

BOARD OF PAROLE HEARINGS
1515 K STREET, SUITE 600
SACRAMENTO, CA 95814



APPLICATION INTERPRETER APPOINTMENT

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

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

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 receive appointments. A list of counties and a map of California State Institutions is attached.

Counties

Institutions

Comment: _____

Dated: _____

Signed: _____

Return to: **Board of Parole Hearings**
P.O. Box 4036
Sacramento, CA 95812- 4036
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)

LETTER OF AGREEMENT

The Board of Parole Hearings (BPH) wants to ensure interpreters appearing to provide services for the BPH 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 interpreter/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 those types of proceedings that are conducted 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 BPH's Interpreter Payment Policy.

4. Upon completion of services rendered, the confirmation letter and two completed BPH 1077 Invoice forms (original plus duplicate) shall be submitted by the interpreter/organization. Multiple hearing assignments may not be combined on one BPH 1077. The confirmation letter and one of the BPH 1077 forms must contain an original signature. The BPH 1077 form shall contain the following information:

- a. Parole/Inmate Name
- b. CDCR 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 BPH 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 BPH's Request for Invoice Correction letter must be attached to the confirmation letter and/or BPH 1077 invoice containing the requested corrections and/or modifications.

5. All original BPH 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 BPH 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 it is determined an interpreter submits duplicate claims for their services with the intent to defraud the BPH, the matter shall be submitted to the appropriate law enforcement agency for prosecution.

In returning this Letter of Agreement, I, the undersigned, certify I have read the document set forth above and the BPH's Interpreter Payment Policies. I further understand I am required to comply with the conditions as stated in the Letter of Agreement related to any future proceedings for which I am appointed. I understand failure to comply with the requirements of the Letter of Agreement may result in my removal from the list of eligible interpreters before the BPH.

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

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
08 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	

Board of Parole Hearings Interpreter Payment Policies

The Board of Parole Hearings (BPH) 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 BPH 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 BPH established the following criteria for assignment of interpreters and interpreting organizations.

Background

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

Further, Government Code Section 11435.55 directs the BPH 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 BPH'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 BPH's intent to follow Government Code Section 11435.55 and hire certified interpreters, the BPH 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 BPH is adopting the current payment practices and policies of the Judicial Council's Court Interpreters Program. Although the BPH is not obligated to hire interpreters who are 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 BPH from reimbursing interpreters above the standard reimbursement rate in unusual circumstances. The daily reimbursement rates are as follows:

	Certified and/or Certified and Registered Interpreters	Non-Certified and Non-Registered Interpreters
Full Day	\$282.23	\$175
Half Day	\$156.56	\$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 the Decision Processing and Scheduling 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 the Decision Processing and Scheduling, 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 .585 cents per mile).

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

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 the Decision Processing and Scheduling, responsible for the hiring of interpreters.