RESPONSE FROM THE BOARD OF PRISON TERMS

TO THE

SPECIAL REVIEW CONDUCTED BY THE OFFICE OF THE INSPECTOR GENERAL IN MARCH 2005

OF THE

BOARD OF PRISON TERMS
INTERPRETATION SERVICES PROCEDURES

APRIL 2005

STATE OF CALIFORNIA

1515 K Street, 6th Floor Sacramento, CA 95814 (916)445-1539



April 27, 2005

Matthew L. Cate Inspector General Office of the Inspector General P.O. Box 348780 Sacramento, CA 98834

Re: SPECIAL REVIEW OF THE BOARD OF PRISON TERMS INTERPRETATION SERVICES PROCEDURES

Dear Inspector Cate:

This is in response to the March 2005 draft report of the Office of Inspector General (OIG) Special Review of the Board of Prison Terms (BPT) Interpreter Services Procedures. The OIG's report addressed deficiencies in the BPT's process of payment to foreign language interpreters, some of which led to fraudulent invoicing activity.

The BPT has examined each of the issues and recommendations presented by the OIG. The BPT staff reviewed current policy and procedures, and using the recommendations of the OIG, has developed a draft interpreter packet and developed an electronic tracking database and enhancements to existing databases in order to ensure verification of services rendered. It is our belief that these proposed changes, as explained in further detail below, will address all of the concerns of the OIG and provides corrective action to each of the findings.

OIG RECOMMEDATION

- 1. Provide interpreters with confirmation letters specifying the terms and conditions of the services to be provided for all hearings.
- 2. Require interpreters to bring the confirmation letter to the hearing.
- 3. Require a Board of Prison Terms representative to sign and date the confirmation letter and return it to the interpreter at the completion of service.

BPT RESPONSE

The BPT will provide interpreters with a confirmation letter they will be required to bring with them to the hearing. Once they have completed providing interpretation services, they will present the confirmation letter to the hearing officer for signature. In addition to implementing a confirmation letter as recommended by the OIG, the BPT has also developed an interpreter packet (copy attached) which details the BPT's policy and procedure for interpreter payments. These new policies and procedures will be implemented during May 2005. The contents of the packet are described as follows.

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<u>Application Interpreter Appointment</u>: This form (page 1 of packet) is completed by the potential organization/interpreter in which they request to be placed on the Interpreter Contact List to provide services at Lifer Parole Consideration Hearings, Revocation/Revocation Extension Hearings, Mentally Disordered Offender Hearings, and Probable Cause Hearings for Sexually Violent Predators. The form requires the potential organization/interpreter to provide contact information, the language(s) they interpret and, preferred locations for assignment.

Letter of Agreement: This document (pages 3, 4 of packet) states the guidelines for persons wishing to provide interpretation services for the BPT. The responsibilities and expectations are stated regarding punctuality, proper attire, compliance with California Rules of Court in relation to interpreters conduct, the interpreters review and acceptance of the BPT's assignment. The process for submitting invoices for payment is detailed, to include verification and documentation for services provided. It is explained that failure to complete the invoice as required will result in the invoice being returned for correction. Unfortunately, there are no laws or regulations that mandate the submission for payment within a prescribed time limit. Appropriations are authorized and available for a three-year period; therefore, the BPT cannot mandate submission of invoices within a particular amount of time. However, to encourage timely submissions, the form advises that those provided beyond a two-month period of the date of the hearing could experience a delay in payment. It is explained that any invoice submissions determined to be fraudulent may result in criminal prosecution. Upon submitting a signed Letter of Agreement, the party acknowledges that failure to abide by the Agreement may result in their removal from the BPT's list of eligible interpreters. The BPT develops a list of interpreters who are annually certified by the State Personnel Board (Cooperative Personnel Services) and the California Judicial Council.

BPT Interpreter Payment Policies: This proposed document (pages 6,7,8,9 of packet) describes the mission of the BPT and its need for the use of interpreters during the different type of hearings. In addition, it contains the Government Code sections that give discretionary authority to the BPT on use of interpreters. The form provides the location of the Internet website for information on obtaining interpreter certification and the website of the organization that maintains a listing of interpreters in good standing with the California Judicial Council. The next section lists the rates for reimbursement for interpreter services provided. Although the rates are aligned with the rates as established by the Judicial Council's Court Interpreters Program, it does not preclude the BPT from reimbursing interpreters above the standard rate for other circumstances. The circumstances that affect the rate of reimbursement are clearly detailed in various categories such as what constitutes a half or full day session, the cancellation fee policy, the payment policy for multilingual interpreters, payment rate for mileage reimbursement, and the policy regarding payment for travel time.

Request for Invoice Correction: The BPT will mail this form (page 10 of packet) to the interpreter/organization with the invoice or confirmation letter attached asking for the appropriate correction(s) to be made. Corrections needed on invoices might include failure to submit a duplicate copy, the invoice or confirmation letter was not signed in blue ink,

Matthew L. Cate Office of the Inspector General April 27, 2005 Page 3

determination that the invoice was unintentionally submitted a second time for payment, and other reasons.

<u>Interpreter Packet Cover Letter</u>: This document (page 11 of packet) is the cover letter mailed to persons seeking consideration for providing interpreter services for the BPT. Included with the cover letter are the Application Interpreter Appointment and Letter of Agreement forms. The letter instructs the prospective interpreter to complete and return the forms to the BPT, where they will remain on file.

We have implemented a Letter of Agreement as part of a packet for issuance to all foreign language interpreters used by the BPT. This letter includes the terms and services to be provided for payment, cancellation policy, timeframes for submitting claims for payment, and the policy for travel reimbursement. Each interpreter will be expected to review the terms of the letter. If they agree to the conditions, they shall sign and date the acknowledgement letter, then forward it to BPT Headquarters where it will be maintained on file.

OIG RECOMMENDATION

4. Use electronic methods to systematically record, track, and monitor payments to interpreters so as to detect duplicate claims.

The OIG reported that invoices submitted by interpreters were not being verified for services rendered. In response, the BPT has developed the Invoice Tracking database (Attachment 1) to include fields to reflect the type of interpretation (foreign or sign language), the language that was interpreted (Spanish, Korean, etc.), and with which database (Lifer Hearing System, Revocation Scheduling or Tracking System) the information on the invoice was cross checked for verification of the hearing (lifer, revocation, revocation extension, mentally disordered offender and probable cause hearings for sexually violent predators). For the Lifer Hearing System (LHS) database, fields are available to identify the interpreter by an assigned number and their respective organization (Attachment 2). The Revocation Scheduling and Tracking System (RSTS) Version 2.5 and 3.0 database "Comments" section identifies the date and name of the interpreter (Attachment 3). As the information contained on the RSTS and LHS databases are independent of the data on the Invoice Tracking database, this allows for an accurate verification system. For example, if an interpreter claim is submitted for a Lifer hearing that did not in fact take place, there will be no existing information on the LHS database to corroborate the invoice. Once a month, the Invoice Tracking database is reviewed to insure all claims have been verified. Those lacking verification will be researched to determine the validity of the payment claim. This new monitoring system was implemented in mid-March 2005, and thus far, has resolved the verification/duplicate payment issues.

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OIG RECOMMENDATION

5. Require interpreters to submit invoices within prescribed time limits specified in the hearing confirmation letter.

The BPT agrees with the expectation for interpreters to comply with this recommendation, and as noted in our response to Recommendation #1, will have each one sign the Letter of Agreement acknowledging such time limits. However, there are no laws or regulations that mandate the submission for payment within a prescribed time limit.

Thank you for the opportunity to respond to your report.

RODRICK Q. HICKMAN Secretary Youth and Adult Correctional Agency

Attachments

1515 K Street, 6th Floor Sacramento, CA 95814



Date	
Name Address City, State Zip	
Re: Inmate/Parolee CDC Number	
Dear:	
This will confirm your appoin	ntment to interpret for the above-named inmate/parolee as follows:
Type of Hearing:	
Date:	
Time:	a.m./p.m.
Location:	
Telephone Number	r for Institution Coordinator:
	terpreting services in (LANGUAGE) will be reimbursed at the rate of aring plus 34 cents per mile for travel.
to be at the hearing one-haservices, present this letter	our entry into the hearing site and to ensure the hearing is timely, please plant alf hour prior to the scheduled hearing start time. Upon completion of your to the hearing officer (Commissioner or Deputy Commissioner) for signature at the hearing. This original, signed letter shall be attached to your original goard.
If you have any questions re	garding this matter, please contact me at
Sincerely,	
xxxxxxxxxxxxx	
The interpreter or interpreter	from the organization identified above, was present at the hearing.
Date:	
	Commissioner/Deputy Commissioner

1515 K Street, 6th Floor Sacramento, CA 95814



APPLICATION INTERPRETER APPOINTMENT

Place me on your list of interpreters for the following hearings:

- Life Parole Consideration Hearings 0
- Revocation and Revocation Extension Hearings 0
- Mentally Disordered Offender Hearings 0
- Probable Cause Hearing (Sexually Violent Predator) 0

Name or Organization:	Street Address:
City, State and Zip:	
Business Number: ()	_ Facsimile Number: ()
Cellular Number: ()	_ Pager Number: ()
Certification Number:	Registration Number:
Languages:	Dialect:
Language:	Dialect:
Language:	Dialect:
Please indicate the counties and prisons for which you wish to re California State Institutions is attached.	eceive appointments. A list of counties and a map of
Counties	Institutions
Counties	Institutions
Counties	Institutions
Counties -	Institutions
Counties Comment:	

Return to: Board of Prison Terms 1515 K Street, 6th Floor Sacramento, CA 95814 Attention: Scheduling Unit Fax: (916) 324-9962

Please be sure to include the following completed forms:

Application Interpreter Appointment, Letter of Agreement, Payee Data Record (Std. 204)

California County Map



This map identifies the 58 California counties. Please place the corresponding county code number(s) and the county(ies) in which you are interested in interpreter assignments on the Application Interpreter Appointment.

01	Alameda	16	King	31	Placer	46	Sierra
02	Alpine	17	Lake	32	Plumas	47	Siskiyou
03	Amador	18	Lassen	33	Riverside	48	Solano
04	Butte	19	Los Angeles	34	Sacramento	49	Sonoma
05	Calaveras	20	Madera	35	San Benito	50	Stanislaus
06	Colusa	21	Marin	36	San Bernardino	51	Sutter
07	Contra Costa	22	Mariposa	37	San Diego	52	Tehama
80	Del Norte	23	Mendocino	38	San Francisco	53	Trinity
09	El Dorado	24	Merced	39	San Joaquin	54	Tulare
10	Fresno	25	Modoc	40	San Luis Obispo	55	Tuolumne
11	Glenn	26	Mono	41	San Mateo	56	Ventura
12	Humboldt	27	Monterey	42	Santa Barbara	57	Yolo
13	Imperial	28	Napa	43	Santa Clara	58	Yuba
14	Inyo	29	Nevada	44	Santa Cruz	59	All counties
15	Kern	30	Orange	45	Shasta		

LETTER OF AGREEMENT

The Board of Prison Terms (BPT) wants to ensure interpreters appearing to provide services for the BPT understand and meet the minimum standards of compliance and behavior required.

For the purposes of this agreement, an interpreter is defined as anyone who interprets for a witness or defendant who speaks or understands little or no English. Court interpreters must accurately interpret for individuals with a high level of education and an expansive vocabulary, as well as persons with very limited language skills without changing the language register of the speaker. Interpreters are also sometimes responsible for translating written documents, often of a legal nature, from English into the target language and from the target language into English.

The following standards delineate the appointment and responsibilities of interpreters during the course of their services at hearings and subsequent submission of invoice(s).

By signing below, the interpreter understands the following:

The Interpeter/organization will be provided a confirmation letter, advising them of the type of hearing, date, time, location, institution contact, and reimbursement rate. The interpreter is required to bring the confirmation letter with them to the hearing. Upon completion of services, the interpreter shall present this letter to the hearing officer (Commissioner, Deputy Commissioner) for signature as proof of attendance.

- 1. The interpreter will appear on time and in attire appropriate to proceedings in a state court;
- 2. The interpreter will follow California Rules of Court, Rule 984.4 regarding the Professional Conduct of Interpreters (attached). This includes representation of qualifications; complete and accurate interpretation; impartiality and avoidance of conflicts of interests; confidentiality; giving legal advice; professional relationships; continuing education and duty to the profession; assessing and reporting impediments to performance; and, duty to report ethical violations.
- 3. The interpreter will acknowledge acceptance of the reimbursement rates for appointment, travel costs and cancellation of assignment as outlined in the BPT's Interpreter Payment Policy.
- 4. Upon completion of services rendered, the confirmation letter and two completed BPT 1077 Invoice forms (original plus duplicate) shall be submitted by the interpreter/organization. Multiple hearing assignments may not be combined on one BPT 1077. The confirmation letter and one of the BPT 1077 forms must contain an original signature. The BPT 1077 form shall contain the following information:
 - a. Parole/Inmate Name

- b. CDC Number
- c. Location and Time of Hearing
- d. Hearing Officer (This information shall be included in the Description portion of the invoice.)
- e. Language Provided
- f. Type of Hearing (i.e., Lifer, Revocation, Revocation Extension, etc.)
- g. Date Services Provided
- h. Description of Services Rendered
- i. Name of BPT staff who made appointment contact. (This information shall be included in the Description portion of the invoice.)

If the confirmation letter and/or an invoice are received and do not include all the required information as outlined above, the document(s) will be returned to the interpreter/organization with a cover letter identifying the reason(s) for return and will result in delayed payment. To ensure timely processing, the BPT's Request for Invoice Correction letter must be attached to the resubmitted confirmation letter and/or BPT 1077 invoice containing the requested corrections and/or modifications.

Deleted: is
Deleted: does

- 5. All original BPT 1077 Invoices must be signed in blue ink. All forms must have an original signature in order to be processed for payment. Any invoice submitted in a color other than blue ink will be returned to the interpreter/organization and will result in delayed payment of the invoice.
- 6. All invoices submitted for payment to the BPT shall be submitted within two (2) months from the date of the hearing to ensure expediency of processing. Any invoice(s) submitted after the two (2) month period may cause delay in payment to the interpreter/organization.

If payment of an invoice is not received by the interpreter/organization within two (2) months of its original submission date, a duplicate invoice may be submitted by the interpreter/organization. The interpreter/organization must clearly identify "DUPLICATE" on the top of the resubmitted invoice. If an interpreter submits duplicate claims for their services and the BPT determines the claim(s) are fraudulently submitted, the matter shall be submitted to the appropriate law enforcement agency for prosecution.

I, the undersigned, certify I have read the Letter of Agreement set forth above and the BPT's Interpreter Payment Policies and understand I will be required to meet them at any future proceedings for which I have been appointed. I understand failure to meet the Letter of Agreement may result in my removal from the list of eligible interpreters before the BPT. I also understand failure to return this Letter of Agreement will result in my removal from the list of eligible interpreters before the BPT.

Date	Organization/Signature

CALIFORNIA RULES OF COURT

Rule 984.4. Professional conduct for interpreters

- (a) [Representation of qualifications] An interpreter shall accurately and completely represent his or her certifications, training, and relevant experience.
- **(b)** [Complete and accurate interpretation] An interpreter shall use his or her best skills and judgment to interpret accurately without embellishing, omitting, or editing. When interpreting for a party, the interpreter shall interpret everything that is said during the entire proceedings. When interpreting for a witness, the interpreter shall interpret everything that is said during his or her testimony.
- (c) [Impartiality and avoidance of conflicts of interest] An interpreter shall be impartial and unbiased and shall refrain from conduct that may give an appearance of bias. An interpreter shall disclose to the judge and to all parties any actual or apparent conflict of interest. Any condition that interferes with the objectivity of an interpreter shall constitute a conflict of interest. A conflict may exist if the interpreter is acquainted with or related to any witness or party to the action or if the interpreter has an interest in the outcome of the case. An interpreter shall not engage in conduct creating the appearance of bias, prejudice, or partiality. An interpreter shall not make statements about the merits of the case until the litigation has concluded.
- (d) [Confidentiality] An interpreter shall not disclose privileged communications between counsel and client.
- (e) [Giving legal advice] An interpreter shall not give legal advice to parties and witnesses, nor recommend specific attorneys or law firms.
- **(f)** [Professional relationships] An interpreter shall maintain an impartial, professional relationship with all court officers, attorneys, jurors, parties, and witnesses.
- **(g)** [Continuing education and duty to the profession] An interpreter shall, through continuing education, maintain and improve his or her interpreting skills and knowledge of procedures used by the courts. An interpreter shall seek to elevate the standards of performance of the interpreting profession.
- (h) [Assessing and reporting impediments to performance] An interpreter shall assess at all times his or her ability to perform interpreting services. If an interpreter has any reservation about his or her ability to satisfy an assignment competently, the interpreter shall immediately convey that reservation to the court or other appropriate authority.
- (i) [Duty to report ethical violations] An interpreter shall report to the court or other appropriate authority any effort to impede the interpreter's compliance with the law, this rule, or any other official policy governing court interpreting and legal translating.

Rule 984.4 adopted effective January 1, 1999

1515 K Street, 6th Floor Sacramento, CA 95814



Board of Prison TermsInterpreter Payment Policies

The Board of Prison Terms (BPT) is responsible for providing interpreters to inmates/parolees for all parole proceedings, including lifer, revocation, revocation extension, mentally disordered offender and probable cause hearings for sexually violent predators, if necessary. These hearings are administrative in nature and are not a criminal trial.

It is the policy of the BPT to ensure all inmates and parolees are able to effectively communicate during parole proceedings. To ensure the terms and conditions for appointment of foreign language and sign language interpreters are adhered to, the BPT established the following criteria for assignment of interpreters and interpreting organizations.

Background

Government Code Section 11435.15 requires the BPT to provide language assistance in adjudicative proceedings. Pursuant to Government Code Section 11435.25 the cost of providing an interpreter is paid by the Board.

Further, Government Code Section 11435.55 directs the BPT to provide certified interpreters in all cases and grants them "discretionary authority" to qualify and use another interpreter. The section specifically states:

(a) An interpreter used in a hearing shall be certified pursuant to Section 11435.30. However, if an interpreter certified pursuant to Section 11435.30 cannot be present at the hearing, the hearing agency shall have discretionary authority to provisionally qualify and use another interpreter.

Certification

The California State Personnel Board through Cooperative Personnel Services (CPS), as a joint powers public agency, administers the State Certification Exam for Administrative Hearing and Medical Interpreters. Government Code Section 11435.40 provides the State Personnel Board be responsible to designate the languages for which certification shall be established. The certified languages may change periodically, depending on the results of studies of language used in the courts. The languages currently designated for

certification include: Spanish, Tagalog, Arabic, Cantonese, Japanese, Korean, Portuguese and Vietnamese.

To learn more information about becoming a certified interpreter you may access CPS's website at: http://www.cps.ca.gov/.

Interpreters of languages for which there is no state certifying examination can become "registered interpreters of nondesignated languages" through the California Judicial Council (Council). Nondesignated languages are languages for which there are no state certifying examinations. Registered interpreters must meet the requirements developed for court interpreters as well as pass an English proficiency exam that tests their knowledge of English, court procedure, and professional ethics.

The Council, through the Court Interpreters Program, maintains a list of certified court interpreters and registered court interpreters who are in good standing with the Council. Additional information can be obtained by accessing the Council's website at: http://www.courtinfo.ca.gov/programs/courtinterpreters/.

Reimbursement Rates

It is the BPT's intent to establish a comprehensive payment policy for reimbursement of interpreters and at the same time allow for those instances where flexibility of payment is available. While it is the BPT's intent to follow Government Code Section 11435.55 and hire all certified interpreters, the BPT acknowledges not all languages are certified. In addition, availability of interpreters, the demand for exotic languages and the location of the interpreter assignment often require flexibility of reimbursement.

Therefore, the BPT is adopting the current payment practices and policies of the Judicial Council's Court Interpreters Program. Although the BPT is not obligated to hire interpreters certified and registered by the Council, the below rates reflect those who meet the Council's standards and receive a higher rate of reimbursement. In addition, the payment policy does not restrict the BPT from reimbursing interpreters above the standard reimbursement rate in unique circumstances. The daily reimbursement rates are as follows:

	Certified and/or Certified and Registered Interpreters	Non-Certified and Non-Registered Interpreters
Full Day	\$265	\$175
Half Day	\$147	\$92

Sign Language Interpreters

Evidence Code Section 754(i) provides the rate for certified court and registered court interpreters and applies to the reimbursement rate for sign language interpreters for the deaf or hearing impaired. [The Judicial Council has designated the Registry for the Deaf and California Coalition Agency Servicing the Deaf, to certify sign language interpreters.]

Definition of Half Day/Full Day Sessions

A half day and full day of interpreter services are defined as follows:

- 1. A morning half-day session is any portion of a consecutive four-hour period beginning no earlier than 8:00 a.m. and ending by 12:15 p.m.; an afternoon session is any portion of a consecutive four-hour period beginning no earlier than 1:00 p.m. and ending by 5:15 p.m.
- 2. A full-day is defined as any time beyond the half-day morning session.

Cancellation Fee

A cancellation fee may be warranted in cases where an interpreter is hired and the hearing is subsequently not held. For example, an interpreter appears at the scheduled time and it is determined the hearing must be postponed or cancelled due to various reasons. The cancellation payment will vary based on the circumstances and is ultimately determined by the Chief of Decision Processing and Scheduling -- the Unit responsible for the hiring of interpreters.

A cancellation fee is paid under the following conditions:

- 1. An agreement is entered into with the interpreter more than 24 hours or one business day in advance of the assignment.
- 2. An assignment is cancelled without 24-hour notice, or for assignments beginning on the first business day of the work week, without one business day's notice.

Unusual Circumstances

A premium above the daily rate, mileage reimbursement and/or cancellation fee may be provided under unusual circumstances. The premium payment varies based upon the circumstances and is ultimately determined by the Chief of Decision Processing and Scheduling -- the Unit responsible for the hiring of interpreters. Unusual circumstances are defined, but not limited to one or a combination of the following:

- 1. There are limited or no certified or registered contract interpreters for the needed language residing within the county.
- 2. The county is of large geographical size.
- 3. The alternative is either to postpone the hearing or utilize the services of a non-certified or non-registered interpreter.

Multilingual Interpreters

A premium above the daily rate may be provided for interpreters who render services in more than one language on the same day. If this occurs, the interpreter will be paid two half-days rather than one-full day.

Mileage Reimbursement

Mileage is reimbursed when the interpreter travels 60 miles or more roundtrip AND travels outside the county of his or her place of business (address used for tax purposes). The rate of reimbursement is linked to the state rate (currently \$.34 per mile).

Extraordinary travel costs such as airfare may be reimbursed only with advance approval of the BPT's Executive Officer.

Travel Time

The interpreter is eligible for reimbursement for the time incurred when traveling more than 60 miles AND outside the county of their place of business (the interpreter's business address for tax purposes). The reimbursement amount is based upon the circumstances and is ultimately determined by the Chief of Decision Processing and Scheduling -- the Unit responsible for the hiring of interpreters.

1515 K Street, 6th Floor Sacramento, CA 95814



Date

Interpreter's Name Organization Address City, State Zip

Re: Request for Invoice Correction

Inmate/Parolee's Name and CDC Number

Date of Hearing

Dear Interpreter:

We are returning	g your submitted invoice with requested corrections:
	Invoices must be submitted in duplicate form (original and two copies).
	Original invoice(s) must be signed in blue ink.
	Duplicate invoice. Our records reflect the invoice was processed for payment on :
	Incorrect reporting. Our records reflect a hearing for this inmate was not conducted on the date identified on the invoice.
	Incomplete. Please refer to highlighted portion on the original invoice.
	Other:
	n payment of your invoice, please correct the item(s) identified above and return oice, along with a copy of this letter, to the Board of Prison Terms at:
	Roard of Drison Torms

1515 K Street, Suite 600 Sacramento, CA 95814 Attention: Invoice Processing

Thank you.

XXXXXXXXXXXXXXX

Enclosure

1515 K Street, 6th Floor Sacramento, CA 95814



Interpreter Packet Cover Letter

Date

Interpreter's Name Organization Address City, State Zip

Dear Interpreter:

The Board of Prison Terms (BPT) is establishing standards for both the appointment and compliance of interpreters hired by the BPT. Toward this effort, we are enclosing an Application Interpreter Appointment packet. The packet includes: an Application Interpreter Appointment; Interpreter Payment Policies, Letter of Agreement and resource documents.

Upon review of these documents, please return the completed Application Interpreter Appointment, the Letter of Agreement, and a copy of proof of certification or registration to the Board of Prison Terms at the address provided on the bottom of the Application Interpreter Appointment.

The Letter of Agreement will remain on file with the BPT. It is recommended you retain a copy the packet for your records. We note the Application Interpreter Appointment requires a Payee Data Record (Std. 204) be enclosed with your submission. Please note that if you have already performed interpreting services for the Board, it is not necessary for the Payee Data Record (Std. 204) be resubmitted.

If you have any questions, you may contact Sandra Maciel, Chief of Decision Processing and Scheduling Unit at 1515 K Street, Suite 600, Sacramento, California 95814 (916) 324-1931.

Thank you in advance for your cooperation.

Very truly yours,

XXXXXX

Enclosures