

Interpreter Information

Please fill out this form completely.

A) Interpreter Info

Name: _____
Last First MI

Address: _____
No. Street Apt #
_____ City St. Zip

Primary Phone: _____ Secondary Phone: _____

Fax: _____ Email: _____

B) Please list all languages you speak

1. _____ 2. _____ 3. _____

C) Please list the areas you are willing to travel

D) Please indicate any Educational and Professional backgrounds; please also provide copies of any Certifications and/or Licenses.

Background: Medical Legal Other: _____
(Please list previous companies you have worked with as an interpreter)

Company Name

Phone

1. _____

2. _____

3. _____

<u>Do not write in this box</u>		for office use ONLY:			Start Date: _____	
Inter #	Language(s)	Fee	HSS	IEHP	Medical	
_____	_____ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

AGREEMENT BETWEEN INDEPENDENT CONTRACTOR AND NEW
WORLD LANGUAGE SERVICES, INC.

New World Language Services, Inc.

Having a principal place of business at
**165 W. Hospitality Ln., Ste. 10,
San Bernardino, Ca., 92408**

And _____

An independent contractor having a principal place of business at:

Herewith enter into the following agreement.

DEFINITIONS

Interpreter shall mean any person who is in the business of providing interpreting or translation services.

New World Language Services, Inc. (also referred as to NWLS, Inc) utilizes the services of subcontractors to fulfill its contractual obligation to provide language services with those entities who do business with NWLS, Inc.

A "Client" is any entity for whom NWLS, Inc. provides language services.

INDEPENDENT CONTRACTORS STATUS

It is the express intention of the parties that the interpreter is an Independent contractor and not an employee, worker, agent or partner of NWLS, Inc. Nothing in this agreement is to be interpreted as creating or establishing the relationship of employer and employee between New World Language Services Inc. and interpreter or any employee or agent of interpreter. Interpreter has the right to perform his/her services for others during this agreement. Interpreters shall also have the right at their discretion to refuse to offer bids to NWLS, Inc. and the right to not offer their services.

The interpreter, an independent contractor, is entirely responsible for payment of all required state and federal taxes. New World Language Services, Inc. shall provide the interpreter with total yearly payment by NWLS, Inc. to the interpreter for all earnings if such earnings totals over \$600.00 and file forms indicating such earnings with the appropriate governmental agencies as required by law. Earnings less than \$600.00 per year shall not be subject to year-end reports of filings but the interpreter is responsible to report such earnings to the appropriate governmental agencies.

The interpreter is not an employee of NWLS, Inc. and is not entitled to employee benefits, insurance and compensations such as disability insurance, unemployment insurance, vacation, or sick pay and workers compensation insurance. The interpreter agrees to provide workers compensation insurance for themselves and/or employees and agents, when required by law, and agrees to hold harmless and indemnify NWLS, Inc. for any and all claims arising out of any injury, disability, or death of the interpreter or any of their employees or agents.

INDEMNIFICATION OF LIABILITY

The interpreter shall indemnify and hold interpreter agency harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of interpreter of interpreters assistants employees or agents, including all claims relating to the injury or death of any person or damage to any property.

METHOD OF PERFORMING SERVICES

The interpreter agrees to provide the best quality, non-biased interpretation possible. The interpreter will determine the method, details, and means of performing the above-described services. NWLS, Inc. shall have no right to, and shall not control the manner or determine the method of accomplishing interpreter's services.

The interpreter will supply all tools and instrumentalities required to perform the services under this agreement. Interpreter is not required to purchase or rent any tools, equipment or services from NWLS, Inc.

The interpreter will be responsible for all costs and expenses incidental to

the performance of services for NWL, Inc., including but not limited to all costs of equipment provided by interpreter, all fees, fines, licenses, taxes required or imposed against interpreter and all other costs of doing business. Interpreters shall be responsible for all expenses incurred by interpreter in performing services for NWLS, Inc.

PAYMENT FOR SERVICES

Interpreter shall offer a bid to NWLS, Inc. for the type of service to be performed. At the request of the interpreter, NWLS, Inc. can provide the interpreter with a bid range or an accepted amount that NWLS, Inc. is accustomed to receiving from similar services from other interpreters. NWLS, Inc. shall accept the lowest bid for similar services provided that the interpreter is able to provide such services competently and to the satisfaction of NWLS, Inc. Any bid ranges or amounts that NWLS, Inc. offers to the interpreter shall not be construed as NWLS, Inc. "setting" or "establishing" the rate of pay. NWLS, Inc. does not "assign" interpreters, but an interpreter can make a standing offer of professional services to NWLS, Inc. for various types of services by requesting a rate for such services and can choose to accept individual services at their own discretion.

Once the interpreter has established the bid amount for a type of services, whether orally or in writing, the bid shall remain in effect for subsequent services associated with that type of service unless either party expressly objects to the bid amount before services are rendered. NWLS, Inc. shall have the sole discretion on defining a "type" of service.

CONFIDENTIALITY

Interpreter agrees that all work and information handled by the interpreter for NWLS, Inc. is held in strict confidentiality. The interpreter agrees to never divulge clients, interpreters lists, prices, proprietary information or any other information to any one other than an employee of NWLS, Inc.

Except as required in the course of performing pursuant to this agreement, interpreter will not directly or indirectly disclose to any third person who is not an employee of NWLS, Inc. any such confidential information or trade secrets, either during the term of this agreement with NWLS, Inc. or for five years after termination of this agreement.

Interpreter further agrees not to solicit for any purpose, whatsoever or distribute literature of any kind of the premises of NWLS, Inc. clients.

ARBITRATION

Any controversy between the parties hereto involving the application of any of the terms covenants, or conditions of this agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294 of the California Code of Civil Procedure.

The parties will each appoint one person to hear and determine the dispute and if they are unable to agree, then the two persons so chosen will select a third impartial arbitrator whose decision will be final and conclusive on both parties.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This agreement is effective from January 1, 1994 and is to remain in effect unless terminated by either party in writing.

This agreement is governed by the laws of the State of California.

Signature of Interpreter

Print Name

Contact Number

Social Security / Taxpayer I.D. #

NWLS, Inc. Representative
Daniel C. Jones, President, CEO

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Invoicing and Payment Agreement

Independent Contractor Status –not Employee./Employer Relationship

As stated subsequently within this agreement and the associated agreement, namely the attached “Agreement Between Independent Contractor and New World Language Services, Inc.” your acceptance of any interpreter request from our staff is done with the mutual understanding that your professional services shall be completed as an Independent Contractor. Neither party intends that the relationship between the interpreter and New World Language Services, Inc. be considered an employee/employer status. As an Independent Contractor, you agree to abide by the requirements and duties outlined by California statutes regarding Independent Contractors and acceptance of any assignments from New World Language Services, Inc. is tacit evidence that any requirements relating to Independent Contractors has properly been satisfied by you as the Independent Contractor Interpreter. Nothing in this agreement or attached agreements shall be construed as an intention to establish an Employee/Employer relationship.

As a part of this Independent Contractor Interpreter Agreement, you agree to provide specific documentation regarding your completed work as part of your invoicing procedures. You hereby agree to invoice daily for each assignment (unless otherwise agreed upon) completed that day and submitted by fax or email. In order to expedite payment of your invoices, you agree to provide to us the following information as part of that documentation:

- Date of assignment
- Time in & Time out with Staff signature and Staff Phone number
- **Staff must sign date and time documentation on the day or the assignment, not before and not after. If you are unable to obtain a staff’s signature, please call us at 800-873-9865 prior to your leaving and we will assist you. Invoices without staff signatures cannot be processed for payment.**
- Please also include for proper referencing:
- Case Name
- Interpreter Name
- Language used at the assignment

While you are free to use your own form design in order to comply with the above agreement, we have a template readily available that you are free to copy and use at will. This template is called “Interpreter Log Sheet”. Should you choose to design your own form, please ensure that it contains all of the information as is on this template. For the purposes of this agreement, a properly completed and signed form (Interpreter Log Sheet) shall suffice as an invoice for the purposes of payment and shall be paid in accordance with an agreement made verbally or otherwise between NWLS, Inc. staff and yourself prior to acceptance of the assignment.

Date of Return

If you are asked to return subsequently on a particular assignment or set of assignments, you hereby agree to direct the client requesting services to contact our staff with the request. This can be done immediately by phone by notifying us and we will immediately contact the staff member requesting the services. **Remember that it is a violation of Professional Interpreter Ethics and this agreement to give your contact information including your phone numbers to our clients. Should any staff member request your contact information, you hereby agree to provide the contact information directly to New World Language Services, Inc. 800-873-9865 or 909-915-1201.** Should the staff prefer to make the request verbally through you, you hereby agree to communicate this request to us along with your availability to accept the assignment immediately. This may be done by completing an appropriate section as found on the Interpreter Log Sheet Template. As an Independent Contractor Interpreter, we recognize your right to accept and refuse potential assignments at your convenience, but please let us know immediately of your availability for continuing

assignments. Please, also indicate date and time of return in the designated area on your interpreter log sheet. If you are available to take the new assignment please sign and date the appropriate box on you interpreter log sheet or whatever form you create in place of the Interpreter Log Sheet.

Mileage

NWLS will pay mileage (\$0.25/per mile) for any travel distances exceeding 40 miles round trip from the interpreter's residence to the assignment destination but only upon prior approval. A NWLS staff member must approve all mileage. Approved mileage MUST be indicated in the designated area on your interpreter log sheet.

Cancellations

If for any reason you are unable to keep an assignment that you previously accepted, you agree to contact NWLS at least 24 hours prior to your scheduled assignment in order to provide NWLS sufficient time to find a replacement or you agree to find a replacement with the same qualifications to replace you. Interpreters who cancel a scheduled assignment with less than a 24 hour notice shall have their services suspended immediately for a minimum of 10 business days including forfeiture of any scheduled assignment within that 10 day period. Cancellations not complying with this agreement or excessive cancellations will be considered a breach of contract and could be cause for contract termination.

Appointment arrivals

When an interpreter accepts an appointment from our office, interpreter professionalism dictates an expectation of on-time arrivals. This means that the interpreter has committed to being physically present before the client and person in need of interpretation at the time of the appointment. Interpreters who arrive late to an assignment for any reason three times in one calendar month shall have their services suspended for the rest of the month following notification of third tardiness, forfeiture of any subsequent scheduled assignments for the balance of that calendar month and the entire subsequent calendar month. Arriving on time means that the interpreter must have physically reported to the client contact person before the time interpretation is scheduled to begin.

Interpreters who have accepted an assignment either verbally or through email and do not show up to the assignment for any reason shall have their services suspended immediately for the rest of the month, forfeiture of any subsequent scheduled assignments for the balance of that calendar month and the entire subsequent calendar month.

Payment

Accounts Payables are processed on the 1st and 15th of every month, or the first non-holiday workday following the 1st and the 15th. In other words, in the event that this day falls on a weekend or holiday, checks will be issued on the following business day. All payments will be processed in accordance with the information received through the Interpreter Log Sheets Template or similar form complete with staff signatures as stipulated in the above mentioned paragraphs. All invoices/log sheets must be faxed, emailed or otherwise delivered to NWLS, Inc. immediately and in the most extreme circumstances, no later than 2 weeks from the assignment date. Payment will not be processed for assignments without an invoice/Interpreter Log Sheet, signed by the staff as indicated above and containing all of the information as required as a part of this agreement. Example of payment schedule: Any assignments completed from January 1st – 15th will be paid on February 15th and so on.

Independent Contractor Signature: _____

Print Name: _____

Today's Date: _____

CHILD ABUSE REPORTING STATEMENT

I _____ do hereby agree to ensure that all known, observed, or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency.

As mandated by Penal Code Sections 11164 et seq., I am to report child abuse or *neglect* and sign a statement, which shows that I acknowledge the reporting requirements, and I will comply with them.

On-line Child Abuse Reporting Training is available at the following website:
<http://dpss.co.riverside.ca.us/ChildProtectiveServices.aspx>

Additionally, as per the Penal Code Section referenced above, I have received training on the child abuse reporting law and I understand my responsibility as a mandated reporter of child abuse and neglect.

Signature

Date

Name (Printed)

Title



165 W. Hospitality Ln. Ste. 10
San Bernardino, Ca 92408

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered between New World Language Services, Inc. hereinafter referred to as NWLS, Inc. and, employee, interpreter or translator.

Whereas NWLS, Inc. provides various language services including written translation and oral interpreting in person or over the telephone, NWLS, inc. interpreters, translators or employees may gain access to information not generally available to the public which shall be considered confidential information and herewith agrees to maintain such information as confidential.

In an effort to ensure the confidential nature of all conversations or written communications, interpreters or translators will not record any conversations through an electronic medium or any other recording device and any written notations made regarding conversations shall be destroyed the same day by a means whereby such information is not attainable by any other party. Interpreter or translator further agrees that neither conversation nor any portion of any conversation shall be recited to any other person including, but not limited to, NWLS, Inc. employees, translators, interpreter or other persons known to the interpreter or translator. This agreement shall be binding unless, if and only if compelled by court order to reveal any portion of any conversation or written translation deemed Confidential. In no event, shall any information be released, even if compelled by law without the prior written notification to the facility named herein.

This agreement shall apply during the course of service by NWLS, Inc. and shall survive the termination of the contract indefinitely.

Interpreter / Translator Name

Date



165 W. Hospitality Ln. Ste. 10
San Bernardino, Ca 92408

New World Language Services, Inc.

Invoice / Interpreter Log

Interpreter Name:	Interpreter ID#	Language:	
Date of Assignment:	Round Trip Mileage:	Time In:	Time Out:
Name of Requesting Facility:			
Client Name:		Type of Appt:	

<input type="checkbox"/> Interpreter services were used <input type="checkbox"/> Interpreter was on time <input type="checkbox"/> Interpreter was _____ minutes late	<input type="checkbox"/> Interpreter services were not used <input type="checkbox"/> Client did not show <input type="checkbox"/> Client spoke English <input type="checkbox"/> Other _____
--	--

Staff Printed Name	Staff Phone Number:
--------------------	---------------------

Staff Signature:	<input type="checkbox"/> Complaint and Grievance Form provided (HSS ONLY)
------------------	---

Feedback: _____

Notice: If you have not received a confirmation from NWLS within 3 business days please contact our office.

Interpreter Return Date: _____ Time: _____

Interpreter, are you available to return on this day? Yes No

Interpreter please sign to accept return date: _____

IMPORTANT!

Please fax immediately to (909) 388-1796.

To submit your invoice to NWLS, INC. for payment, please fax to 909-388-1796 or mail to NWLS, Inc. 165 W. Hospitality Ln., Ste 10, San Bernardino, CA. 92408. If you choose to do so, you may use your own invoice instead, but your invoice must include the same information as on this form and must be completed and signed by a staff member where services were provided. To insure prompt payment, you must fax or mail your invoice within **3 business days** of the date of service. Failure to do so within this time period will result in a delay of 30 days in processing your payment. If you have any questions, please call 909-915-1201.

Download additional Invoice/ Interpreter Logs at www.interpreterforms.com

Total number of hours _____
(Round to the nearest 15 minutes)

Amount due _____

Round Trip Mileage Fees _____
(Over 40 miles multiply by \$.25/mi)

Total Amount Due _____