



EXHIBIT C
Confidentiality Agreement
(Individual)

AGREEMENT made and entered into as of the date signed by Subcontractor below, by and between PARATRANSIT SERVICES, a Washington non-profit corporation ("Paratransit"), and _____ ("Undersigned").

RECITALS:

WHEREAS, Paratransit provides interpreter services pursuant to contracts with state and federal agencies involving confidential Client information that must be protected.

WHEREAS, the Undersigned provides services to _____ ("Subcontractor") that has a contract with Paratransit for such interpreter services.

WHEREAS, as a condition of Subcontractor's contract with Paratransit to provide interpreter services to such Clients, Subcontractor must safeguard and protect such Client information and has agreed to do so.

WHEREAS as a condition of such Subcontractor's contract it must obtain a Confidentiality Agreement from its employees, agents, representatives, independent contractor providers and the employees of such independent contractors.

NOW, THEREFORE, it is agreed:

1. INCORPORATION OF RECITALS: The foregoing recitals are incorporated herein by this reference and made a part hereof.
2. INDUCEMENT: Undersigned has entered into this Agreement with Paratransit to induce Paratransit to disclose Client information to Subcontractor and the Undersigned that is incidental to and reasonably required to provide interpreter services under the contract to such Client(s).
3. CONFIDENTIALITY: Undersigned shall:
 - (a) Take all reasonable measures to safeguard and protect from unauthorized disclosure information regarding Clients that it receives from Paratransit, the Subcontractor or is otherwise obtained in the course of providing interpreter services to Clients, including, but not limited to Client's name, address, telephone number(s), medical information, location of destination(s), and nature of Client's DSHS/MAA or other agency sponsored assistance.
 - (b) Take all reasonable measures to safeguard and protect from unauthorized disclosure all records, files, paper, software, electronic files, discs, tapes or other communications connected with the administration of work under or in connection with Paratransit, the Subcontractor or DSHS/MAA or other agency programs.

4. DAMAGES/INJUNCTIVE RELIEF FOR BREACH: Undersigned acknowledges, understands and agrees that a breach of this Confidentiality Agreement may cause or result in serious, substantial and irreparable harm to Clients, Paratransit, Subcontractor, the State of Washington and/or others. In addition to, and not in limitation of any other remedies at law or in equity, if this Agreement is breached by the Undersigned, Paratransit may terminate and cancel its contract with Subcontractor, result in the termination of any connection with Paratransit, and/or obtain injunctive relief from any court of competent jurisdiction because actual damages will be difficult to ascertain. It is agreed that any bond that may be required to obtain injunctive relief shall not exceed the sum of \$1,000.00.

5. MISCELLANEOUS PROVISIONS: The following provisions apply to this Agreement:

(a) Construction. This Agreement shall be construed and interpreted pursuant to Washington State law and any controversy or interpretation hereof shall be by the state courts of Washington with venue in Kitsap County, WA. The captions throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

(b) Attorney's Fees. In the event of any dispute between the parties arising out of or in connection with this Agreement, the substantially prevailing party in any action or proceeding to resolve the same shall be entitled to recover their costs and expenses incurred, including reasonable attorney's fees.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(d) Non-Waiver. Waiver of a breach of any provision hereof shall not be deemed to be a waiver of a breach of any other provision or a subsequent breach of the same provision.

The Undersigned is a/the _____ for Subcontractor: _____

and agrees to the provisions hereof, dated _____, 20 ____.

Print Name: _____

Signature: _____