

INDEPENDENT CONTRACTOR/INTERPRETER AGREEMENT

Between Foreign Language Specialists, Inc. (referred to as "FLS"), located at: Issaquah, WA 98027

And _____ ("Contractor")
First, MI, Last Name and the Business Name (PRINT!)

Language(s): _____ Address: _____

THE PARTIES THEREFORE AGREE AS FOLLOWS: The term of this contract shall start on _____, 20____.
Either party may terminate this contract without cause upon fourteen (14) days prior written notice to the other party. FLS may terminate this contract for cause by giving Independent Contractor written or oral notice of such termination, effective immediately.

SERVICES PROVIDED BY FOREIGN LANGUAGE SPECIALISTS, INC.

FLS provides the Contractor with marketing, scheduling of interpreter work, billing and collecting of fees on the Contractor's behalf, as well as supplying the Contractor with a yearly statement (IRS Form 1099) of its earnings if equal to or over \$600. FLS does not guarantee a level of utilization to any Contractor. Utilization for services will be dictated by such factors as cost, service demand, location, interpreter suitability, compliance and availability for the offered by requesters assignments.

CONTRACTOR RESPONSIBILITIES

It is understood and agreed that the Contractor is at all times acting and performing as an independent contractor and not as an employee of FLS during the term of this contract. FLS shall have no responsibility to withhold income tax or social security tax, or pay workers' compensation, insurance premiums, unemployment compensation, or provide any other benefits to the Contractor. The Contractor must provide FLS with a completely filled out W-9 form with a correct TIN: Social Security Number (SSN) or Employer Identification Number (EIN) and current address; otherwise FLS will withhold 28% of all Contractor's earnings per IRS regulations. Contractor must have a Unified Business Identifier (UBI) to do business in Washington State, and is liable for Worker's Compensation coverage and any damages resulting from its own errors and omissions. To provide services to DSHS clients, the Contractor must submit to FLS copies of DSHS certificates/authorization letters and all of the documents and forms required by FLS contract with the State. The Contractor retains the right to contract with other companies during the term of this Agreement.

COMPENSATION

FLS shall pass to the Contractor the requesters' fees set forth in each project assignment for services rendered pursuant to this Agreement. Mileage, parking, ferries and other travel reimbursements, clients' no-shows, double-bookings and late cancellations might be paid if all of the billing regulations and requesters' requirements are met and such payments are included in the current contracts with requesters, otherwise they should be considered as Contractor's business expenses. All of the rates and fees must be agreed prior to the assignments. Compensation shall be made only after the interpretation has been completed and properly and timely invoiced to FLS in accordance with the current FLS, State, DSHS and other interpreting service requesters billing regulations, and the fees have already been collected by FLS on the Contractor's behalf.

CONFIDENTIALITY

Contractor agrees that any health, financial, legal and other personal and business information concerning interpreting service requester's clients is confidential information, and Contractor agrees not to violate any of the contract confidentiality agreement restrictions and the HIPAA Requirements even after the contract is terminated. The confidential data includes all personal information (e.g., name, birth date, social security number, address) which may, in any manner, identify the individual.

ASSIGNMENTS

FLS will not guarantee payments for assignments not confirmed by FLS. Per DSHS regulations, Contractor shall not provide interpreting services for payment to its own family members. For liability purposes, Contractor must not transport the clients for any reason. Contractor shall, unless otherwise instructed, call the patient/client to confirm the appointment. The cost of such calls is included in Contractor's hourly rate.

DAMAGES

Contractor agrees that any breach of this agreement by him/her will cause irreparable damage to FLS and that in the event of such breach FLS shall have, in addition to any and all remedies of law, the right to an injunction, specific performance, or other equitable relief, to prevent the violation of its obligations. To comply with the interpreting service requesters' requirements, FLS may make appropriate deductions from the amounts collected on the Contractor's behalf for non-billable assignments caused by an interpreter's no-show, tardiness, late cancellation, failure to confirm the appointment with the assigned client, late submitting or incomplete paperwork for billing, and late reporting of the client/provider no-shows. Reoccurrence of such violations might result in a contract review or the FLS service fees' increase.

ENTIRE AGREEMENT

This contract, together with the interpreting service requesters' contract regulations and current FLS-Requesters Billing Requirements for Interpreters sets forth the entire agreement between the parties here to and replaces or supersedes all prior and contemporaneous agreements between the parties related to the same subject matter.

GOVERNING LAW: The laws of the State of Washington shall govern this agreement.

The parties have executed this agreement to be effective as of the effective date, as set forth above. The undersigned acknowledges that he/she has read, understood and agreed to the contents of the above Agreement.

Foreign Language Specialists, Inc.

The Contractor

By: _____
Olga Afonin, FLS President

By: _____
(signature)

Tel: 206-261-0999 Fax: 206-267-9115

Telephone Number(s): _____

Mailing address: 397 12th Ave NW Issaquah, WA 98027

Fax Number: _____ UBI: _____

www.flincorp.net

E-mail address: _____