement from grant for expense. Late submittal may mean NWESD cannot pay the invoice.</i>	If Grant or Other Deadline		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Prevailing Wage (for Public Works Only)</b> <i>Requires the Contractor prior to and after completion of the project perform certain steps to ensure wages paid meet requirements.</i>	If Public Work		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Purpose (Objective)</b> <i>Summarizes why the contract is being entered into.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Records Access and Retention (Federally Funded)</b> <i>Defines expectations for access and retention of all required records for three years after final payment to Contractor and closure of pending matters.</i>	If funded by Federal Grant/Contract		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Remedies for Default</b> <i>Defines the consequences if the contractor defaults.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Responsibilities of Contractor (Scope of Work)</b> <i>Defines expectations so another knowledgeable (e.g. experienced in the same field) NWESD staff member could hold the Contractor to them.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Safety Requirements</b> <i>Ensures materials or equipment furnished by the Contractor meet safety requirements.</i>	If providing Goods		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Severability</b> <i>Ensures removal of one invalid condition does not void entire contract.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Signatures/Approval</b> <i>Ensures only the Superintendent (or designee) signs contracts as other NWESD staff should <u>never</u> sign contracts.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Suspension &amp; Debarment</b> <i>Although this clause is REQUIRED for federally funded contracts, it is recommended for ALL contracts as funding source(s) may change after the contract is signed. It ensures the Contractor is eligible to be paid by federal funds by causing the Contractor to certify they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal agency or department.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Term of the Contract (Start &amp; End Dates)</b> <i>Identifies the time period that work must be performed in and/or goods provided. The start date should not be before the contract signature date.</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Termination</b> <i>Clarifies which party (preferably NWESD) controls the termination of the contract (must be consistent with Breach clause).</i>	ALWAYS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Warranties/Title</b> <i>Ensures the merchandise will meet NWESD expectations and the Contractor has a marketable title to it.</i>	If providing Goods		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Workshop or Event Cancellations</b> <i>Ensures NWESD has recourse if the Contractor cancels without cause.</i>	If Workshop Presentation		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Revised: 09/24/20