

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF WORKERS' COMPENSATION

PUBLIC HEARING

Monday, September 30, 2013
Elihu Harris State Office Building Auditorium
1515 Clay Street
Oakland, California

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1 (Time Noted: 10:05 a.m.)

2 MR. PARISOTTO: I think we could begin the hearing.

3 Good morning. And thank you for coming today. My name
4 is George Parisotto. I'm the Acting Chief Counsel for the
5 Division of Workers' Compensation. I'm here today for our
6 Acting Administrative Director, Destie Overpeck, who could not
7 be with us today.

8 This is the public hearing for the Medical Provider
9 Network Regulations; Medical Provider Network probably better
10 known by the acronym MPN.

11 There are copies of the proposed regulations on the front
12 desk. If you would like to offer some oral comments today,
13 please make sure that you sign the sign-in sheet and indicate
14 if you would like to testify.

15 I'd like to introduce the other members of the Division
16 of Workers' Compensation who are here today.

17 On my immediate right, your left, is Maureen Gray, our
18 Regulations Coordinator. On my left, your right, Yu-Yee Wu
19 from the legal unit; John Cortes from the Division's legal
20 unit; and Rupali Das, the Division's executive medical
21 director. The hearing officer today is -- our hearing reporter
22 today is Richard Parker.

23 When you come up to testify, please give your card to the
24 court reporter.

25 MS. GRAY: To me.

1 MR. PARISOTTO: I'm sorry. To Maureen.

2 All of our testimony today will be taken down by our
3 court reporter. If you have any written comments you would
4 like to hand in, please be sure to give them to Maureen.

5 I will call the names from the sign-up sheets of those
6 who have checked that they want to testify. I'll also see at
7 the end of the hearing if anybody else would like to offer
8 testimony and you can certainly come down and let us know what
9 you think.

10 The hearing will continue as long as there are people
11 present who want to testify, but will close at 5:00 o'clock.

12 If the hearing continues into the lunchtime hour, we will
13 probably take about an hour for lunch. I anticipate since we
14 have one hearing reporter that we'll probably take a ten-minute
15 break around 11:00, 11:15.

16 Written comments can be given to Maureen if you have them
17 with you as I said or will be accepted by fax, e-mail or
18 delivery up until 5:00 o'clock at the Division's offices which
19 are up on the 17th floor of this building.

20 The purpose of our hearing is to receive comments on the
21 proposed amendments to the MPN regulations. And we would
22 welcome any comments you have about them. All of your
23 comments, both given here today orally or in writing, will be
24 considered by the Acting Administrative Director in determining
25 what revisions we might make to the regulations.

1 We ask that you please restrict the subject of your
2 comments to the proposed regulations and any suggestions you
3 have for changing them.

4 Also, since we -- it seems like we have a few people who
5 would like to testify. If you could please limit your comments
6 to about 3 to 5 minutes in length.

7 We will not enter into any discussions or give responses
8 to comments this morning, although we may ask you for
9 clarification or if -- or ask you to elaborate further on any
10 points that you may be presenting.

11 Again, as a reminder, please make sure you've signed in
12 and if you wish to speak, you have checked the box indicating
13 that.

14 When you come up to give your testimony, as I say, please
15 give your business card to Maureen and please give the correct
16 spelling of your name when you first start so we can make sure
17 we have that right for the transcript.

18 Please speak into the microphone which is clearly right
19 here on my immediate right (Indicating).

20 And again, before you start your testimony, please
21 identify yourself for the record.

22 I'd like to apologize in advance if I happen to
23 mispronounce your name. That is not an uncommon occurrence for
24 me.

25 So I guess we can begin and our first speaker will be

1 Diane Wolf.

2 MS. WORLEY: That's Diane Worley.

3 MR. PARISOTTO: That's probably it. That was my first
4 guess. Let me turn the clock back. Our first speaker, Diane
5 Worley.

6 DIANE WORLEY

7 MS. WORLEY: Good morning. I didn't know I'd be first.
8 I'll keep my comments brief. My name is Diane Worley,
9 W-O-R-L-E-Y. I am with the California Applicant's Attorneys'
10 Association as their policy implementation director.

11 I'd like to focus my comments this morning on one section
12 of the regulations dealing with notification under the MPN.
13 And this is section 9767.12.

14 Written comments have been submitted on behalf of CAAA
15 and by e-mail yesterday, but essentially the purpose of 863 and
16 the statutes dealing with the MPN is to improve the problems
17 that have been occurring for the last ten years with MPN's and
18 one of the primary problems is access to medical treatment for
19 the injured worker.

20 So with 863 the creation of a new entity called a medical
21 access assistant was created. In reg 9767.12 there is a
22 provision for notification on what the role of that medical
23 access assistant should be, but we believe that that role needs
24 to be specifically described in the notification and in the
25 regulations to ensure that injured employees can actually

1 access a doctor on that MPN and get treatment.

2 Proposed language to 9767.12(a)(2)(H)(8) currently
3 provides what to do if a covered employee has trouble getting
4 an appointment with a provider within the MPN and how to
5 contact the medical access assistant for help.

6 We have set forth proposed language in that notification
7 that is more than just having a phone number that an injured
8 employee or their attorney can call to get an assistant. We
9 think that the notification in the regs should provide that the
10 medical access assistant should be able to respond to injured
11 employees, contact physicians' offices during regular business
12 hours and schedule appointments for the injured employee.

13 We also think there should be strict timelines as far as
14 when the medical access assistant should respond. Telephone
15 calls from the injured employee or their representative shall
16 be returned within one business day. They shall assist the
17 injured employee in selecting a medical provider of the
18 employee's choice from the MPN network and shall contact the
19 selected medical provider's office for an appointment on the
20 same day as the injured employee makes the selection.

21 An appointment for non-emergency services for initial
22 treatment shall be made within three business days of the
23 initial telephone call from the injured employee and an
24 appointment for emergency services shall be made on the same
25 day.

1 regulations, including section 9767.3, which states that there
2 must be written acknowledgment from the provider that they have
3 agreed to be a member of the MPN. This provision ensures that
4 physicians have knowingly and proactively acknowledged their
5 participation in the MPN. And we believe this is key to
6 transparency and a more efficient MPN process.

7 Additionally, we are pleased with subdivision T of this
8 same section which states that every contracting agent has to
9 disclose to providers whether the MPN can be sold, leased,
10 transferred or conveyed to other insurers, employers, entities
11 providing physician network services or other contracted
12 agents. CMA believes making physicians aware of the
13 possibilities for their practice can help them plan
14 accordingly.

15 Although we are pleased, there are some small causes for
16 concern. We have a general concern regarding the
17 implementation of physicians in network services. The
18 designation is referenced in multiple changes in the
19 regulations and could possibly place physicians in the position
20 of having their names and rates sold or leased multiple times,
21 making it difficult to maintain their practices. This selling
22 to additional networks can lead to a network being approved
23 once based on a set number of employees and then be
24 overextended as it is sold and leased multiple times. This
25 could seriously hamper access to care for injured workers.

1 CMA recommends that the regulations be amended to allow
2 only the Division of Workers' Compensation to approve physician
3 in network services up to a certain number of covered
4 employees. If the network is sold or leased enough times to go
5 through that cap, the network provider should have to recertify
6 the adequacy of their network. We believe this amendment would
7 better ensure access for injured workers.

8 Again, thank you for taking the time to hear our concerns
9 for our physicians.

10 MR. PARISOTTO: Thank you. Mark Gearheart.

11 MARK GEARHEART

12 MR. GEARHEART: Good morning. My name is Mark Gearheart.
13 It's G-E-A-R-H-E-A-R-T. I'm here on behalf of the California
14 Applicant's Attorneys Association, and I serve on the Board of
15 Directors, and I've been practicing workers' comp law,
16 representing injured workers in California for the last 33
17 years, going on 34.

18 I'd like to amplify some of the comments Diane made a few
19 minutes ago. I would call your attention, in particular, to
20 proposed regulation 9767.5(h) which sets out the limited rules
21 applying to the new medical access assistant positions that
22 were created in SB 863.

23 And I think that it's important to understand what's
24 really going on out there so that we know what problem we're
25 trying to address and why the proposed regulation is really

1 inadequate.

2 I talk to injured employees all the time, and I hear the
3 same story, or versions of it, over and over and over again at
4 the initial appointment. And I got hurt. They sent me to the
5 doctor. Of course, it's an industrial medical clinic where
6 they see a physician's assistant and they have three body parts
7 that are injured, but they only write down one. You know the
8 drill.

9 And the Applicant wants to switch to a different doctor.
10 So they call the claims examiner. And variation one is no one
11 ever calls back and nothing ever happens.

12 Another variation is the claims examiner calls back and
13 explains -- and I hear this over and over again. They told me
14 I have to wait 30 days to switch doctors which of course was
15 the law of many years ago. It isn't now.

16 Another variation is they say, well, we'll help you find
17 a doctor and then nothing happens.

18 Another variation is we'll help you find a doctor and
19 then they send the names of three handpicked doctors from other
20 industrial medical clinics and who knows what criteria they
21 use. I really doubt it's in the best interests of my client,
22 but they send them three names. Here, pick one of these. And
23 then they call one of those doctors and then he or she says,
24 oh, we're not taking new patients, or we can't see you till
25 it's authorized by the carrier, or well, send us the medical

1 file and we'll look at it and see if we might be willing to
2 treat you.

3 Now, at first I thought maybe these were just isolated
4 incidents; you know, maybe this worker didn't understand what
5 was going on or maybe this was just an unusually bad adjuster
6 or something. But after you hear that over and over again,
7 hundreds and hundreds of times with little variations, you
8 realize this is endemic to the system that we have created.

9 Of course, I can't complain too much because what ends up
10 happening is people get on the phone and call and say I need an
11 attorney because I can't get any response out of the system.
12 So I guess that might be good from my point of view.

13 But the reason that medical access assistants are in the
14 bill is the way the MPN's are run and the way the adjusters act
15 is designed to block people from getting care. That's what
16 they're doing. That's what's really going on.

17 The rule that a medical access assistant has to call back
18 within 24 hours isn't going to change the status quo. It's not
19 going to change anything. We have a rule now that there has to
20 be an 800 number you can call if you're having trouble getting
21 help.

22 If you specify a very low standard of conduct in the
23 regs, which is what we've done right now, oh, somebody has to
24 call you back in 24 hours, that's what you get. You get a very
25 low standard of conduct because the carriers aren't going to

1 stampede to provide better services. They're going to do the
2 minimum or less.

3 I think this regulation needs to be extensively rewritten
4 to specify what these medical assistants need to do. They need
5 to tell the worker you can pick any doctor in our MPN. Here's
6 how you get on the website and look at all the doctors. You
7 tell us who you want, unless you want us to pick them. And as
8 soon as you tell me who you want -- I'm the medical
9 assistant -- I will call them right now and make an
10 appointment, and I'll tell them it's authorized. And if they
11 want the medical file, I'll send the medical file. I should do
12 that anyway. And I'll get you the appointment within the time
13 limit set forth in the statute and the regs. That's what a
14 medical assistant should have to do, not just call you back 24
15 hours later and do nothing which is what they'll do with this
16 language.

17 So I think we need to really take another look at the
18 problem that really exists in the real world and fashion a
19 regulation that's consistent with the statute that addresses it
20 so that people can get treatment.

21 The other thing I wanted to comment on briefly is
22 proposed section 9767.5(a) which has some new language about
23 the MPN access standards and it says that they would have to
24 have at least three physicians for the five most commonly used
25 specialties. That's a pretty low bar. That means you could

1 have five -- three physicians for the five most commonly used
2 specialties and just one physician in every another specialty.
3 That's really substandard.

4 There's no medical insurance plan or private health plan
5 that does that. And I already think my clients get substandard
6 care in the work comp system, but this will just make it much
7 worse. It will allow MPN's to exist that have so few doctors
8 that there's no choice and the people, frankly, won't even be
9 able to get appointments because the one doctor they have in
10 this specialty is booked up.

11 I don't see any reason to relax the standards and make
12 the MPN smaller and more restrictive and even less accessible.
13 It seems to me that that's probably the opposite of what good
14 public policy would dictate.

15 As you know, CAAA has submitted written comments
16 electronically and we go into these and other things in some
17 detail. I'm not going to reiterate all that. And now I wanted
18 to honor the time limitations, so I'll pause there. But thank
19 you for the opportunity.

20 MR. PARISOTTO: Thank you very much.

21 One thing to note, there are several names on our list
22 that checked both the "yes" and the "no" under "do you wish to
23 provide oral testimony." So in the interest of not
24 embarrassing anybody, I won't call your name. But if you do
25 wish to offer some oral testimony at the end, you're certainly

1 free to come up and do so.

2 Our next speaker is Patricia Brown.

3 PATRICIA BROWN

4 MS. BROWN: Good morning.

5 State Fund, as the largest insurer in California,
6 adjusted over 130,000 claims last year. Our not-for-profit
7 status allows us to focus our efforts on delivering superior
8 claims outcomes to the injured workers that we serve.

9 We appreciate the opportunity to participate in this
10 important process. We are submitting written comments that
11 provide recommendations regarding various aspects of the
12 proposed regulations, but our oral comments will focus on the
13 proposed penalty schedule in section 9767.19 which is of great
14 concern to us.

15 MPN's can play a key role in ensuring timely,
16 high-quality medical services. Implementing a successful MPN
17 system requires the consideration of the practical abilities of
18 insurers to adjust their operations to satisfy the regulatory
19 requirements. In order to encourage an MPN system that is
20 efficient, effective and accessible, it is crucial to strike a
21 careful balance. Injured workers must have access to prompt,
22 high-quality care and insurers must be able to comply with the
23 requirements that are not so onerous as to place unfeasible
24 burdens on business operations.

25 We appreciate the dedicated efforts of the DIR in

1 drafting these processed amended regulations. However, State
2 Fund has concerns about the penalty schedule because it goes
3 far beyond what is necessary to achieve accountability and
4 incentives to provide prompt, quality care.

5 We request that the DIR make changes to the penalty
6 schedule under 9767.19 to create an MPN system that aligns the
7 penalty provisions with issues that negatively impact the
8 injured worker's ability to obtain quality care and at the
9 same time recognizes the need to reduce costs for insurers and
10 employers.

11 The proposed penalty schedule imposes aggressive
12 compliance deadlines that do not necessarily impact an injured
13 worker's ability to timely access medical care. For example,
14 tight timeframes to submit notifications regarding MPN plan
15 modifications may have little or no bearing on an injured
16 worker's access to care. Quarterly updates for plan
17 modifications should suffice unless the changes are significant
18 and will adversely affect injured workers. Further, the
19 proposed schedule imposes potential aggregate penalties for
20 omissions or errors as to one notification in which multiple
21 changes were needed. This can result in the potential for
22 exorbitant and duplicative penalties regardless of the
23 seriousness of the violation or its impact.

24 The important need for accountability and compliance in
25 ensuring prompt access to quality care can still be achieved

1 with a penalty structure that balances the needs of the injured
2 workers, the complexities of business operations, and the need
3 for adequate time to allow coordination between MPN's, their
4 physicians, and the claims administrator.

5 State Fund respectfully requests that the DIR evaluate
6 the penalty schedule and make changes that will eliminate
7 penalties for minor, technical errors made in good faith,
8 duplicative penalties that bear little relationship to the
9 infraction and its impact, and establish a framework that
10 recognizes the need for a more practical and achievable
11 compliance timeframe. These changes are necessary to achieve
12 dual goals of providing high-quality care to injured workers
13 and reigning in escalating medical costs for the benefit of
14 California employers.

15 Thank you for your consideration of State Fund's
16 comments.

17 MR. PARISOTTO: Thank you very much. Anita Weir.

18 ANITA WEIR

19 MS. WEIR: Thank you. A-N-I-T-A, W-E-I-R.

20 I'm the medical director for Safeway which is a large
21 self-insured, self-administered retail company in California.

22 Safeway wishes to thank the DWC staff for the diligent
23 work of these and other regulations over the past several
24 months and years. While we may not always see eye-to-eye, your
25 willingness to listen to our concerns and act on them is

1 appreciated.

2 For these proposed regulations, the reduction of the
3 onerous notice requirement is appreciated and should reduce the
4 litigation based solely on whether an original notice was sent
5 eight years ago.

6 We understand that the DWC is attempting to identify
7 basic management requirements for all networks and to right the
8 wrongs of some previously unmanaged or mismanaged networks.
9 But overregulation can lead to unintended consequences, such as
10 cost overruns, providers quitting the program altogether, and
11 unnecessary make-work for employers. Please do not punish
12 everyone for the few who have not managed well.

13 Safeway supports the comments submitted by CWCI and the
14 California Chamber which are a more complete review of these
15 regulations.

16 I will focus on three primary concerns that I personally
17 have in managing our network and those are the requirement of
18 having to select five medical specialties for all geographic
19 locations, the tracking logs for the access assistants, and the
20 multiple penalties. None of these requirements ensure better
21 access or better quality of medical care to the employee.

22 The requirement for having to select five medical
23 specialties for all geographic locations is referenced several
24 times in the regulations; "the five" it becomes. And at
25 least -- therefore, there must be at least 3 times 5 in every

1 geographic location. There is no rationale provided for why
2 it's not three or six; why five is the magic number. This
3 seems to be an arbitrary number and unreasonable for those of
4 us who cover the entire state.

5 There are hundreds of towns and Safeway covers most all
6 counties in the state. There are hundreds of towns without 15
7 physicians of any type of specialty within a 30-mile access
8 requirement. This reg will require hundreds of alternate
9 mileage standard requests from the DWC during plan approval and
10 the MPN will be constantly open to challenge for adequacy and
11 open to penalties based on the arbitrary number of five rather
12 than being responsible to the individual community availability
13 and the workers' differing needs.

14 Additionally, we are required to have quality assurance
15 measures for these providers. This seems to fly in the face of
16 requiring 15 in every location regardless of their
17 qualifications.

18 Related to this excess of specialty requirements are the
19 penalties associated that will place every network in constant
20 litigation regarding validity of access if just one of the now
21 15 are not available on a given day. These penalties will
22 drive more negative behaviors becoming the new low hanging
23 fruit to litigate out of the MPN.

24 In the same vein, physician acknowledgments for all
25 renewals, even evergreen contracts, and the requirement to

1 report to the MPN any change in group data in ten days places
2 extra burden on the providers who already have to deal with
3 multiple contracts, calls for information and credentialing
4 document submission. The MPN contracting process should be
5 left as the business issue it is, between the network and the
6 provider.

7 The access assistant tracking log is unnecessary,
8 expensive and should be stricken from the proposed regulations.
9 Let the complaint process demonstrate where the problems exist.

10 The overaggressive penalties will have a significant
11 chilling effect on MPN programs. Safeway administered our own
12 small, directly contracted network which covers nearly every
13 county in California.

14 We will be in constant jeopardy of losing at the access
15 penalty roulette these regulations establish because there are
16 not adequate providers in these communities. Many of the
17 penalties related to the administrative rules are redundant.
18 These regulations do not provide any benefit to the injured
19 worker's access of quantity medical care.

20 I will submit the details of our comments in writing.
21 Thank you.

22 MR. PARISOTTO: Thank you. Jason Schmelzer.

23 JASON SCHMELZER

24 MR. SCHMELZER: Thank you. Good job saying the name too
25 by the way.

1 MR. PARISOTTO: Thank you.

2 MR. SCHMELZER: Usually don't have that.

3 Jason Schmelzer on behalf of the California Collation on
4 Workers' Compensation and also Cal Chamber who could not be
5 here today.

6 I think Anita from Safeway hit just most of the points I
7 was going to make so I'll spare you the time and just hit a
8 couple of broad subjects.

9 SB 863 was really a balancing act so, I think, generally
10 what you're hearing from employers and maybe some insurers is
11 the contents of 863 were meant to empower medical provider
12 networks and kind of drive some of the technical and legal, you
13 know, rangling out of the system. And I think, generally
14 speaking, and specifically as Anita pointed out, we would like
15 to see the DWC, upon implementation, focus on that as a general
16 theme.

17 Let's drag out some of these little technical problems
18 and disputes that lead to Applicant attorneys, you know, trying
19 to drive their injured workers out of the MPN's and creating
20 disputes and doing those kinds of things. So generally
21 speaking, we'd like to see you head in that direction. We
22 think you've done a pretty good job, but there are areas that
23 need to be sharpened as Anita pointed out. So we're there.

24 The reason this is so important to employers is -- if you
25 can look at 863 as a whole, like I said, it was a balance act.

1 The benefits are in and we're really kind of sitting back,
2 watching rates rise, watching costs rise for employers, and
3 we're focusing on actually acquiring the savings that were
4 outlined, you know, as we were all kind of rangling at the end
5 of last year's legislative session trying to get there to a
6 deal. So we are very focused on making sure that the balance
7 that was represented by 863 is actually realized upon
8 implementation.

9 I think the number one concern -- and we'll submit a
10 letter later this afternoon that has all of the technical
11 details, all the definition questions and things of that
12 nature. But I think the big picture that we're really focused
13 on right now is the penalties, as was pointed out by Anita. It
14 seems like we are still focused on these minor, technical
15 infractions in creating a lot of, you know, what add up to be
16 pretty substantial penalties for small things that don't
17 necessarily impact an injured worker's access to care or the
18 care itself.

19 I think what we'd like to see the Division do is focus
20 broadly on areas where, you know, mistakes or, you know,
21 implementation errors by employers on their MPN's that actually
22 impact care to injured workers, that's where we'd like to see
23 the penalties focused. We don't want to have five different
24 areas of penalties for, you know, resubmitting an MPN or things
25 like that that you'll see in our comments, kind of focus on the

1 big picture.

2 What we're hearing a lot from our members is that they
3 are concerned that there is going to be a disincentive to
4 continue using MPN's. And if you look at the way that the
5 system is structured with evidence-based medicine and
6 utilization review and all of these things, MPN's fit in there
7 for a reason. Frankly, our members tend to do less utilization
8 review on their MPN docs. We really do want MPN's to stay
9 around. They're a vital piece of how employers provide
10 evidence-based care to injured workers, better care more
11 quickly with fewer delays.

12 We'd like to see the penalties reduced in areas where
13 frankly they don't need to be high. If we really are going to
14 focus on something, it is focus on those penalties where, you
15 know, mistakes impact the care to injured workers.

16 And with that, like I said, we'll submit longer-winded,
17 technical comments later for you. Thank you.

18 MR. PARISOTTO: Thank you very much.

19 Leslie Rivera Melton. Let me just keep going down the
20 list. Renee Ennabe.

21 RENEE ENNABE

22 MS. ENNABE: Good morning. My name is Renee Ennabe,
23 E-N-N-A-B-E.

24 I am an independent contractor, a freelance interpreter,
25 and I am here in opposition of the MPN for interpreters.

1 the State not recognizing we are all independent language
2 providers. This is extremely important because we cannot be
3 considered medical providers. We do not assist in any way with
4 the treatment, with any care of the health care to the injured
5 worker. We're only there for the injured worker. If it's not
6 because of our assistance, injured workers would not be able to
7 benefit from their given rights.

8 I truly object to this proposed regulation in the fact
9 that in my years of experience I have seen many cases that are
10 "my doctor is on the MPN list." And I have seen injured
11 workers that have had to wait over a year to get their
12 treatment authorized.

13 I mean, how much longer from every six weeks that the
14 patient has to come back because those PR-2's have to be
15 submitted and yet their treatment is still not authorized.
16 We're talking body parts that for some reason at the industrial
17 clinic they were not all disclosed. What happens when these
18 medical providers are constantly writing the necessity for the
19 treatment and yet MPN's and carriers are not authorizing the
20 treatment. They are obligating us to continue following the
21 care of an injured worker just so that they could be heard why
22 do they need the necessity of their ongoing treatment.

23 At the same time, if we're talking about what is proper
24 in quality care, who draws the line? Who says when an injured
25 worker -- if they cannot even get authorized to even have a

1 simple MRI done or even authorized for physical therapy. By
2 the time that you wait after a year, it's too late. Now they
3 have even more multiple body areas. So I think at this time we
4 need to see how all this is going to be impacting our industry
5 as independent interpreters.

6 And I also don't agree with creating an MPN for
7 interpreters because the intent is not fair. They need to
8 build up a real reason why an independent list from those
9 companies outside of the state of California. It's totally
10 not -- the intent is not transparent because they need to
11 create something for us. How are we small agencies or
12 interpreters ever going to be added to a list? That's very
13 biased. My opinion.

14 Thank you for your time.

15 MR. PARISOTTO: Guadalupe Favela.

16 GUADALUPE FAVELA

17 MS. FAVELA: Good morning. Last name F-A-V-E-L-A.

18 I am also an interpreter. I am a court certified
19 interpreter who has been working in this business, in workers'
20 compensation, for the good part of 33 years. Along with my
21 siblings and myself, we have served our community with
22 interpreting wherever and whenever it has been needed. We are
23 there. We have been there. And we have worked rather well
24 with defense attorneys, with Applicants' attorneys, with
25 doctors, with every aspect of every part of workers'

1 compensation, and we have done -- we have survived, and we have
2 made a living for ourselves, for our children, for other
3 people.

4 I too am not going to go here and talk about the
5 legislation or the bill or what is happening that is proposed.
6 All I'm here to say is that with what is proposed about us
7 becoming a member of an MPN that we really don't really know
8 how it works or know anything about because all we have ever
9 known is how insurers make sure that we have a very, very
10 difficult time being paid.

11 We are well-qualified. We maintain our certification.
12 We are court certified. We go through everything that they
13 tell us to do to maintain quality, to have built up
14 respectability in our profession. It is a profession. And we
15 are all very respectable and respected because we treat the
16 people we interpret for as they should be treated. And we are
17 the ones who facilitate their communication, not only with the
18 doctors, not only with the attorneys, with judges, with trials,
19 with everything.

20 If you do allow us or you make us a part of your proposed
21 MPN, I will stand here and say that you would have allowed
22 Goliath to slay David. Literally, we are small. We serve our
23 communities, and we want to keep it that way. Thank you very
24 much.

25 MR. PARISOTTO: Thank you. Eugenia Richichi.

1 EUGENIA RICHICHI

2 MS. RICHICHI: Thank you. Good morning. It's Eugenia,
3 E-U-G-E-N-I-A, and Richichi, R-I-C-H-I-C-H-I. Blame the
4 Italians.

5 I have been an interpreter -- a certified interpreter for
6 the State of California for 21 years. And I'm an
7 administrative interpreter. I do all sorts of interpretation.
8 Besides the medical, the courts, I do depositions, the jails.
9 I work extensively in the school district. And I know this is
10 about the MPN today so I want to touch on something.

11 There's the regulations about the MPN that Lupe talked
12 about and I just want to focus on one aspect. I'm a graduate
13 of UCLA for the interpreters program. And our professor, Dr.
14 Alexander Rainoff (phonetic), said a point and that's the point
15 I want to present to you. And it's about how these
16 interpreters are going to be selected to the MPN and who has
17 the authority or the knowledge on how to select them.

18 So this is what our teacher -- our professor told us. He
19 said, being bilingual is like having two hands. Being an
20 interpreter is like being a pianist and on more than tens of
21 occasions I've seen people that are bilingual that pose as
22 interpreters. And I am embarrassed, and I am sorry for the
23 people we serve because we're serving them wrong. We are not
24 serving them with a qualification.

25 Remember the movie Catch Me If You Can? It's a little

1 bit like that. They are posing as interpreters and who's
2 getting the bad end of the stick? Everybody we serve, starting
3 with the injured worker and, as we all know, most of them are
4 not very educated. So they don't voice their opinion about the
5 bad service they're getting. So interpreters are pianists.
6 They are not just with two hands.

7 So thank you for your time. Thank you very much.

8 MR. PARISOTTO: Thank you. Robert Duran.

9 ROBERT DURAN

10 MR. DURAN: My name is Robert Duran, D-U-R-A-N. And
11 I'm -- I'm here speaking in opposition to the proposal to put
12 interpreters in the MPN.

13 And it's been reiterated several times already. We are
14 language facilitators. We don't provide medical treatment and
15 to put us in as an ancillary service is wrong. And I don't
16 believe that the DIR/DWC has that statutory authority to do
17 this, to make this change. I think it's just something -- if
18 you're going to change the Labor Code, it's going to go through
19 the legislative process. It can't just be done, wham, here you
20 are, you are now an ancillary service.

21 And it appears to me that you're kind of creating a new
22 definition and this definition is to narrowly focus the roles
23 of interpreters and you're tailoring it to meet the providers,
24 the -- by providers, I mean the carriers. They're looking for
25 total control of the system. And this is another brick in that

1 wall that they're trying to build.

2 Now, interpreters are supposed to be impartial to the
3 whole process going on. You're injured at work. You need a
4 language facilitator. I'm here to help you. I have no
5 interest -- I don't have a horse in the race. I'm here to be
6 the conduit between the doctor and the injured worker. Now,
7 we're totally unbiased in the whole process.

8 Now, if you do create an MPN for interpreters, I think
9 the problem you're going to run into is a lot of carriers
10 already have that they call a preferred vendor list or a
11 preferred provider list for interpreters. I get on the
12 telephone. I'll call a carrier. Hello, I want to provide our
13 service. Sorry, you can't. Our vendor list is full. Okay.
14 How do I get on your list? Is there standby? No. You have to
15 contact either One Call, Optimal or 3i who are national
16 agencies that provide services and get on their list before you
17 can get on our list.

18 Now, you're depriving businesses in California from
19 really being in business because now you're allowing a company,
20 a third party that is out of state, to control all of these
21 interpreter issues.

22 Another issue -- to magnify this problem even bigger,
23 you're now going to allow a claims adjuster, claims
24 administrator to, quote-unquote, provisionally certify an
25 interpreter. Now, this claims adjuster or administrator

1 probably has no idea what an interpreter does, but yet I go to
2 -- the patient goes to Dr. Smith. His attorney sends an
3 interpreter over who happens to be a State of California
4 certified interpreter or a nationally certified interpreter is
5 there.

6 In comes another interpreter who, as Eugenia said, is
7 bilingual. But the doctor then calls, who do I use? Well, you
8 have to use my interpreter that the carrier is sending, and you
9 have to send away the certified interpreter. Who's damaged by
10 this whole process? The injured worker. Because now you're
11 getting somebody who couldn't tell you a toe from a finger.
12 But they're there to do the interpreting. And a lot of these
13 adjusters have no idea what goes on at the doctor's office.

14 And then you run into a cultural issue. Then you run
15 into a cultural issue. You see what's going on in the Middle
16 East. You see religious sects fighting among themselves in
17 Iraq. You have the Shiites and the Sunnis fighting. Now, you
18 have an injured worker who happens to be a Shiite. They get an
19 interpreter who happens to be a Sunni, but they don't bother to
20 find out the difference. Now, you are going to have a battle
21 on your hands just on that one issue.

22 Same thing could be said with the various Hispanic
23 languages. You can have Peruvians. You can have people from
24 Mexico, El Salvador. They have cultural differences between
25 the languages. So what do they send? They send a bilingual

1 person who doesn't know a Peruvian from a Bolivian and yet
2 they're there to do this so-called certified interpreting.

3 You have the problem with gender. I know where I work
4 there is a certified Urdu interpreter who happened to be
5 female. She goes in to interpret for a male who is Urdu.
6 Never going to happen just on the fact of the cultural basis.
7 But yet they will send somebody that speaks Arabic without
8 taking into effect the dialect that they're speaking of.

9 Now, if you do decide to put interpreters in an MPN, you
10 have to do several things. First of all, you have to make this
11 whole system transparent. I know the issue was brought up
12 about transparency. You have to make it transparent. If
13 you're going to create a list, the list can't be three
14 interpreters from one of these major out-of-state corporations.
15 You can't just list the corporation.

16 If you're going to have interpreters in my area where you
17 have a lot of Arabic, you have a lot of Filipino, you have a
18 lot of Spanish, you have a lot of Indian dialects, you're going
19 to have to have these interpreters listed on this MPN. Your
20 interpreter list for the MPN is probably going to be longer
21 than your MPN. But you're going to have to do it.

22 And this injured worker has to have the right to say I
23 want that interpreter. I don't want your interpreter. I want
24 this interpreter. Because I know that with the last name Singh
25 -- with the last name Singh I know I will get somebody from my

1 culture that's going to be interpreting. But to just say I'm
2 going to send you a Punjabi or I'm going to send you an
3 interpreter is a disservice to the injured worker.

4 Okay. In closing again, I would just like to reiterate
5 my personal feeling is that I don't believe that your body as
6 the DIR or the DWC really has the statutory authority to make
7 this change -- wholesale change in creating an MPN for
8 interpreters. I believe under 4600 this has to be done through
9 the legislative process. And I haven't seen it so....

10 Again, I strongly oppose this proposal and hopefully
11 you'll take my words to heart and -- and end this -- to me it's
12 a -- it's a fallacy.

13 Thank you very much.

14 MR. PARISOTTO: Thank you. Joyce Altman.

15 JOYCE ALTMAN

16 MS. ALTMAN: Good morning. My name is Joyce Altman,
17 A-L-T-M-A-N.

18 I am a certified court interpreter, also own and operate
19 an agency and have been providing interpreting services for
20 over 28 years.

21 I'm here to oppose the MPN's for interpreters. My focus
22 is that the proposed regs will take away the treating
23 physician's judgment as to the cultural and language issues.
24 The proposed regs differ from the standard of medical practice
25 established by the legislature under the Health Care Language

1 Assistant Act which was itself adopted to reflect the
2 requirements of the Civil Rights Act of 1964 and the
3 regulations adopted by the Department of Managed Health Care to
4 ensure LEP enrollees access to medical care.

5 Additionally, the notion of allowing MPN's to withhold
6 listing contracted interpreters like myself, medical from all
7 different areas of certification, is contrary to all notions of
8 patient education and transparency required to allow physicians
9 and treating physicians with a right to make a choice and, most
10 importantly, the injured worker.

11 If MPN's are permitted to contract for interpreters which
12 by definition will limit who may provide interpreting services,
13 who gets to stay on, who gets kicked off. And we all know that
14 those of us that provide services for doctors wherein one day
15 they're on, next day they're off, on, off. Who has this power?
16 Does this power go only to the carrier that has -- it must be
17 someone, if we are forced to have an MPN, that has no financial
18 interest whatsoever in the outcome such as the insurance
19 carriers or the employers.

20 We are all independent contractors. So how would that
21 work? Shall we have these -- should the IRS take a look at --
22 look at these one-stop shops that control the independent
23 contractor and tell us who we have to work for, when, what
24 time?

25 Also this has not been thought through. If it is brought

1 to fruition, the control that this is actually discrimination
2 is redoubled by the fact that we have the greatest impact on
3 injured workers for whom health benefits were otherwise not
4 made available. Since those injured employees with access to
5 non-occupational medical care will be given access to
6 interpreters consistent with the Health Care Language Assistant
7 Act of 1367.04 of the Health and Safety Code section.

8 I remind the panel that there is a huge shortage of
9 certified interpreters. It's close to 100, give or take a few,
10 for the state of California and -- forgive me -- for the County
11 of Los Angeles. There are thousands of assignments that take
12 place on a daily basis. If the carrier is given this power to
13 deem interpreters certified, it will take away the accuracy,
14 the quality, the rendition of the interpretation which will be
15 depriving the injured worker to access to the professional
16 certification and -- for all intents and purposes for which
17 this law is intended to protect -- the injured worker is the
18 one indeed who is harmed and is -- this is discrimination.

19 I thank you for your attention for listening to my words.

20 MR. PARISOTTO: Thank you. Don Shinski (phonetic).

21 MR. SHINSKI: I'll pass. Thank you.

22 MR. PARISOTTO: Leslie Rivera Melton. Carl Brakensiek.

23 CARL BRAKENSIEK

24 MR. BRAKENSIEK: Good morning. Carl Brakensiek on behalf
25 of a number of clients, including the California Society of

1 Industrial Medicine and Surgery, California Society of Physical
2 Medicine and Rehabilitation, California Neurology Society,
3 California Workers' Compensation Services Association, and the
4 California Workers' Compensation Interpreters Association.

5 First of all, I would like to begin by supporting the
6 testimony that we heard this morning from the California
7 Medical Association. We concur with their comments. I would
8 also like to support the comments by the California Applicant's
9 Attorneys Association with regard to what appear to be lower
10 standards for MPN's in these proposed regulations.

11 I'm here today primarily to address the issue of having
12 interpreters within medical provider networks. And you've
13 heard a number of interpreters already testify this morning,
14 and I'm sure that there will be more testifying after I leave
15 the podium, who have made very passionate arguments on why we
16 are concerned about having interpreters included in medical
17 provider networks. We share that concern from a medical or a
18 physician perspective.

19 We are opposed to those provisions of regulation
20 9767.1(a)(1) that would include interpreters as ancillary
21 services. I'd like to point out that neither the enabling MPN
22 legislation or anything in legislative history supports
23 including interpreters in medical provider networks. Later
24 this morning you will be hearing from Mr. Calhoun, the
25 President of the California Workers' Compensation Interpreters

1 Association, who will go into much greater detail pointing out
2 that there is no support for this proposal.

3 In fact, if you look at the amendments that were made to
4 Labor Code Section 4600 most recently by SB 863, you will see
5 that the legislature did not intend to have interpreter
6 services considered treatment under the medical -- medical
7 provider network legislation.

8 If the legislature had wanted medical -- interpreters to
9 be considered medical treatment -- their services be considered
10 medical treatment, they would have made an appropriate
11 amendment to subdivision A of Labor Code Section 4600. The
12 legislature did not do that. They added subdivision G, which
13 is a separate section or subsection of 4600, that clearly
14 indicates that interpreters have a role to play as language
15 facilitators, as facilitating communication between the
16 treating physician and the injured worker, but their services
17 are not considered treatment.

18 I'd also like to comment on some of the changes that have
19 occurred over the last five or ten years with regard to
20 physicians. And that is, as part of their continuing education
21 and training, they are required to be very -- or to become
22 sensitive to cultural and linguistic differences with their
23 patients. And as Mr. Duran and others pointed out earlier this
24 morning, there are very subtle differences in the types of
25 interpreters that are to be used in these cases; cultural

1 differences, religious differences. The list goes on and on.

2 Here are some of the consequences that you face because I
3 view putting interpreters in MPN's as a poison pill. And it's
4 a poison pill because if you consider interpreting services to
5 be treatment, you have to provide the appropriate interpreters
6 in every case through your MPN and if you don't, if you happen
7 to send a Sunni interpreter when you should have a Shiite, you
8 have now basically denied medical care, giving the injured
9 worker the opportunity to opt out of the MPN entirely. The
10 employer will lose control. And so this is a very dangerous,
11 slippery slope you are creating here by including interpreter
12 services within the definition of treatment.

13 How does independent medical review apply? If
14 interpreting services are considered treatment, if there is a
15 dispute over the quality or the accuracy or the -- just the
16 nature of the interpreting services, does that go through IMR?
17 I don't have a clue. But that's something that you need to
18 think about.

19 As also pointed out earlier this morning by some of the
20 witnesses, the interpreter must be impartial. They are a
21 conduit of communication. They cannot be beholden to either
22 the employer or to the injured worker. They must be impartial
23 and to force them to be included in a medical provider network
24 impairs their impartiality.

25 As a consequence, as I think Mr. Gearheart suggested,

1 these regs are not ready for prime time. They have many
2 oversights, many issues that need to be considered that have
3 been raised here and will continue to be raised here today.
4 And we urge you to revisit this issue and to the extent
5 necessary, go to the legislature and get authority to do what
6 you're trying to do here because right now we do not believe
7 you have the authority to include interpreting services within
8 a medical provider network.

9 Thank you.

10 MR. PARISOTTO: Thank you. I think at this point we'll
11 take a ten-minute break and come back and we will call more
12 names. Thank you.

13 (Recess taken from 11:09 a.m. to 11:26 a.m.)

14 MR. PARISOTTO: All right. Let's go back on the record
15 and continue our hearing.

16 Steve Cattolica.

17 STEVE CATTOLICA

18 MR. CATTOLICA: It's still morning. Good morning
19 everybody. Thank you for having me. My name is Steve
20 Cattolica. It's spelled C-A-T-T-O-L-I-C-A. I learned that a
21 long time ago.

22 I also, as Carl does, represent the California Society of
23 Industrial Medicine and Surgery, the California Society of
24 Physical Medicine and Rehabilitation, the California Neurology
25 Society, the California Workers' Compensation Services

1 Association, and the California Workers' Compensation
2 Interpreters Association.

3 As I am wont to do, I'm going to spend most of my time
4 talking about some relatively technical issues that we noticed
5 in the regulatory proposal, but before I do that, I want to
6 piggyback on some of the things that have already been said.

7 First of all, we support the concerns of the Applicant
8 Attorneys Association and certainly our interpreter clients.
9 It's critical that the Division understand that not unlike the
10 whole bill, 863, we're not quite sure that you understand that
11 -- the implications of everything that you've proposed, and we
12 hope that you take, not only our comments, but also those of
13 the payer community to heart.

14 I do not believe that in this room there is consensus
15 with respect to the -- as I believe Ms. Brown from SCIF said,
16 something to the point of -- to the effect that the carriers
17 have the ability to actually achieve implementation of what
18 you're proposing. And certainly with respect to interpreters,
19 we believe that's absolutely the case.

20 Individual -- individual interpreters, the need for them
21 is especially acute. We believe in the role of interpreting
22 for psychiatric and psychological treatment. It cannot be that
23 the interpreter that is -- that shows up is not unlike the car
24 salesman when you walk on the lot and you get the one at the
25 front of the line at the double door as you walk towards the

1 showroom. That relationship is extremely important to the
2 accuracy and fairness of the treatment and the effectiveness of
3 the treatment that's delivered.

4 We also believe that Mr. Gearheart spoke truthfully when
5 he was concerned about the medical assistant -- medical access
6 assistant. Those individuals are going to need to be able to
7 be responsive to whomever is at the other end of the line which
8 means that if, in fact, you go forward with the way that they
9 are supposed to work, you'd expect them to be, not only
10 bilingual, but have the access to complete interpreter services
11 for anybody who may call.

12 Our written comments, the comments that I provided to
13 you, are, as I say, a little bit more technical in nature than
14 those provided by Mr. Brakensiek and those that might be
15 provided by our other clients, but I did want to bring up a
16 couple that I think are quite important.

17 9767.3(d)(1) talks about documentation necessary to
18 establish eligibility for an MPN Applicant. And in that, the
19 Division is quite courteous because it says -- it asks that
20 entities providing physician networks please provide the
21 requirement -- or the documentation necessary. And of course,
22 they could always say no. So I would suggest that the word
23 "please" be stricken.

24 In letter (d)(8)(L), as I think Miss Weir spoke, gives
25 the MPN Applicant the opportunity to name five specialties that

1 it believes that most -- I think the language is five most
2 commonly used specialties based on common injuries for workers
3 covered under the MPN. The statute says covered by a MPN. So
4 I think that the fact that an MPN may discern its clientele a
5 certain way and therefore in -- I'm going to say -- a
6 self-serving manner name the five specialties that are easiest
7 to cover actually would be doing a disservice for any other
8 injury besides those five.

9 Because you've linked the list of five with 9767.5 and
10 the access standards because that's the only -- those are the
11 only five that need to have three specialists available. The
12 others can get short shrift.

13 One contrasts this with the HCO requirement, which I have
14 some experience with, where there was needing to be five
15 specialists for every specialty in every geography, every zip
16 code that the HCO was going to be authorized to provide care.

17 We believe that the HCO standard makes more sense than a
18 foreshortened -- and I'm going to say -- self-serving list of
19 specialties that's named by the fox watching the hen house.

20 In (d) (8) (P) talking about communication between the MPN
21 and its contracted providers, we appreciate that the Division's
22 retained that critical communication. We particularly look
23 forward to hearing from the provider community that copies of
24 the MPN's economic profiling policy and procedures are actually
25 being received at their offices.

1 We understand the complaint and penalty provisions of
2 this article that follow later, a complaint regarding failure
3 to deliver that economic profiling policy could cause a review
4 which may result in suspension or revocation of the MPN
5 certificate.

6 I've mentioned 9767.5 and it says that -- it allows the
7 MPN to narrow the specialties that it provides under the access
8 standard and of course there's no authority, we believe, for
9 the administrator to take this -- create this flexibility.

10 No MPN Applicant, especially an insurance carrier or a
11 TPA, can predict year to year what entities it may insure or
12 what entities it may provide claims administration for, not to
13 mention the mix of injuries. MPN recertifications that attempt
14 to list the top five could need to modify their MPN
15 applications for each new employer it provides coverage for and
16 service.

17 Entities that provide network services will be
18 particularly prone to having issues with keeping this list
19 current in that they may be leased or re-leased many times
20 without any knowledge of the anticipated injury mix for that
21 new leased access.

22 Under physician acknowledgments, 9767.5.1, it states, in
23 part, that each MPN physician shall have a written
24 acknowledgment to participate in that MPN. And we request a
25 little clarity there because the Labor Code 4616.(a)(3) states,

1 in part, that each MPN shall provide a separate written
2 acknowledgment in which the physician affirmatively elects to
3 be a member of the network. We think that you may have made a
4 typographical error when you suggested that the regulatory
5 language be changed to read that the physician must keep a copy
6 of the written acknowledgment to participate in that MPN.

7 Under the modification of medical provider network plan,
8 9767.5.8, various advance notices requirements found within
9 this section together with the default time frame pursuant to
10 subsection A do not appear consistent with the approval process
11 for modifications as described in subsection D.

12 In fact, we don't understand how an MPN can be allowed to
13 file a modification with the Division in any less than the same
14 60 days that the Division has to approve the modification. As
15 written, this section appears to allow an MPN to comply with
16 the notification requirements, implement the change without
17 ever knowing whether the change is going to be approved.

18 In addition, for whatever reason, the DWC does not review
19 the modification in a timely manner, an otherwise incorrect
20 change could be approved by default. In contrast, a work comp
21 HCO under Labor Code 4600.5 is required to gain approval for
22 any material modification before the change can be implemented
23 which we believe is a far superior procedure.

24 Therefore, since the default approval process cannot be
25 changed, that's in the statute. Isn't it? We suggest that any

1 and all of the changes that result in filing an MPN
2 modification must be filed prior to the 60 days -- prior to 60
3 days before the change takes place. Otherwise, a change
4 properly filed pursuant to the section later found to be
5 disapproved could mean injured workers would not have been able
6 to exercise their right to find a provider of their choice
7 outside the MPN during the period that the MPN was not -- was
8 not actually not in compliance.

9 9767.12 Employee Notification: This subsection requires
10 that the notice in the section shall be provided in English and
11 also in Spanish. We suggest that, in addition to all the other
12 requirements, this paragraph include a requirement that the MPN
13 notify injured employees how they can obtain information about
14 these notices in their native language.

15 9767.12(1)(D), this subsection states that for periods
16 when an employee is not covered by an MPN -- and it goes on to
17 talk about what might happen in the transition period. We
18 suggest that it's clear if the DWC were to state that for dates
19 of injury occurring during a time period when an employee is
20 not covered by an MPN. As much, I think that's clarifying.

21 Finally, and I think probably of most concern to me
22 personally having the experience I have, the various sections
23 in -- I've had an opportunity to talk to some individuals
24 during the break, but 9767.14, 16 and 12 all have to do with
25 violations and hearings and penalties.

1 The legislature, for whatever reason, created a -- a new
2 MPN Applicant called an entity that provides network services.
3 I think that it was probably the legislature's attempt or I
4 should say the drafters of 863's attempt at somehow allowing
5 networks to become an MPN much like they can an HCO and
6 allowing payers and insurance carriers of course to just simply
7 attach to that single certification rather than going through a
8 number of certifications individually when essentially the
9 application is exactly the same as all the rest.

10 We think that's a great idea, except for one thing. That
11 -- we believe that there's an unintended consequence of this
12 accommodation in that the provisions for reapproval of
13 probation, et cetera, complaint and penalties sections of this
14 article if found against an entity that provides network
15 services, an entity's MPN for one employer, one carrier, one
16 claims administrator will be affected for all of them. Each
17 one of their clients are all certified with the same MPN. If
18 that MPN is found -- put on probation, suspended, revoked, what
19 are all those clients supposed to do? So we would suggest that
20 it's very shaky for an entity that provides network services to
21 become an MPN and carry on that burden.

22 Our written comments are a little bit more lengthy. I
23 apologize for taking as much time as I did take, but we
24 appreciate your time. And as someone said to you, please take
25 everything under consideration. This is a -- a labyrinth that

1 is not easily navigated and it would be a shame to put the
2 payers and the providers who are working with and for the
3 payers as MPN providers into a situation where they really
4 can't comply.

5 Thank you.

6 MR. PARISOTTO: Thank you. Carolyn Bouchard.

7 CAROLYN BOUCHARD

8 MS. BOUCHARD: Good morning. Thank you very much for
9 having me here. And I promise I won't take too much of your
10 time.

11 I am a certified medical interpreter. And I just want to
12 give you a little bit of an insight of what is actually
13 happening out there. And I thought that the best way to do
14 that is to be very -- can I say explanatory of situations that
15 I've had to face throughout my endeavors.

16 I -- and I'll give you an example. I presented myself to
17 a doctor's office in order to assist an injured worker. At
18 that same appointment another interpreter shows up. First
19 question we always ask, are you certified? The other
20 interpreter responds, no. Really? Well, kind of. I've just
21 taken a one-week course, and I have a certificate of
22 completion. Oh. You're not certified. No. And I don't need
23 to be. Excuse me? No. I don't need to be because I work for
24 an agency that has this long list and they've sent it over to
25 the adjuster. The adjuster just signed off on everybody so

1 we're good to go. Really? Yes. Okay. Well, I'm going to get
2 started with the patient. Please do.

3 Okay, sir. Have you ever been poked with the needles?
4 Oh, yeah. About 12 times. They didn't do anything for me.

5 In the meantime, I'm looking. I'm seeing that the actual
6 question is to see if the patient has ever had an EMG test.
7 The patient is understanding if he has had acupuncture.
8 Response written by the qualified interpreter, oh, yeah. The
9 patient has had 12 of these and they haven't helped.

10 At that point, of course, the secretaries are busy
11 calling adjusters and calling whatnot. Secretary comes, I'm
12 sorry. The interpreter has to stay. You have to go. You
13 don't have approval from the adjuster. Well, the attorney had
14 sent me. I think the attorney has the best interest. It
15 doesn't matter. It's whatever the adjuster says. Okay. Fine.
16 Next time.

17 Second circumstance: I go there. Patient doesn't have
18 an interpreter. I'm standing there. Hi, I'm the certified
19 interpreter. I'm here for another patient. I'd be glad to
20 assist you with this patient. The patient has the right to be
21 understood and to be understood clearly. Okay. Fine. Let's
22 call the adjuster. They call the adjuster last minute. What
23 was the agency that was supposed to be here? Oh. 3i. No
24 interpreter? Okay. I'll be glad to help.

25 I fulfill the appointment. I go over there. I do the

1 interpretation for the patient. Come time to call the
2 adjuster. Dear adjuster, my name is Carolyn Bouchard. I'm the
3 interpreter that you authorized so that I could perform the
4 interpreter services. Oh, well, let me see. Let me have you
5 talk to our provider network, you know, the person in charge.
6 Okay.

7 Hi, my name is Carolyn Bouchard. I interpreted for this
8 appointment, and I need you to please assist me so I can do the
9 invoicing. Oh, you're not part of our preferred network.
10 You're not part of our MPN. Oh. Okay. And how can I do that?
11 Well, you have to belong to A, B, C or D agencies. Ahhh, wait
12 a minute. You know, you know all those agencies are
13 subdivisions of a larger agency. So you're trying to tell me
14 that only if I belong to that one, large agency under different
15 subdivisions is how I could get paid.

16 But wait a minute. It just happened with the other
17 patient that the adjuster just approved a bunch of preferred or
18 prequalified interpreters. Okay. Let's see what we can do.

19 Ring. Hello, agency. Yes. My name is Carolyn Bouchard.
20 I'm a certified medical interpreter. I would like to make my
21 services available to you. Oh. We don't need you. Excuse me?
22 No. We don't need you. We have all the interpreters that we
23 need. And if we need you, we will give you a call.

24 I take a look at statistics, and I find out, okay, wait a
25 minute. How many certified interpreters are there in the State

1 of California and how many appointments do we have on a monthly
2 basis. Somewhere the numbers are not making sense. And here
3 I'm finding that I am having to sacrifice myself for people who
4 are not as prepared who are not certified and not only that,
5 now they belong to the MPN. I'm being squeezed out, just like
6 many of these little agencies are being squeezed out.

7 Who do you count for the services, the many certified
8 interpreters who are very high qualified and who are very
9 willing to make sure that these patients get the best services
10 that they can get.

11 Please know interpreters are fully dedicated to this. We
12 really do have the patient's best interests in mind. We abide
13 by codes of ethics. We do our research. We study. We update.
14 We take pride in our profession. Please don't take that away
15 from us for making us belong to an MPN who an adjuster or an
16 insurance company who has no idea of what we do. Don't make us
17 belong to that.

18 Thank you.

19 MR. PARISOTTO: Thank you. Melissa Cortez Roth.

20 MELISSA CORTEZ-ROTH

21 MS. CORTEZ-ROTH: Thank you. Melissa Cortez-Roth
22 representing Comp Pharma. We're an organization made up of
23 pharmacy benefit managers. My comments today are on the
24 inclusion of pharmacy services as ancillary benefits.

25 This is actually currently allowed under the law. We're

1 very supportive of including this in the regulations. However,
2 there is one area where we would like some clarification.

3 Under SB 863 treatment from an out-of-network provider
4 does not have to be paid by the employer or carrier. Right now
5 if an employer has pharmacy services as an ancillary benefit in
6 their MPN, they are still required to make payment on
7 out-of-network claims. So we wanted some clarification on if
8 that provision will extend to ancillary providers in these
9 regulations. If that will be the case, then we strongly
10 recommend also outlining some kind of a process on first fills
11 or out-of-network claims in the instances where the network has
12 not been identified by the pharmacy yet. That would avoid
13 significant confusion in the billing process and also ensure
14 that injured workers have access to timely medications on those
15 first fills.

16 Thank you.

17 MR. PARISOTTO: Thank you. Kimberly Riddle.

18 KIMBERLY RIDDLE

19 MS. RIDDLE: My name is Kimberly Riddle. Kimberly and
20 then Riddle, R-I-D-D-L-E.

21 And I am with Networks By Design and we thank you for the
22 opportunity to speak this morning.

23 We have concerns about the physician acknowledgments in
24 9767.5.1. I have been in network development and working with
25 contracted physicians for many, many years, over 25 years. And

1 although the intention is very good when you send information
2 out to them to respond timely, we're concerned about the
3 requirement to send an amendment that has to be signed every
4 year on the anniversary date by the physician.

5 We have contracts that are sent out that are evergreen.
6 They have acknowledged them. There is specific information
7 regarding the MPN in our contracts. And so if we are able to
8 do due diligence, the networks would be -- it would be very
9 beneficial and far less labor intensive to be able to provide
10 the due diligence that we did send information out if we did
11 not receive a signed amendment timely, that we could prove that
12 due diligence and, therefore, the only other recourse as it
13 stands now would be to remove that provider or physician from
14 the MPN.

15 We are concerned that that would be fatal to MPN's
16 because if they don't respond timely and many times we will
17 send out information that requires a signature, and we'll have
18 to send it out four to five times for solo practitioners and
19 small groups. Again, they usually have very busy practices.
20 Many times they have turnover within their offices. Paperwork
21 gets lost on a regular basis.

22 And so again, we ask for your reconsideration that if we
23 do show due diligence in sending out those physician
24 acknowledgments, and we're able to identify that due diligence,
25 that if we do not receive a response in a timely manner as far

1 as a signature, that we can maintain those providers within the
2 MPN.

3 Thank you.

4 MR. PARISOTTO: Thank you. Debra Marchevsky.

5 DEBRA MARCHEVSKY

6 MS. MARCHEVSKY: Debra, D-E-B-R-A, Marchevsky,
7 M-A-R-C-H-E-V-S-K-Y.

8 I'm a federal court medical administrative interpreter.
9 I'm the owner of MultiLingua Interpreters. I've been an
10 interpreter for about 22 years. And I am here to show my
11 support to the position where interpreters are not to be
12 considered ancillary services. We believe it should be
13 stricken as a provision. If the time comes where that is
14 necessary, it should be up to the legislature that represents
15 taxpayers and voters. This cannot be done by just writing it
16 in at a moment's rush.

17 My only explanation we find for this is big business
18 having a big hand. We all know the names. The names are One
19 Call. They are in Florida. They bought up Optimal. Then they
20 bought up Stops. Then they bought 3i in California because we
21 complained that they were not even paying state taxes. So they
22 just simply bought 3i. Then they bought Cypress Care.

23 Then they bought Tech Health. And just today I found out
24 that One Call is up for sale. The big octopus is up for sale
25 for 1.5 billion dollars. They're doing business not only in

1 the California. They're all over the country. And the big
2 money that comes from the big corporate companies is not only
3 in the United States. It's around the world.

4 Interpreters are a source of money for big companies.
5 But it so happens that it's also a source of income for small
6 agencies, for the families, for the workers that work in those
7 agencies, and for the interpreters that have done their due
8 process to become certified. And when -- and it does happen
9 that there might not be a certified interpreter available,
10 small agencies are the ones that talk to the interpreters. We
11 know their faces. We know their voices. They call us on the
12 phone. They come to our door and get their checks.

13 Si, for example, six months ago or eight months ago could
14 not pay their interpreters. They were behind three, four
15 months. People were suing them in small claims court because
16 they owed them 3,000, 4,000 dollars each. All of a sudden they
17 were bought up and now they provide transportation,
18 interpretation services, translation for ObamaCare, and they do
19 lien resolution.

20 So how can we explain somebody that could for months and
21 years not pay their interpreters appropriately, maybe every 60
22 days, 90 days. MultiLingua pays interpreters every two weeks.
23 It's not up to the interpreter to guarantee whether I'm going
24 to be paid or not.

25 So I've done my best for the last 22 years. I've

1 navigated the complex system of letters and abundance of mail
2 that you can hardly keep up with. We lie when we can. We
3 have to learn all these intricacies of the legal system that
4 we're not trained for. I'm a biologist by training before I
5 became a federal interpreter.

6 And so -- also I wanted to read to you a verbatim e-mail
7 sent by One Call to interpreters saying, "Please support local
8 agencies. For your information plenty of the work they receive
9 is from us."

10 So what kind of paradox is that? One Call tries to get
11 us all out of business and then calls upon ourselves to please
12 support ourselves because they need us. They do need us. This
13 has been tried for years.

14 Again, there are people that have been around longer than
15 I have, but these last 22 years we are the ones that guarantee
16 the examples that Mr. Duran, for instance, gave regarding
17 gender or cultural subtle differences. When it was the
18 Serbo-Croatian war, we have Serbs cannot interpret for
19 Croats or vice-versa, or Russians for Ukrainians, or Afghans
20 for Persians, or Persians for Afghans.

21 So really? Do you think that an interpreter who is a
22 number on the website of One Call or any of their subsidiaries
23 which is one and the same, they're going to care? Or how do we
24 know that this interpreter is actually the one that's actually
25 going to show up? There's no one to call them. They don't

1 know their voices. We know who they are.

2 So if we happen to come to the doctor's office and we see
3 someone that we know that is not the one that works with that
4 agency, we're going to say, hey, somebody sent their mother,
5 their grandmother, their neighbor, their friend, their
6 whatever, because these are offered in a barrage of e-mails.

7 You get 18 -- let's say 18 e-mails offering you work.
8 And then you check which one you can do, not do. And what's
9 your price? Name your price. There's a bidding war between
10 interpreters.

11 So they're forcing interpreters to choose regarding
12 selling their soul to the devil or continuing to do what they
13 are trained to do, which is be on no one's side, be impartial,
14 be ethical, respond to the concerns of the injured worker, in
15 what limits itself to what is being said in front of the
16 doctor.

17 We cannot be considered ancillary because we don't submit
18 reports. We're not on the record. So what we do is -- there's
19 no -- we're not like doctors or copy services that provide
20 subpoenaed records. What we do is just communicate and that's
21 all.

22 In federal court or superior court if you were going to
23 show up and be in doubt of your capacity to actually do your
24 job, we're playing with people's lives. They could go to jail
25 for less, more time. This is the same. This is playing with

1 people's health.

2 So I know that the numbers for carriers sometimes are
3 just numbers, but we're talking about taxpayers. We're talking
4 about voters. We're talking about workers, and we're talking
5 about the livelihood of the small agencies that have existed
6 and have been battling this for a long time because they have
7 tried this before.

8 But we cannot not exist because we're the ones that
9 actually know the field locally. That's how everything happens
10 in America. You just -- everybody does their little part of
11 their job every day and then they can just decide what they
12 want to do and continue to be preferred vendors. So we have to
13 fight the preferred vendors. We don't want to be included on
14 an MPN on somebody's high money pressure on this issue.

15 So thank you.

16 MR. PARISOTTO: Thank you. Raul -- and I apologize --
17 Beguis --

18 UNIDENTIFIED VOICE: No.

19 MR. PARISOTTO: Victor Fridman.

20 VICTOR FRIDMAN

21 MR. FRIDMAN: I am Victor Fridman, F-R-I-D-M-A-N. I am a
22 certified interpreter in administrative hearings. I've been
23 working for ten years as an independent contractor.

24 And this proposed legislation, what it's going to do is
25 to create a monopoly on all interpreters.

1 Now if -- obviously there is a clear conflict of interest
2 when one of the parties in a legal dispute has absolute control
3 on professionals who must be neutral.

4 Now adjusters will choose who works and who doesn't work.
5 And they're a monopoly. All interpreters' wages will go down
6 dramatically, the same as the conditions under which we will
7 have to work.

8 Now, the interest -- there is a clear conflict of
9 interest for insurance companies to select these professionals.
10 Their interest is not to provide a good interpreter. They
11 don't have any interest in having a good communication. Their
12 only interest for any corporation is profit, is to save money.
13 And you cannot ask them to do anything else.

14 When an adjuster has to chose an interpreter, don't ask
15 him to choose a good interpreter. Her obligation, her duty and
16 her pressure is to pay as little as possible as she can. And
17 now she can -- now the adjuster can just choose whoever she
18 wants and we have to walk out of the doctor's office.

19 Now, if she -- now you already gave her the power. So if
20 she can find a desperate person, a homeless at the corner of
21 the street who is bilingual and will do it for \$3 an hour, she
22 has the power to do it and the duty to do it.

23 Now, a cheap interpreter cannot replace a good
24 interpreter. Cheap is not better than good. And this changes
25 the rights of future workers to have a competent interpreter.

1 Now, it is already a very difficult and complicated
2 system, workers' comp, to navigate through when you know
3 English. Imagine what is it when you don't speak any English.
4 And 87 percent of injured workers don't have an attorney. So
5 you're breaking the access. You're impeding the access of
6 workers to get what is their right.

7 And this is the right. They earned the right to have a
8 competent interpreter because they do the toughest jobs for the
9 lowest salary. And we're not giving them any welfare to
10 provide an interpreter.

11 Why they don't speak English? You know what, if they
12 spoke good English, they wouldn't be doing those jobs for that
13 low salary. And our economy, California economy depends on
14 cheap labor. That's the engine that works this out. And now
15 when these immigrant workers, they get injured because they do
16 the tough jobs. I'm not going to get injured. You're not
17 going to get injured, doing the jobs we do. They are the ones
18 who get injured. And then you don't give them a competent
19 interpreter. That's a cruel joke. That's not what our society
20 in our democracy should be happening here in California,
21 nothing else.

22 The administration should not be acting as it is acting,
23 as an extension of the insurance lobby, carrying out the
24 industry's wishes without the consideration of the devastating
25 consequences to the injured workers. This administration of

1 Governor Brown has shown no interest in hearing neither from
2 the interpreters nor from the injured workers who are the most
3 affected directly by these new rules.

4 We're all aware, it was published in the mainstream media
5 that last year, Governor Brown has to make a political
6 negotiation with the insurance lobby and in that negotiation to
7 gain something else he threw the injured workers under the bus.
8 But when you're carrying out these rules in favor of the
9 insurance industry, you should at least do it with a minimum of
10 reason, with a minimum of common sense.

11 These rules to give all power to one side who will
12 operate a monopoly, it contradicts the basic American and
13 democratic principles of a free market. The demonstration of
14 Governor Brown should not be instrumenting such a monopoly, a
15 monopoly that we expect in totalitarian society, like Communist
16 China, like Iran, like Russian. This is discrimination against
17 immigrant injured workers. It's a discrimination against free
18 market, against democracy.

19 I -- I grew up under a military dictatorship, and I left
20 behind my homeland. I left behind my family because I move to
21 this great country to have the opportunity to live in a
22 free-market society. And I've been working as such as an
23 independent contractor for decades. Now, with these proposed
24 regulations, it's all over. I will have to work for a
25 monopoly, do what they tell me to do, get paid what they decide

1 to pay me. I'm not an independent contractor anymore. I will
2 be in practice. I will be an employee without any benefits of
3 an employee.

4 I have little hope that this administration is actually
5 listening because we -- all the other forms and all the written
6 statements that we sent, every time any proposed regulation
7 comes through, it's as if nothing had happened, nothing had
8 ever been taken into consideration.

9 So I don't have much hope about this, but all I can do is
10 come here, stand up and speak up the same as my colleagues are
11 all here standing up and speaking up. And every decent human
12 being, we should all stand up and speak up. You, you should
13 all stand up and speak up to your bosses, to Governor Brown and
14 tell Governor Brown that we select -- we chose him to lead, not
15 to give in to the powerful interests that are eating up our
16 democracy. They are taking free market away. He should be a
17 leader and stand up for all of us.

18 Thank you very much.

19 MR. PARISOTTO: Thank you. Connie Chiulli.

20 CONNIE CHIULLI

21 MS. CHIULLI: Hi, my name is Connie Chiulli,
22 C-H-I-U-L-L-I. First I want to thank you for the opportunity
23 to participate in this process and acknowledge the efforts of
24 you and your staff.

25 I work for the Kaiser Permanente Occupational Health

1 Service lobby. We see approximately in the state of California
2 70,000 injured workers a year. And we have approximately 2,000
3 physicians who are qualified to treat occupational injuries.

4 I'm here today to discuss the sections of the regulations
5 that have created a fair amount of confusion and disagreement
6 and uncertainty between us and our customers, carriers,
7 employers and TPA's. I'm going to be discussing specifically
8 the physician acknowledgment section. That's 9767.5.1.

9 Subsection A says, each physician, as defined in Labor
10 Code Section 3209.3 in an MPN, shall have a written
11 acknowledgment to participate in that MPN, unless the physician
12 is a shareholder, partner or employee of a medical group that
13 elects to be part of an MPN. That provision that I just read
14 restates exactly the statutory language of Labor Code Section
15 4616(a)(3). However, as you read the subsequent sections, B, C
16 and D, it becomes very unclear what the exact meaning is.

17 Our position is that if a physician qualifies for the
18 exception as defined in subsection A, then he or she is exempt
19 from the requirements of B and D. And we've included in our
20 written comments and the comments that we submitted online
21 language that would carry forward into the subsequent
22 subsections the statutory language of Labor Code 4616.

23 I next want to address what others have addressed which
24 is in 9767.5.1(d). There's currently a ten-day notice
25 requirement for amendments. We believe that that would place

1 an undue administrative burden on medical providers and network
2 administrators and it runs the risk of flooding the system with
3 numerous acknowledgments. We suggest that you consider a
4 30-day provision.

5 The third item I want to address is electronic
6 signatures. We support the acceptance of electronic signatures
7 generally, including on medical reports. And we believe that
8 if you look at the regulations as written, they currently are
9 only specifically permitted under subsection B. And we believe
10 that electronic signatures should be acceptable to all
11 subsections.

12 My remaining comments pertain to section 9767.6,
13 Treatment and Change of Physicians within an MPN. This is a
14 very specific Kaiser Permanente statement given the size and
15 scope of Kaiser Permanente, the breadth of patients that we
16 serve in our integrated model with multiple points of patient
17 access. We feel that in the interests of quality care and
18 efficient administration that all occupational injury care,
19 especially that managed within an MPN, be overseen by our
20 designated occupational health providers. We have 50 dedicated
21 occupational health centers in California.

22 And we submit the following for inclusion in this
23 section. And I quote: "Access to MPN specialty care when
24 specialists are partners, shareholders or employees of a group
25 health plan pursuant to 4616(a) and 9767.5.1(A) may be

1 facilitated through the plan's occupational health provider."

2 Again, thank you for the opportunity to have some
3 influence in this process. And thank you to you and your
4 staffs for the arduous work you've put into this.

5 MR. PARISOTTO: Thank you. Margaret Wagner.

6 MARGARET WAGNER

7 MS. WAGNER: Good afternoon. My name is Margaret Wagner,
8 W-A-G-N-E-R. And I thank you for your time and your attention
9 today.

10 I'm the CEO of a company called Signature Networks Plus
11 and we are an administrator. We build custom networks.

12 Senate Bill 863 brings excellent value to the state of
13 California workers' compensation industry. We've got some
14 hurdles to get over and to get under. And we find some of the
15 proposed language in Senate Bill 863 may totally defeat the
16 intent of the MPN. And we have an opportunity to make it
17 better.

18 I would like to say one thing. I have been in the
19 workers' compensation business for 35 years. I started in this
20 business as a voc specialist and an interpreter. I understand
21 what you're all saying. I do not fully agree with everything
22 that you're saying, but I certainly understand it.

23 Sometimes -- I've worked in the workers' compensation --
24 with the workers' compensation machine. Sometimes it works
25 very well and sometimes it doesn't. Californians are leaders.

1 Let's make -- let's make this better and let's not lead the
2 rest of the country and the state of California down a
3 treacherous path.

4 So some of the red flags that I have seen. The first one
5 has to do with the medical groups under 9767.3 where we are
6 charged with listing the group. And I've seen some good work
7 come out of this where we now have a subgroup. What I want to
8 make sure that we do is tighten this up well so that if you're
9 going to list a Dr. Smith that belongs to ABC Group, if we list
10 the subgroup -- say there are 30 guys that are -- that do --
11 that work in this practice. Twenty-five of them do an
12 excellent job. Let's make sure that we list those 25 who have
13 been invited and nominated to participate in the MPN.

14 But if we list the group, let's be very careful that we
15 put a little disclaimer that says not all providers at this
16 practice may be eligible. We can hit the link and if it goes
17 to a big, gigantic group -- you know, there are 30 guys there
18 -- let's list the 25 that we want in with a little disclaimer
19 that says not all practitioners at this practice may be
20 available to participate or may be eligible. It could be a
21 situation where, you know, they're on vacation. They're on
22 sabbatical. They're getting ready to retire. They're not
23 taking new patients. So we just have to be careful that we
24 tighten it up and don't make a broad statement that says if the
25 group is up there, everybody is included. That would be one of

1 the suggestions that I have.

2 The next thing that I'd like to chat a little bit about
3 briefly is the medical access assistant. Monday through
4 Friday -- I'm sorry. Monday through Saturday, 7:00 a.m. to
5 8:00 p.m., we've been managing and administering HCO's and
6 MPN's for more than ten years here in California. We've kept a
7 log during that period for the HCO's and the MPN's and I've had
8 my staff pull the numbers. We have had on an average of five
9 calls per year that have come in for medical access assistant
10 on a Saturday or a Sunday.

11 The rule is there so that we -- we do return the call the
12 following business day. But I challenge anybody in this room
13 to try to get an appointment with a physician on a Saturday.
14 You get their answering service.

15 So what I'm -- what the comment here that I have is that
16 if we have to bring a bilingual person to the table to answer
17 the phones after hours and on Saturdays, it's out of proportion
18 to the historically demonstrated need that we have here. It's
19 expensive. The claims professionals, when we're out there
20 talking about these new proposed regulations and what's coming
21 at us, we're thinking -- they're going, I'm not going to do
22 this. You know, yes, we're the MPN contact, but I'm not going
23 to do this. I'm not coming in on Saturday. Are you guys going
24 to do it? Who is going to do it? And who's going to pay for
25 it?

1 What I'd like to suggest that we take a look at is can we
2 just mirror or expand the definition of the MPN contact? We
3 can get back within, you know, the next business day, make that
4 appointment, send out the notices, communicate with the injured
5 worker, let them know that you have an appointment next
6 Thursday. It's with Dr. Smith and an interpreter will be there
7 to help you out, all of that stuff. But make it -- make it
8 mirror -- make them mirror each other so that we don't have
9 this extra burden and this extra cost associated with the
10 extended hours and the Saturday fees. That's what I'm hearing
11 from my clients. When I first read this piece, I went, oh,
12 dear, now what are we going to do?

13 The third component that I'd like to chat a little bit
14 about is the physician acknowledgements, 9767.5.1. I agree
15 with everything that my colleagues have -- have come up here
16 and talked about with the written acknowledgment. My medical
17 director has a practice. He is telling me that he has had to
18 hire two additional personnel to come and just go through the
19 forms and the stacks of paper that are coming at him regarding
20 the physician acknowledgments and all the signatures and all
21 the calls. What does this mean? This form says they need
22 this. This form says they need that. What are we supposed to
23 be doing, Margaret? I'm saying, well, we have to wait and see
24 what the regulations are going to say.

25 At this stage it's labor intensive. It's expensive.

1 It's cumbersome and it is confusing. Penalties appear to be
2 very heavy-handed. Time frames are aggressive. I strongly
3 believe that with some minor revisions to the regulations I'm
4 confident that we can fulfill to the intent of Senate Bill 863.

5 I agree you guys are doing an excellent job. I
6 appreciate the opportunity to be up here and speak to my
7 concerns and some of the concerns of my clients.

8 Thank you very much for your time and attention.

9 MR. PARISOTTO: Thank you. Maria Siono.

10 MARIA SIONO

11 MS. SIONO: Hello, my name is Maria Siono, S-I-O-N-O.

12 As I've already said, my name is Maria Siono and my
13 interpreter certification number is 43442382. And as of a year
14 and a half ago, I was very proud of that. And I still am. I
15 provide a service to injured workers. I've been an interpreter
16 for 31 years. Of those 31 years I will spend 90 percent of it
17 doing interpreting for injured workers, injured workers who
18 will be done a disservice if the changes being proposed with
19 regard to the medical interpreters being part of an MPN are put
20 into place.

21 These workers rely and trust us, the interpreters, to
22 help them navigate through the workers' compensation systems --
23 system and the various sentences related to it via
24 interpreting.

25 I love my job, and I excel in providing my services to

1 injured workers, but also to attorneys and judges who are not
2 able to communicate with each other. Our services is one of
3 the drops of oil that keeps the wheels of WCAB turning. But
4 most of all, it is the injured worker who benefits from being
5 able to have a professional interpreter to convey information
6 so much needed by all parties involved.

7 I really don't know what the purpose of having an
8 interpreter be part of a MPN is. Is it because certain
9 entities want to control everything? Is it racially motivated?
10 For years Latinos, legal residents or not, have been the target
11 of discriminatory actions. Is this one of them? Can it also
12 be that some entity wants us interpreters out of business? We
13 have been hit with so many regulations, changes and more
14 changes within the last year and a half from having to pay lien
15 activation fees that went from a hundred to 150 dollars, a
16 proposed IBR which will -- which will regulate us and force us
17 to pay a 350-dollar fee twice for bills to go to IBR.

18 Also aside from that, the payment for our services are --
19 are being delayed by the carriers signing bogus objections.

20 I ask all five of you if all of the information that
21 you've heard this morning from us, were you all aware of
22 everything that goes out there? Ask yourselves that.

23 The proposed MPN regulations do not address how this will
24 be put in place and who will regulate interpreters once it is
25 approved. But let me guess, is it or could it be the insurance

1 carrier? Please, I urge you to leave us out of it.

2 A lot of my colleagues are here today. We -- some of us
3 came from Orange County. And I ask all of you interpreters,
4 please stand up, so these people know who is here. Please
5 stand up, all of us. These are the people that are asking you
6 to please leave out -- leave us out of the MPN. That's all I
7 have to say.

8 Thank you.

9 MR. PARISOTTO: Thank you.

10 We have about seven more people who are signed up to
11 speak right now and it is getting to be about 12:25. So what I
12 think I'd like to do is take a break now and come back at 1:30
13 and we'll finish up from there. Thank you very much.

14 (The luncheon recess was taken from 12:25 p.m. to 1:33 p.m.)

15 MR. PARISOTTO: We'll start now and reconvene the public
16 hearing on the proposed medical provider network regulations.

17 Our first speaker this afternoon will be Mike Noushfar.

18 MIKE NOUSHFAR

19 MR. NOUSHFAR: Good afternoon everyone at the table and
20 all my colleagues. I'm Mike Noushfar. Mike is the first name
21 and the last name is N-O-U-S-H-F-A-R.

22 I do speak two different languages or I interpret for two
23 different languages. One is Farsi which is known as Persian
24 which people from Iran, and also I do speak Dheri which comes
25 from very, very old Farsi or Persian language which actually

1 was called Dhabari, but they made a short version and they said
2 Dheri which it used to be speaking -- we used to speak this
3 language in Iran when Afghanistan was part of Iran. And this
4 goes back maybe -- maybe three to four hundred years ago.

5 But somewhere around 300 years ago when Afghanistan
6 separated from Iran, for whatever reason, which we're not going
7 to get into it, they kept that version of the language. And we
8 advanced it to today's Persian or today's Farsi which everybody
9 -- just about everybody, unless they really have a good
10 explanation. They think Farsi -- people from Afghanistan which
11 they refer to it also as Farsi. They think Farsi is same as
12 Dheri which it's not, which I have many, many different
13 examples which I can go through which I'm not going to take
14 you -- take the time right now because everybody's time is very
15 valuable.

16 Anyhow, I've been doing this more than 25 years and there
17 is no such certificate in our language. And one message which
18 I have very well for all the adjusters, if they can hear us
19 through you guys or through whatever communication which we can
20 provide for them is, they give duty of saving money for the
21 particular insurance company, which is fine. That's their
22 duty. That's their job to do so.

23 But in the midst of doing these things everybody knows --
24 very simple, simple example I can give you is you cannot really
25 drive a Ford Fiesta and expect to have a comfortable Mercedes

1 ride.

2 These interpreters which are here and they speak about
3 these things, they have experienced it as well as I have
4 experienced it firsthand. If somebody calls me from Florida to
5 go interpret in here because they don't know where Sacramento
6 and Citrus Heights is or Sacramento and West Sacramento -- West
7 Sacramento is, I refuse the job, believe it or not.

8 And if it gets to a point which if you guys go through
9 this program and they do not include interpreters which they
10 have come up to the experience through the ranks -- I can speak
11 for myself, and I'm sure lots of these interpreters here they
12 can agree with me, not everyone maybe, but most -- majority of
13 them -- we will go and find a different way of making our
14 money. Because a good interpreter, like I was telling you, is
15 a Mercedes and an interpreter who brings a book to the
16 interpretation services or to the court is not even a bicycle.
17 The best way I can provide it, you know, put it in this
18 situation.

19 Another way these adjusters, they try to save money for
20 the particular company is when the injured worker -- I'm not
21 talking about a particular language. I'm talking about just
22 about every language. When the injured worker gets injured,
23 they don't -- at the beginning of the injury they don't provide
24 the interpreter. They think, oh, well, let him go to the
25 doctor, see what's going on and then maybe we can provide the

1 interpreter later.

2 To my experience, for the more than past 25 years which I
3 have been doing this, I work for the courts. I work for
4 attorneys. I have done a murder case 187. I have done all
5 kinds of different jury trial, as well as the workmen's
6 compensation. When it comes to a point of not sending the
7 interpreter even from the first doctor's appointment or first
8 interview, you just abandon you and your company.

9 The way it is for the last so many years, I have come
10 across maybe average of one a year, two a year, maybe three a
11 year, which the injured worker did not have an interpreter who
12 went to the doctor, did not understand what the doctor is
13 telling him. Yes, anybody who works within the system of
14 California or US or what have you, he will understand if you
15 tell him, oh, yeah, sit down over here or sit over there. He
16 will understand that simple, basic things.

17 But understanding what the doctor is telling him, what
18 the symptom is, what is the cause, and why he's here to see the
19 doctor, understanding completely and fully, he needs the
20 interpreter. If he doesn't have the interpreter, it happens
21 just like a case which I'm attending right now is the gentleman
22 got hurt three, four years ago. He went to a doctor without
23 interpreter and maybe once or twice with an unqualified
24 interpreter which did not speak Dheri. He went there and
25 finally the doctor says, oh, yeah, you can go to work and do

1 light duty. And he took the paperwork to the -- to his
2 employer, to his supervisor. Oh, I'm here to do -- to go back
3 to work.

4 The employer did not bother to read the light duty, what
5 it is. And the adjuster did not follow up. Therefore, they
6 put the guy in a regular duty and less than 9 months he got
7 hurt again. Once he got hurt again, now he has a bad back, bad
8 neck. His left leg is not working correctly. Because over the
9 four years he hasn't been taken care of by the insurance
10 company, according to his opinion. Now he has a psych case.

11 Now where is the saving which the adjuster had in his
12 mind at the beginning did not send an interpreter. That's
13 number one.

14 Number two. We are all independent contractor, as I am
15 and everybody else is. And if I be offered any kind of
16 employment or other than independent contractor, believe me, I
17 look somewhere else to make my money. I have more -- you know,
18 other skill which I can put to work and not to be interpreter.
19 Not only me, most of these interpreters are here just like
20 myself, they are graduated. They have studied and the
21 interpretation is not the only thing they -- they can do.

22 Even though they went through the training. They got
23 their certification which there is no such certificate in my
24 language. Even though they go through all these things,
25 workmen's compensation is not the only thing they gonna do or

1 they can do. There are lots of attorneys, lots of car
2 accidents, deposition, everything else which they can fill
3 their time or they can do other things.

4 In a way of this system is written, I don't think any of
5 us or it would be news to me if any of these interpreters they
6 be able to go along with this because like the -- the lady
7 which she is not here was talking about, everybody is trying to
8 save money and everything goes outside of California because
9 they think there's a regulation less outside of California,
10 bring inside California. They try to mix up transportation
11 with interpretation.

12 I'm an interpreter. If you offer me a hundred dollars a
13 mile to take a patient to his doctors, I'm going to refuse
14 because my job is an interpreter is an interpreter. I'm not a
15 transporter which I have been offered. I'm not a transporter.
16 I'm not going to take somebody from A to B and then go
17 interpreting for him.

18 Agencies which they mostly from Florida and some other
19 part of the country, they come to California and they try to
20 take over the agencies which we have in California which have
21 been established which I know the people who they work there.
22 I know the people who answer my phone calls. I know the people
23 that know what type of job I do, how good I do. If there's a
24 complaint, they can talk to me directly.

25 I don't know somebody from Florida calling me, says, oh,

1 yeah, I want you to go such and such hours to such and such a
2 place. I'm going to pay you \$50 an hour. That's fine. If
3 they want pay \$50 an hour interpreter, let them go find it.

4 I appreciate for your time. Thank you very much.

5 And one other thing, there was a gentleman which he
6 talked about Sunni and Shia from people from Iraq or different
7 type of -- I mean, different version of the countries and all
8 that. For example, Iran we have Surian. We have Jewish
9 people. We have Christian. We have Muslim which they are Shia
10 and Sunni. And we speak more than 700 local languages.

11 But all of these things cannot be really funneled through
12 an adjuster which started working six months ago for such and
13 such insurance company. That adjuster does -- I'm not saying
14 he's not incapable, but there is no way he can learn all these
15 different -- different cultural aspects of the interpreter
16 which is feeding through these people which are hurt and
17 they're already having a bad vision of their employer as far as
18 their insurance companies.

19 Please, if you can take these things to the adjusters and
20 tell them this is what our situation is, we appreciate that.
21 Thank you very much.

22 MR. PARISOTTO: Thank you. Andres Marquez.

23 MR. MARQUEZ: I'm sorry, sir. I'm putting the final
24 touches to my speech. Do you mind if I go to the back of the
25 line?

1 MR. PARISOTTO: That would be fine.

2 MR. MARQUEZ: Thank you.

3 MR. PARISOTTO: Alia Volts.

4 UNIDENTIFIED VOICE: She had to go to work.

5 MR. PARISOTTO: Zachary -- I'm sorry -- F-R-O-S-H.

6 UNIDENTIFIED VOICE: Frosh.

7 MR. PARISOTTO: Frosh. We'll come back. Bradley Bowen.

8 BRADLEY BOWEN

9 MR. BOWEN: Hi, thank you. My name is Bradley Bowen,
10 B-O-W-E-N. I'm a state certified medical interpreter for
11 Spanish, and I've been working for over five years doing that.

12 And just so you know, my colleagues and I, the other
13 interpreters here, have had to take off work today. We don't
14 get paid. We're independent contractors. So many of us have
15 taken a half day off or a full day off. And so I just want you
16 to -- I wanted to impress you that this is very important to
17 us.

18 And my question is, what is the logic of the interpreters
19 being included on the provider networks? As I understood it,
20 the doctors were put on it because they're actually providing
21 services that they request and charge for. We don't request
22 our services. Our services are requested for us -- from us for
23 injured workers on their behalf. We go to the appointment. We
24 do the appointment. We get a fee per hour, a set fee for the
25 appointment. There's no way for us to get more out of the

1 system.

2 We're kind of the bottom of the totem pole. And we're
3 not costing the insurance companies that much money so I'm kind
4 of curious what the logic is and why we're on that.

5 And I'm also curious to know who is going to be on these
6 provider network lists. How do I get on the provider network
7 list? Would I go through an agency to do this? Would I have
8 to do it as an individual? Would I have to do this for each
9 insurance company? And what -- would each insurance company
10 have different rules? How am I, as an independent contractor,
11 that's not making that much money, how am I supposed to have to
12 find the time and energy to navigate this system and when I get
13 a call for an appointment ask, well, which insurance company is
14 calling about this appointment and then being able to accept
15 the appointment or not based on whether I'm on this list?

16 And I'm just -- I really want to know what the insurance
17 companies are going to require to get accepted on to these
18 lists and how many lists I will have to get on to in order to
19 support myself and to do the job that I love.

20 I really enjoy this job. I'm very passionate about it.
21 And it just feels like this is the insurance companies trying
22 to rewrite the law so that they can save a few bucks. And they
23 are already going to preferred interpreter agencies which are
24 all out of state which you've already heard many of us have had
25 problems with not getting paid. They ask for reports about

1 what occurred during appointments, about medications
2 prescribed, treatments given, things that I am not going to
3 release, but other interpreters who are not qualified often do.

4 And so, as has been pointed out before, they're always
5 going to go with the cheapest interpreter and the cheapest
6 interpreter was probably not trained, was probably not passing
7 an exam, something I studied for several years to do. I
8 volunteered. I worked really hard to get certified. I'm very
9 proud of that, and they're sending whoever is cheapest, whoever
10 says they're bilingual.

11 I've had a lot of injured workers complain. They're
12 surprised when they see me that I speak Spanish. And then
13 after five minutes they'll say, oh, you really speak Spanish.
14 And I'll say, yes, I'm your interpreter. And they'll say, no,
15 I've had people that didn't speak Spanish, that spoke this
16 broken Spanish that I had trouble understanding. Or I had one
17 injured worker tell me that a doctor threw an interpreter out
18 because their English was so subpar that the doctor could not
19 understand the interpreter's English.

20 And so this is what I think we're fighting with. And I
21 realize you guys don't have experience with this, and I just
22 kind of want to point this out so that you can kind of
23 understand what we're dealing with.

24 And also just that we as interpreters, our job is
25 dependent on the people we're interpreting for trusting us. If

1 they don't trust that I'm going to be an impartial, neutral
2 party, they're going to withhold information from their
3 treating physician or their qualified medical examiner which I
4 mostly specialize in. They're not going -- if they don't trust
5 me to interpret what's being said correctly or they think I'm
6 going to make a report to an insurance company, they're not
7 going to trust me with important information in their case and
8 that's not fair to them.

9 And right now when they ask do you work for the insurance
10 company, I can honestly tell them I have nothing to do with the
11 insurance company. I work for the local agencies. They deal
12 with the insurance company. I'm here neutral. I don't know
13 who sent me, if it was your attorney called the agency or the
14 defense attorney or the insurance company. If I'm on an MPN,
15 how can I say that to them? How are they going to trust me to
16 give an impartial interpretation of what they're saying?

17 And I'm just very worried that in order to stay on these
18 lists that the insurance companies will require me to either
19 make a report, something I won't do or and then I will not have
20 work. Or they will kind of just pick whoever is cheapest or
21 whoever is willing to work with them in the way they want.

22 And just one other thing. Oh. I'm just really worried
23 about each of the MPN's from each insurance company, how
24 they're going to decide who is an appropriate interpreter.
25 Right now I think it's good that they're requiring certified

1 interpreters. All of us have been trained. We have a lot of
2 experience doing this. The tests we take are not easy to pass.
3 And they're -- the insurance company is kind of pressured to
4 send in a certified or a qualified interpreter and they deem
5 who is qualified and that's always going to be someone who is
6 not at the same level who is charging much less.

7 So thank you for your time for listening to us.

8 MR. PARISOTTO: Thank you. Gilbert Calhoun.

9 GILBERT CALHOUN

10 MR. CALHOUN: Good afternoon. Thank you for having us
11 here to speak on this topic with the interpreter issues.

12 You've heard a lot of comments from a variety of parties
13 and some of it I was preparing to talk about and I will
14 touch -- I will be reiterating some of which you've already
15 heard. But I do want to try to reinforce what has been spoken
16 about previously.

17 As I said, I'm Gilbert Calhoun. I'm president of the
18 California Workers' Compensation Interpreters Association and
19 CWCIA objects to the inclusion of interpreting services in
20 medical provider networks either as ancillary services or as
21 medical providers.

22 The proposed regulations lack statutory authority for the
23 Division of Industrial Relations to categorize interpreters as
24 medical providers or ancillary services. When the medical
25 provider networks were created, there was no legislative intent

1 to include interpreting services. None of the definitions in
2 California Code of Regulations 9767.1 refer to interpreting
3 services, not even by tangential reference.

4 The definition of ancillary services in 9767.1(a) is,
5 quote, "Medical services or goods as allowed in Labor Code
6 Section by a non-physician," end of quote. Interpreting
7 services are neither medical services nor goods. If the
8 legislature intended for interpreting services to be included,
9 they could have easily done so. They did not. By simply
10 deciding to include interpreting services to give insurance
11 companies self-insured and third-party administrators more
12 control does not conform to what the legislature intended for
13 medical provider networks.

14 Labor Code 4616(a) does not include any statutory
15 authority for the creation of a new category of ancillary
16 services to include interpreting services as an indirect means
17 of enabling medical provider networks to limit access to
18 interpreting services for injured workers by subjecting said
19 services to a medical provider network prerequisite.

20 Labor Code 4600(g) does not create a new category of
21 healing arts professionals. Interpreting services under this
22 statute are a medical treatment benefit, similar to
23 transportation services. Any regulations addressing
24 interpreting services must be comparable to those in the Health
25 and Safety Code Section 1367.04 ensuring access to medical

1 treatment for health plan enrollees.

2 To require interpreting services to be included in an MPN
3 would have the opposite effect, contrary to what the
4 legislature has already deemed necessary. Anything less would
5 create a lesser standard for injured workers. One of the
6 bargains included in creating workers' compensation laws and
7 regulations is the waiver of tort privileges in exchange for
8 free access to medical care and the ability of the non-English
9 speaking injured workers to communicate with their doctors.

10 If we are to believe or accept that the DIR has authority
11 to include interpreters and allowing the MPN's to restrict
12 access solely to contracted interpreters, how will the DIR
13 ensure that there are sufficient number of interpreters in an
14 MPN to provide access to injured workers as is the case with
15 PTP's, primary treating physicians, and specialists. If the
16 DIR is predetermined to include interpreters in MPN's, then the
17 DIR should permit MPN's to provide only certified interpreters,
18 giving access to every state- or nationally-certified
19 interpreter in a given geographic area, unless it is
20 demonstrated on an appointment-by-appointment basis that there
21 is no certified interpreter available in that area, as is the
22 standard imposed by Labor Code Section 4600(g) and currently
23 required of language service providers. To allow non-certified
24 interpreters to be part of an MPN would undermine the very
25 parts of SB 863 enacted to ensure high standards and ethical

1 behavior in interpreting services.

2 By including interpreters in an MPN you would penalize
3 individuals who have been trained, educated and qualified
4 themselves to become certified simply because of a
5 dollar-driven evaluation by including them in the MPN.

6 Critically, proposed Labor Code Section 9767.3(d)(8)(I)
7 would allow the MPN to hide the availability of interpreting
8 services and those interpreters authorized to provide said
9 services. This is contrary to the listing requirements imposed
10 on the MPN's generally under 9767.3 and contrary to the
11 standards of practice established by the Health Care Language
12 Assistance Act of 2003.

13 Additionally, the regulations would require the MPN to
14 provide -- should require the MPN to provide a demographic
15 assessment of the languages required and portion of the
16 population likely to require language assistance. The MPN
17 should also provide proof that a such number of interpreters
18 have been engaged to serve the likely population.

19 There are several factors that have not been considered
20 or ill-considered in drafting these proposed regulations that
21 must be addressed if the DIR insists on moving forward with it.

22 You've heard several objections or criticisms of the
23 proposed regulations by a variety of individuals here today.
24 And I think those should be taken into very serious
25 consideration. It is better to draft well-thought-out

1 regulations beforehand than to have to return later to fix what
2 is ill-conceived to begin with. We have seen that enough
3 already in workers' compensation. Let us not make that mistake
4 again.

5 Thank you for your time.

6 MR. PARISOTTO: Thank you. Pilar Garcia.

7 PILAR GARCIA

8 MS. GARCIA: Good afternoon, my name is Pilar Garcia. I
9 have -- I own Statewide Interpreters. It's an agency that
10 provides injured workers with services of interpretation for
11 legal matters, court appearances and medical appointments.

12 The reason why I'm here is because obviously this touches
13 me very deeply, and I'd like to bring Oscar -- I'd like to
14 bring Omar -- he's an injured worker, and he has not received
15 the services of an interpreter for his insurance company. It's
16 up to us, the small agencies, that we provide the services for
17 him. Otherwise, this injured worker would not be serviced.

18 So can you tell me, you guys are in your offices. You
19 guys don't know that this is happening to him. How are you
20 going to make an insurance company monopoly, which is One Call,
21 be caring for Omar, give the service to Omar? This is his
22 right. It's not my right. It doesn't belong to you to give to
23 One Call medical. No. It belongs to him. That is his right.

24 And I brought him here, and I asked Andres Marquez to
25 interpret for him so he knows what's going on. And I've been

1 sitting next to him, translating for him, and telling him
2 what's going on, what is it that you guys are about to do; take
3 his right and sell it to somebody else because some economic
4 reasons.

5 We, the small agencies here, and the interpreters, we get
6 this guy out, and we communicate for him, and we service him.
7 We care for him. It is our business. But the insurance
8 companies will not send an interpreter for him. They will not.
9 How are you going to make that happen? It won't happen.

10 And we are all here because of the injured worker. This
11 whole thing is because of him (Indicating). We all make money
12 because of him (Indicating). And we all make a living because
13 of him (Indicating). It is his right. It's not for you guys
14 to give it away.

15 Thank you.

16 MR. PARISOTTO: Thank you. Rod Olguin.

17 ROD OLGUIN

18 MR. OLGUIN: Good afternoon. My name is Rod Olguin,
19 O-L-G-U-I-N.

20 I'm a proud member of the California Workers'
21 Compensation Interpreters Association, but first and foremost
22 I'm a certified administrative interpreter as well as a medical
23 certified interpreter.

24 I would like to thank you for this opportunity to address
25 this panel regarding the proposed changes that will

1 significantly affect, not only our profession, but also the
2 quality of medical treatment that the monolingual injured
3 worker will receive in the future if this regulation is
4 approved.

5 Today I'm here to express my opposition to the
6 administrative director's proposed regulations to allow the
7 claims administrators to include interpreters as part of their
8 medical provider network. The inclusion of interpreting
9 services in an MPN will eliminate hundreds of small
10 interpreting businesses throughout California. This inclusion
11 in the MPN will strike at the core of true interpretation as it
12 will eliminate many small California businesses and will
13 replace them by a few out-of-state mega corporations.

14 Over the last few years we have seen a steady decline in
15 our businesses due to a shift by claims administrators to
16 utilize these mega nationwide, out-of-state companies that
17 provide interpreting services supposedly out of reduced costs
18 to the carriers.

19 By requiring us interpreters to be part of an MPN in
20 order to usurp the profession, you're farther degrading the
21 quality of interpreting services that the monolingual injured
22 worker receives. You have already opened the door for claims
23 administrators to provide substandard interpreting services by
24 allowing them to provisionally certify interpreters at their
25 own whim.

1 We all know that it's much cheaper to contract a
2 non-certified interpreter than a certified interpreter. And
3 since the DIR will not be monitoring when and how a
4 non-certified interpreter is used, the proverbial Pandora's Box
5 has been opened.

6 The requirement that an interpreter has to be in an MPN
7 in order to get work just sweetened the deal for the claims
8 administrators. This will force us to work at whatever rate
9 they want to pay us or not work at all. Some of my colleagues
10 here are getting calls from one of these out-of-state agencies
11 offering them to cover, and I quote, a standard medical
12 appointment. When they ask what was the standard medical
13 appointment, they responded that this was a medical treatment
14 appointment, not an AME, not a QME, and thus they would only
15 pay the non-certified rate. I would suggest that they change
16 the name of the appointment from standard medical appointment
17 to substandard medical appointment.

18 Unlike the MPN for true medical providers -- and I'm
19 referring to the physicians -- they all have met the same
20 related standards and credentials to be certified in their
21 field of expertise. And thus they all work on a more even
22 playing field, so to speak, within the MPN. They do not have a
23 different rate of pay for a neurologist versus being a
24 provisionally certified neurologist. There's no different rate
25 of pay for a credentialed psychologist versus a psychologist

1 that's been provisionally credentialed. As matter of fact, I
2 cannot think of any other profession that will provisionally
3 certify anybody.

4 By allowing interpreters to be placed into this MPN where
5 there's a two-tier rate of pay, one for certified interpreters
6 and one for provisionally certified interpreters, the DIR is
7 further encouraging the use of non-certified interpreters by
8 these mega corporations that will surely be part of that MPN.

9 Please look into our audience. I'm sure that most of our
10 colleagues have seen or experienced the results of the use of
11 non-qualified, untrained, barely bilingual individuals who
12 shouldn't be sent to translate medical appointments for the
13 monolingual injured worker.

14 Once again, you can be assured that by placing us in the
15 interpreting service provider -- by placing us interpreting
16 service providers into an MPN this will only perpetuate this
17 practice.

18 Unfortunately, there's no requirement to disclose to the
19 injured worker that he or she is being assisted by a
20 provisionally certified interpreter nor are they given the
21 choice to use such an individual as an interpreter or to
22 decline their services until a certified interpreter can be
23 provided.

24 The monolingual injured worker has the right to have the
25 best possible medical attention just as any one of us here

1 today. That medical attention is compromised by the use of
2 non-qualified, untrained individuals that are hired for the
3 sake of financial savings to the claims administrator.

4 In closing, and with all due respect to this
5 distinguished panel, you can be sure that us interpreters are
6 mindful of the impact that these proposed changes will have,
7 not only on our livelihoods, but, more importantly, how it will
8 affect the quality of care received by the monolingual injured
9 worker. Believe me, you have our attention. You have awakened
10 the sleeping professional.

11 Thank you.

12 MR. PARISOTTO: Thank you. Bill Posada.

13 BILL POSADA

14 MR. POSADA: My name is Bill Posada, P-O-S-A-D-A. I am
15 the controller for California Interpreters Network. We have
16 been assisting injured workers for 21 years. The information
17 we provide you is based on our firsthand experience that we
18 have in our office. We are a regional agency. We provide
19 interpreters in the San Francisco Bay Area. We do both legal
20 and medical.

21 When I first read the preliminary recommended
22 regulations, I frankly was blown away. Under -- under
23 9767.1(a)(1), under ancillary costs interpreter services were
24 included. When I read that, I could not understand why since
25 we don't provide any medical treatment. The result of the

1 medical treatment does not depend on us. We provide a language
2 venue to assist both the attorneys and the medical community to
3 communicate with the injured workers.

4 Okay. So I believe that including interpreter services
5 under an MPN will provide substandard interpreting services for
6 the injured worker. I'll repeat that: Substandard. Why?
7 I've seen it firsthand. Basically what my interpreters have
8 said here, I agree with them. Now, I am not an interpreter. I
9 am from the agency point of view. Okay?

10 MPN's, if we are allowed to remain in the MPN's, it will
11 indicate that all these assignments for interpretations will be
12 given to major interpreting agencies. Major, I'm talking about
13 out of state. Why do I say this? Look at SCIF. They're a
14 huge, huge government agency that handles workers' comp. I
15 assume you know who they are.

16 We had a lady here from SCIF indicate a few minutes ago,
17 they've had 130,000 claims. How many of those referrals came
18 to the local agencies? Very few. Why? Because they have
19 two -- two carriers on their MPN's. They are Tech Health and
20 Cypress. Tech Health is located in Florida and Cypress is
21 located in Georgia. Okay?

22 I believe that sending these assignments outside to the
23 big conglomerate, they are not going to be able to provide the
24 quality of interpretation that's need for the injured workers.
25 You need to keep in mind that these injured workers are our

1 neighbors. They live in our community. We know these injured
2 workers. We'll follow them for years while they go through
3 recovery.

4 Our interpreters, our agencies have a vested interest in
5 getting these injured workers back to the labor force. I don't
6 believe that these out-of-state agencies have the same
7 interest. Out-of-state agencies have one interest. That is
8 profit, bottom line. My interest is in getting him back well
9 into the workforce.

10 Why do I say this? Because these referrals come from the
11 Applicant attorneys. The moment I send a bad interpreter out
12 there, I get fired. So you can bet that when an interpreter
13 goes out there on one of our assignments, they're going to get
14 quality. Okay? And that goes throughout the state.
15 Everybody's interested in providing good service for them when
16 you're talking about local agencies.

17 I further went in and said, well, how in the hell did we
18 get in this MPN? I read 863. I couldn't figure it out. I
19 went over, and I contacted an acquaintance by the name of
20 Richard Dobin. Maybe you heard of him. He provides training
21 on workers' comp. And I said, hey, Richard, where did this
22 come from? Now, he's an attorney and that's all he does for a
23 living; interpret your guidelines and regulations. He couldn't
24 figure it out. So he wrote a white paper which I included in
25 my notes. Okay?

1 Again, in my thrust to figure out what's leading this, I
2 notice that we weren't in the MPN last year. We weren't in the
3 MPN the year before or the year before. So why now? What's
4 driving this? Well, I think you can read between the lines.
5 Okay?

6 Okay. This is very important. And I think you have
7 quite a challenge to deal with. I need to touch on this
8 because it's very important. I was here in the beginning of
9 the year and we talked about certification of interpreters.
10 Okay. And we explained to the board that we did not have
11 enough interpreters to do the assignments. We did not have
12 enough certified interpreters. Okay? And the regulation came
13 into effect on August 13th which required us to provide
14 certified interpreters.

15 On August 14th, the next day, I contacted 103
16 provisionally certified interpreters and basically laid them
17 off. And the additional impact on that was the rate that we
18 had to charge insurance carriers doubled. All this happened
19 because of the decision the board made contrary to our
20 suggestions.

21 Here we are again and I am afraid I am talking to deaf
22 ears. I know you have a lot of work to do and you've done a
23 lot of good work, but it certainly wasn't demonstrated on
24 August 13th.

25 So again, please listen to the comments we have from

1 interpreters because this is very important. The wrong
2 decision is going to hurt the injured worker and the right
3 decision is to not put interpreting services under the MPN.

4 I believe that there's no cost savings by dealing with
5 out-of-state agencies. The same costs that you pay them in
6 Florida, the same costs you're going to have here. Why? We
7 have a fee schedule. So many of the issues that you have with
8 interpreter liens is going to go away. I also believe that
9 local agencies will provide better service.

10 And with that, thank you for your time.

11 MR. PARISOTTO: Thank you. Gregory Moore.

12 GREGORY MOORE

13 MR. MOORE: I'm Gregory Moore. I'm the president of
14 Harbor Health Systems. We're a network company that
15 administers MPN's. We're generally in support of the construct
16 of the MPN regulations, as well as the effort to further
17 strengthen the employer's control over their workers'
18 compensation programs.

19 However, some of the regulations may be overly
20 administratively burdensome, may unintentionally impose
21 economic penalties for de minimus clerical errors. It may
22 actually severely curtail the MPN's functionality, thus
23 defeating the overall intent of Senate Bill 863.

24 By way of example, administratively burdensome components
25 include section 9767.3(c)(A)(1). In this section it does not

1 clarify the method used for calculating the number of
2 employees. You've added new language that may create an
3 ambiguity. This open-ended language could cause confusion in
4 the approval process and we recommend striking the new language
5 or adding the MPN Applicants may define an alternative
6 methodology for predicting the expected number of claims
7 annually. And I believe that's ultimately the intent is to
8 make sure that we are tracking what volume of care we're going
9 to need to supply and making sure we've got appropriate
10 coverage to manage that care.

11 This is something that occurs often when we're dealing
12 with carriers who don't know the exact number of employers at
13 any given time. It would be far easier if we had the option to
14 predict our coverage requirements in terms of expected claims
15 volume.

16 All right. Section (c)(8)(S) also requires the MPN to
17 describe the procedures used to ensure ongoing quality of care.
18 This could be a competitive advantage for certain MPN's that
19 needs to be protected. The regulations also require the MPN's
20 to create a quality of care performance plan, but no details
21 are provided regarding what must be included in the performance
22 plan. We recommend adding language that defines the contents
23 of a plan and limits the extent to which MPN's are required to
24 share information on proprietary business practices.

25 Regarding the economic penalties of MPN's for seemingly

1 de minimus clerical errors, we understand and appreciate the
2 need for better accountability and penalties. And we are
3 supportive of the section. But the language throughout the
4 section 9767.19 lacks the necessary definition or structure for
5 us to understand or plan our operations. In all areas of
6 penalties the regulations should provide, first, a clearly
7 defined notice process. Any good contract we would always be
8 expected to have notification of where we may be at fault. And
9 then second, it should also define a cure period.

10 9767.19(a) (3) identifies penalties for access to care
11 such as penalties for failure to update listings quarterly.
12 For MPN's, this language could be unrealistically burdensome.
13 We believe that a 250-dollar penalty for any inaccurate suite
14 number or other minor error is excessive, particularly if
15 applied to multiple MPN's relying on the same information the
16 network provides. In this section in particular there needs to
17 be a better definition of what kinds of errors are material and
18 which trigger a penalty and we are also recommending that --
19 that fines be assessed on an annual basis to allow all parties
20 a better auditing.

21 Examples of limits on effectiveness of -- of limits on
22 effectiveness of MPN, 9767.12.2(C) requires making the complete
23 provider listing available to anyone. As it is written, it
24 adds to this requirement that the complete provider list can be
25 available on the MPN's website. Currently, we are required to

1 produce an accurate listing of all available providers for any
2 search criteria, and we are required to provide regional
3 listings. This allows us some level of control over the
4 intellectual property that we derive from determining who
5 should or should not be included in our programs.

6 When asked for a complete listing, the regulations do
7 provide that we maintain that listing and we can then know
8 where it goes out, and we can control whether it goes out
9 electronically. We believe the original wording in this
10 section combined with the new network assistant meets the goal
11 of enhancing access to care. We ask that the language adding
12 this complete listing to the website be removed.

13 One area that is definitely a concern and I really do
14 hope will be addressed is the definition of a health care
15 shortage. We are especially concerned with the definition as
16 it is tied to the ability to define alternative standards and
17 will create an automatic violation of access to requirements in
18 certain counties.

19 First, just because a specialist practices in an area
20 doesn't mean that they are an option. They may not accept
21 workers' compensation. They may not have other certain
22 qualifications we're looking for.

23 Second, we need a minimum number larger than currently
24 provided. The standard must preserve the right of the MPN to
25 select who is actually included in our networks. This is

1 defined in the regulations and any standard that would make
2 that decision for us would stand at odds with those
3 regulations.

4 We're recommending that a shortage exists if there are
5 fewer than six providers in any geographical region that
6 affirmatively accept workers' compensation patients. This
7 confirms that the available options exist for use on the
8 network and is a number that is sufficient that at least we
9 have the option to decide which ones we do want to include.

10 As a final matter, there's a practical concern with the
11 inclusion of pain medicine in the listings provided in
12 9767.3(d)(8)(L). We ask that pain medicine be removed from
13 this listing because there is confusion in the marketplace
14 around this, and we currently are dealing with questions on
15 whether or not we should have or must have these types of
16 providers.

17 Pain management is an area of current debate that ranges
18 from continuity of care to abuse of opiates. It is not
19 well-defined as it varies greatly between anesthesia, physical
20 medicine or psychology. We believe there is serious concern
21 over undermining treating physicians through efforts to push
22 networks to include pain management. We've surveyed our major
23 primary care groups and all of them universally confirmed they
24 have qualified providers capable of pain management as part of
25 their role in the primary care physician.

1 In response to our survey we received overwhelming
2 confirmation that pain could and should be managed with a
3 primary care or with a specialist who performs hands-on care.
4 Senate Bill 899 cleared up the difference between objective
5 versus subjective pain. Unfortunately, our experience has been
6 pain specialists have been used to circumvent this. There
7 appears to be an effort to move patients away from the treating
8 physician most capable of determining when objective findings
9 are resolved.

10 We do not object to pain management. We just want to
11 avoid the potential for interpretation that pain has to be
12 addressed outside the continuity of care at the providing care
13 level. This section allows networks to add a specialty if they
14 want and we feel that they should be an opt-in versus an
15 opt-out for this specialty.

16 I'd also like to address a couple of other things brought
17 up by earlier testimony. Regarding the network assistant,
18 we've heard from many different sides on this. I would agree
19 with earlier testimony from all parties that a better
20 definition of reduced conflict in possible litigation. There
21 is a conflict in the proposed regulations between 7:00 a.m. to
22 8:00 p.m. and the wording "regular business hours." This was
23 testified to before and I can affirm in our operation we have
24 the same experience as what was presented earlier. You will
25 not find an open clinic on a Saturday at 8:00 p.m. There is

1 virtually no reason to have somebody sitting by a phone for
2 what really truly is a very infrequent need.

3 We recommend establishing minimum hours around normal
4 physician hours of Monday to Friday, 8:00 a.m. to 5:00 p.m.
5 Pacific Standard Time and that the 24-hour turnaround in
6 matching up to these hours would be appropriate for follow-up
7 over the weekend.

8 I'd also like to add our concerns over the physician
9 letters for acceptance. We see this language as overly
10 burdensome and I agree with Connie Chiulli's testimony that at
11 the group level the language needs to be cleaned up. As it's
12 written in the regs right now, it confuses the issue of whether
13 or not a group could actually sign off on behalf of its
14 physicians.

15 Group level acceptance should not require individual
16 physician signatures. The entity entering into a contract
17 should suffice for acknowledgment. We support the intent of
18 keeping these listings updated, but the timeline for updates is
19 too short in the current wording. Realistically, monthly
20 updates suffice to capture the changes with these groups and
21 meet with current practices in terms of updates to the network
22 entities.

23 Thank you for your time. Again, we really appreciate
24 your efforts.

25 MR. PARISOTTO: Thank you.

1 I've come to the end of my list of individuals who wanted
2 to testify today, but I would like to ask Mr. Marquez if he
3 would like to come up.

4 MR. MARQUEZ: Yes.

5 ANDRES MARQUEZ

6 MR. MARQUEZ: Andres Marquez, last name M-A-R-Q-U-E-Z.
7 And just want to say that, first of all, wish you a good
8 afternoon. How are you? And everybody here.

9 I am a state certified interpreter for ten years and many
10 more years before I got certified. And I own and operate a
11 small language service agency out of Sacramento.

12 I want to say that I'm very proud of my fellow
13 interpreters and colleagues. I've been inspired by what I've
14 heard here today. It's really touching.

15 And I'm concerned, concerned about the future of
16 interpreters, of good quality interpreters and great, small
17 agencies that definitely provide a much needed service.

18 Small agencies are crucial to the daily communication
19 needs of injured workers all over California. And some -- some
20 agencies have been providing language services for eons.

21 Small agencies provide services, for example, when the
22 adjuster is unable, forgot or neglected to send an interpreter
23 to an assignment or when the preferred vendor neglected to send
24 an interpreter for that assignment. So we're not members of
25 the preferred vendors until we're needed.

1 Then, you know, hey, can you please help us? I don't
2 know. Does that seem fair to you when we're just as able or
3 better equipped for providing these services? So we're kind of
4 like swept aside until we're needed.

5 After many, many, many times of being there, last minute,
6 oh, please, last minute. Didn't show up. The adjuster didn't
7 send or the person from 3i or from Tech Health or from one of
8 the big companies didn't show. Please help us. We really need
9 this right now, you know. How come we weren't called to begin
10 with?

11 This is a people's venture. Small agencies that have
12 developed networks of interpreters that know the field that
13 have created a livelihood and career out of languages.

14 Small agencies have made a gargantuan effort to fill in
15 the need of an industry and we do it well. We've got tough
16 competition.

17 Just to mention this. I just learned, for example, that
18 to be able to provide services for SCIF you need to be bonded
19 for a million dollars. It's tough to compete with -- with the
20 big fellas.

21 They're out of state. Where does that money go? Do you
22 think -- do you think the companies from back East are going to
23 come in here and spend it? Huh-uh. It stays there.

24 When you use small agencies, you're providing for a lot
25 for a lot of people. And like one of my colleagues said, we do

1 a better job. I feel most of the time we do the best job.

2 As of lately, however, we have been under relentless
3 attacks. It's as if there was some sort of conspiracy or
4 collusion to have us disappear from the face of the earth.
5 We've had many obstacles and difficulties, including not being
6 able to be part of the preferred vendors list.

7 And even though it's been difficult, we're here. We've
8 been able to exist, notwithstanding a series of measures that
9 can be considered a barrage of attacks, including the fact that
10 we have to pay a lien fee to recover costs for services that
11 were needed for the work comp system to continue.

12 Or the fact that an adjuster can qualify or certify
13 anyone on the spot and the prospective fee schedule, this in
14 addition to all sorts of excuses or objections and denials for
15 services that we provided enabling the work comp procedures and
16 the work comp system.

17 So I vehemently oppose the creation of an MPN for
18 interpreters because it will destroy us, the certified
19 interpreters; us, the small, the mom-and-pop agencies; us, the
20 industry.

21 First we had to test for certification for medical and
22 administrative interpreters. That was killed. Then two
23 entities appeared as the ones that were in charge of the
24 certification process.

25 And now finally, the last blow to try and knock us out

1 cold, the creation of an MPN. This is obviously part of a
2 well-thought-out plan. We're in the face of a monopoly. If it
3 quacks like a duck and walks like a duck... Right?

4 Simply put, it's in-your-face plan to monopolize your
5 industry, a race to the bottom to drive down our fees, to
6 eliminate us from competition, to wipe us out. And we say no.

7 You've heard our voices, not only today. We've been here
8 before in other forums. Don't let this fall on deaf ears.
9 There is no need for an MPN for interpreters. We don't need
10 any more unfair business practices thrown at us. We are
11 already competing on an unlevel playing field. This is going
12 to throw us out of the game and all this while we've been
13 playing fairly. The creation of this MPN will exclude us and
14 not include us.

15 Would you tell your kids or your family or friends or
16 your people that they're excluded from competing? This is
17 anti-American. America means free enterprise; the ability and
18 the spirit to compete.

19 The Labor Code should not help these bullies. I feel
20 like we're being bullied, bullied for competing, bullied from
21 competing and participating. Think about it. Let me ask you
22 something.

23 Let's say your son, your daughter, your friend's family
24 kids came home, said, hey, pop, hey, mom, hey, aunt, hey,
25 uncle, whoever, man, I got bullied today. What do you think

1 about that? Would you help him out or would you put a rock in
2 the bully's hand? Would you help the bully? No. I don't
3 think so. I don't think so. Are you going to? Please don't.
4 Say no to the MPN.

5 Thank you very much.

6 MR. PARISOTTO: Thank you. I guess if there is anybody
7 else who would like to speak. But I think we have somebody.

8 STEPHANIE LERAS

9 MS. LERAS: Hi, I'm Stephanie Leras, Coventry Health
10 Care. We provide provider networks PBM services and
11 utilization review to many TPA's and carriers that are in the
12 audience today.

13 We support many of the comments that have already been
14 made so I'd like to just touch on a couple of areas that have
15 not been mentioned thus far.

16 Under the provider acknowledgment section there is now an
17 opportunity for electronic signature. We absolutely support
18 that, but we think there needs to be clarification regarding
19 what constitutes a valid electronic signature. We wanted to
20 just write the first time. So if you could write some language
21 as to what does that mean and what language needs to be
22 included in order for it to be considered valid.

23 We also want to talk about section 9767.12(1)(C) and that
24 is the requirement that a provider be removed from an MPN upon
25 30 days notice from -- the 30 days notice after it has been

1 received through the means identified in the provider listing.
2 So what that means is the website, the e-mail and the 1-800
3 number that is listed in the MPN provider listing is utilized
4 as a means for that.

5 We feel that there needs to be a small change there. We
6 hold or we will be holding provider acknowledgments. This
7 requirement undermines that provider acknowledgment. The
8 provider needs to validate that the information reported is
9 accurate so the provider or their legal representative should
10 be validating, oh, yeah, somebody called and they indicated we
11 don't take workers' comp. But the way they ask the question it
12 was confusing. We thought they meant today, and we're full
13 today.

14 There are so many misinterpretations that can happen that
15 you run a risk of actually hurting your provider data, not
16 helping it. And you're undermining your requirement of a
17 provider acknowledgment and the contract that exists with the
18 MPN providers.

19 So we are requesting that that 30-day notice start after
20 the provider or their authorized representative has authorized
21 that information.

22 Lastly, I'd like to mention the reapproval and that's
23 under section 9767.15. As it's written right now, it appears
24 that existing MPN's have until 1/1/2015 or the date of their
25 four-year renewal, whatever is lesser, to bring their

1 applications up-to-date. But what about operationally?

2 As you guys know, so many of these requirements that are
3 due 1/1/2014 are sequential in nature. I can't calculate my
4 access until I have my provider acknowledgments in. And then I
5 do my geo coding. And then I determine where do I have access,
6 where do I have holes, where do I need to submit alternative
7 standards. Those are all sequential events. They can't happen
8 all on 1/1/2014.

9 So we have proposed a timeline that would say the
10 operational timeline mimics the reapproval timeline, and we
11 have put in place various steps for that.

12 MR. PARISOTTO: Thank you.

13 You know, before we have any more speakers, I know we
14 have a few more people. I think I'd like to take a ten-minute
15 break and we'll come back and finish up with anyone who would
16 like to offer a comment.

17 (Recess taken from 2:41 p.m. to 2:53 p.m.)

18 MR. PARISOTTO: Okay. We will begin again.

19 As I had mentioned before, we had come to the end of our
20 listing of people who indicated they did want to speak. So if
21 you would like to offer some oral testimony, we will begin now.
22 You can either stand over here close to the podium by the wall
23 or else we will get to you at the end if you just raise your
24 hand and let me know so... Sorry I left you stranded the last
25 time.

1 MARIA PALACIO

2 MS. PALACIO: Thank you. My name is Maria Palacio,
3 P-A-L-A-C-I-O. Thank you for allowing so many of us
4 interpreters to speak.

5 I think you are probably -- I don't know if you knew you
6 were going to hear so many stories, but they're all true. That
7 story about the EMG, the nerve conduction tests, and they
8 thought it was acupuncture, that's happened to me several
9 times.

10 And it -- maybe -- let's say if you were traveling in
11 Tibet or Kenya and you're on safari and you break a leg and you
12 can't move for several days. You know you're going to get
13 transported home, but need proper interpreter. How can you be
14 sure that -- you're not a hundred sure of standards. Of
15 course, if you're traveling, you don't know their standards,
16 but we do provide that to those in our country.

17 I proudly certified in 1993 as state certification in
18 administrative hearing.

19 Regarding MPN issues, for the past nine months all this
20 year I have been actively trying to inquire how to be part of
21 an MPN. At least once a week I'll spend a little while on the
22 phone. I allot it, and I always hit a wall. It's just --
23 there's no luck. It's like you can't penetrate it. I don't
24 know.

25 I do receive letters as part of the objections, don't

1 continue interpreting here or there. You have to call one of
2 these places that have been mentioned already today. I'm not
3 interested in working with them. Because I now know that
4 they -- many, they provide not only interpreting but also
5 transportation, durable medical equipment, prescriptions and
6 did you know that the driver is often the interpreter. That's
7 a true story.

8 An MPN would -- as many have said before, would give
9 complete control to the carrier of who is going to interpret,
10 what setting you can interpret at, how often you can work.

11 Right now we're independent contractors and I think we
12 all -- we're just passionate about our work. We really value
13 that freedom. If any of us, including myself, were placed in
14 an MPN where more control is held over my services, then I'm an
15 employee. That means they would tell me when to show up, what
16 I would be paid for. I would be paid overtime, health
17 benefits, workers' compensation, sick pay, mileage, parking,
18 vacation, all the fringe benefits that an excellent employee
19 would receive which I have been in the past. So I would want
20 all those benefits were I part of an MPN which is the
21 equivalent of being an employee.

22 And what else? An interpreter provides communication and
23 that communication makes a report that provides the
24 arguments -- that provides -- so that arguments and decisions
25 could be made based on that report. And that's all -- all we

1 do. We do the language, the same that everyone else has been
2 saying. But I have to say it also myself so I wrote it down.

3 I work with both Applicant attorneys. I work with
4 defense, on both sides. I also work a little bit outside of
5 the workers' comp system.

6 One of my clients many years ago asked me to provide a
7 Fukanese interpreter. The adjuster argued with me, said
8 Fukanese doesn't exist. The defense attorney says, no, they're
9 just trying to delay the case. Fukanese doesn't exist. It's a
10 small Chinese community in the Philippines. I had never heard
11 of it before, but I went through lengths to find out what it
12 was.

13 It's not a story, but another setting where I had
14 provided a difficult language to cover that I -- it was a
15 Somali interpreter. There is only one certified in all of
16 California. He lives in Arizona. He doesn't like to work for
17 other companies. Somehow he'll take my e-mails. And they'll
18 use him, but I have to pay mileage, hotel, et cetera. And then
19 when the adjuster got tired of that then they said, no, just
20 find somebody who works at a Somali restaurant. That's a true
21 story.

22 Another story: And I can back all this up. I want you
23 to know I'm not making any of this up. I spoke with a very
24 prominent attorney in Southern California about interpreting --
25 again years ago -- about being impartial. He said, "Oh, no,

1 Miss Interpreter." And those of you who know the attorney, he
2 always calls us Miss Interpreter, Mr. Interpreter. He said,
3 "When you are in the deposition, you are my friend." Again,
4 true story. I would not make this up.

5 My last story is, I normally provide interpreting for
6 just -- I like little events. I like depositions and trials,
7 stuff that, you know, gets my mind involved. About three
8 months ago a friend and colleague of mine -- she interprets for
9 a busy orthopedic office for a doctor. Her mother was in
10 hospice and she asked me if I could -- so she could take care
11 of her mom, if I could interpret. So I did two months of pure
12 medicals. I mean, I love it, but it's a lot. It's very busy.

13 In the two months maybe I had a total of, I think -- I
14 think, over 50 patients, but well under a hundred; QME's,
15 AME's, re-evals, second opinion, surgery, consult. I just
16 did -- that's all I did for those two months. It was July and
17 August of this year. Not one interpreter showed up. And I
18 would say less than 50 percent was MPN.

19 What I'm trying to get across is that no interpreter was
20 sent for the MPN's. And I thought that really, really odd. I
21 didn't know it was that bad. I don't do that many medicals.
22 And so I'm sorry. I tend to scatter around a little bit so I
23 hope you got at least a little gist of what I was saying.

24 And thank you again for allowing me to speak.

25 MR. PARISOTTO: Thank you.

1 need interpreters also to get their points across to their
2 Applicants or to their clients.

3 So let me leave you with a thought. Just keep in mind
4 what has been said here today. Please take into account the
5 benefits that we provide and some of the hardships that we go
6 through oftentimes to do our job.

7 Thank you very much for your time.

8 MR. PARISOTTO: Thank you.

9 IRIS VAN HEMERT

10 MS. VAN HEMERT: Good afternoon. My name is Iris Van
11 Hemert; V-A-N, separate word H-E-M-E-R-T. I too am a certified
12 interpreter. I'm also proudly serving as vice-president of
13 CWCIA, California Workers' Compensation Interpreters
14 Association.

15 Just a comment: I had the opportunity to meet earlier
16 this month with Ms. Christine Baker and a few other members,
17 counsel, et cetera, in Sacramento where we discussed
18 specifically the MPN. I, along with a few other colleagues,
19 were in attendance at that meeting.

20 It was brought up on behalf of counsel for the DIR that
21 the intent to include interpreters in an MPN has essentially
22 always been there. This goes back to SB 899 is what we were
23 told. As you will recall, Senate Bill 899 went into effect in
24 April of 2004.

25 We disagree with this. The rights to an interpreter for

1 medical treatment appointments again wasn't solidified until
2 2011 with the Guitron case.

3 Again, no provisions were made to specifically include
4 interpreters as part of an MPN. If indeed the legislature
5 intended this to be the case, it had the opportunity to do so
6 with the more recent passing of Senate Bill 863. It did not.
7 It, in fact, carved out a specific section to interpreters in
8 4600(g) as was previously mentioned. That was the comment I
9 wanted to share.

10 Again, you've heard the experiences of something that was
11 brought up at this meeting in Sacramento was that, in fact,
12 carriers, like we interpreters who are the independent
13 contractors, are certainly bound by the regulations wherein a
14 certified interpreter is always required, made more specific by
15 recent amendments to that language.

16 So Ms. Baker did say, well, there should always be a
17 certified interpreter at these medical appointments. And if
18 the provider network isn't doing that, then they're not abiding
19 by the regulations. There is a provision wherein the claims
20 administrator can qualify a non-certified interpreter when a
21 certified is not available.

22 You'll note in reg 9795.3 the interpreter is bound by the
23 rule of establishing by way of documentation to claims when a
24 certified was not available. I don't see where there is a
25 similar mechanism for oversight on the part of the carrier. It

1 simply states that the carrier can provisionally qualify a
2 non-certified interpreter when one is not present. I can most
3 certainly guarantee to you that I will probably be sitting home
4 as a certified interpreter when a non-certified is at the
5 medical.

6 So this is going to create a lot of problems. I'd like
7 to share something that happened very recently, as recent as
8 this summer, by a fellow colleague of mine, a fellow
9 interpreter. And just so you know, geographically speaking, I
10 come from the Southern California region, more specifically,
11 the Ventura - Santa Barbara County area.

12 And this occurred at a medical facility and I'm just
13 going to read the letter as was submitted to me by my
14 colleague.

15 The purpose of this letter to is inform you about an
16 inappropriate situation in the services provided to Applicant
17 -- states the name of the Applicant -- which is exemplary of a
18 growing and disturbing trend regarding insurance carriers' use
19 of unlicensed, incapable, uncertified interpreters in violation
20 of existing law and inconsistent with SB 863. As you know,
21 Labor Code 4600 requires provision of interpreter services when
22 needed for medical treatment and SB 863 set standards for the
23 certification of these interpreters. Despite this, carriers
24 are sending taxicab drivers and cooks who are not certified
25 interpreters into doctors' and lawyers' offices to translate

1 ineffectively for injured workers.

2 On Monday, 6/3/13, I was at -- it mentions the doctor's
3 office -- to interpret for a patient. Also at the same office
4 was certified interpreter -- states the name -- to interpret
5 for a second patient. The Applicant in question arrived for
6 this appointment and soon after a person named -- and this
7 person's name, I would read it, except I can't pronounce it.
8 It's a Norwegian name -- arrived and introduced himself as this
9 Applicant's interpreter.

10 When I asked this gentleman for his credentials as an
11 interpreter, he explained that he's just a mason who in several
12 years of working in construction was able to pick up some
13 Spanish from his fellow Latino laborers. He also indicated
14 that someone at his church put him in contact with Transnet,
15 another out-of-state agency. And if you look at their website,
16 they also provide transportation services, DME services, and
17 translation services, but not once will you see on their
18 description page for interpreters that they provide certified
19 interpreters.

20 This gentleman said he was put in contact with Transnet,
21 an agency in Florida, to obtain jobs as an interpreter. He
22 accepted the job because he is paid \$25 per appointment which
23 is more than what he makes as a mason.

24 During our conversation, this Norwegian gentleman made it
25 very clear to the certified interpreter and to myself that he

1 does not really speak Spanish correctly. He's never had formal
2 education in Spanish and hoped to be able to learn more Spanish
3 to continue working as an interpreter. His intention was to
4 enroll in the summer course at Santa Barbara City College in
5 Spanish too.

6 I have been certified since 1988 and pride myself in
7 providing effective communication services to the interested
8 parties. The ultimate purpose of providing interpreter
9 services is to help the injured worker communicate
10 appropriately with the medical provider in order to expedite
11 and obtain the maximum improvement of their injuries.

12 The insurance companies endeavor to have total control
13 over workers' comp insurance claims. They seem to be acting
14 not only illegally, but in an unethical way by not providing
15 the proper services the injured worker is entitled to. This is
16 the most recent situation that I have encountered, but these
17 instances are happening over and over in many medical
18 appointments where insurance carriers contract with large
19 agencies out of state which call non-certified, non-qualified
20 people to perform the duties of a state certified interpreter.

21 Recently I was asked by another non-certified interpreter
22 how to say "herniated disc" in Spanish.

23 Please consider how we, as workers' compensation
24 professionals, including medical providers, judges and
25 attorneys, can combat this growing trend of unlicensed and

1 ineffective interpreters who are costing more -- who are
2 costing the system more by delaying injured workers'
3 recoveries. Perhaps a letter to other professionals and our
4 local board policy -- and a policy that only certified
5 interpreters be recognized is in order.

6 So again, this is no exaggeration. While I understand
7 the intent is to absolutely establish a standard, this is not
8 happening and it doesn't appear that by having interpreters
9 somehow in a rather crafty manner be suddenly included in a
10 medical provider network isn't going to provide the proper
11 oversight on the part of the carriers to ensure that these regs
12 are indeed followed.

13 Thank you.

14 MR. PARISOTTO: Thank you.

15 VERONICA JENKS

16 MS. JENKS: Good afternoon. My name is Veronica Jenks,
17 J-E-N-K-S. And I am a medical and administrative hearing
18 certified interpreter for the Orange County and LA area.

19 And I wanted to speak a little bit about how we are all
20 being affected by this potential change.

21 SB 863 and Labor Code 5811 have the intent of
22 interpreters being a separate and unique legal service and not
23 a provider of medical services. Including interpreters as an
24 MPN -- as an ancillary service is against the legislative
25 intent of the law.

1 Interpreters having to become part of the insurance
2 carrier's MPN will affect their neutrality, impartiality and
3 they need to be unbiased. To become part of an MPN,
4 interpreters will have to agree to reductions in pay. The
5 insurance carriers already are utilizing out-of-state agencies,
6 which -- which we've heard all morning long and throughout the
7 afternoon, to administer interpreters and they are hiring
8 unqualified, uncertified interpreters. The quality of
9 interpreters will then become lower and that will negatively
10 affect the injured worker's treatment and the whole legal
11 process.

12 One bad history in an initial medical report can cause
13 years of unnecessary litigation and I've been there. I do
14 medical examinations, and I take pride and value in my license
15 in providing the best interpreting I could provide and being
16 accurate for the initial medical examinations. Those reports
17 have value for the Applicant's attorneys, for the defense
18 attorneys, for the insurance companies.

19 As we have heard today, there is one major conglomerate,
20 One Care. Well, I've heard stories. I know that in the past
21 and possibly still they ask interpreters to provide a report
22 after each medical appointment in order to submit an invoice,
23 in order to obtain a payment. And that is in violation of
24 federal regulation, HIPPA laws. We don't want that.

25 I take pride in being an interpreter, a certified

1 interpreter. I get up every day, and I am excited that I will
2 be providing a service and be of assistance to somebody that
3 does not speak my language in English, speaks Spanish. Sorry.
4 And to me, that is very important.

5 Every day I take pride on the ethics that we, as licensed
6 interpreters, have to go by and follow. And if you look -- and
7 just one second. Interpreter code of ethics -- and I'm just
8 going to go briefly -- accuracy, cultural sensitivity,
9 confidentiality, disclosure, proficiency, nondiscrimination,
10 impartiality, professional demeanor, scope of practice,
11 professional development. That's what we strive for.

12 Every one of my colleagues every day, we try to continue
13 our education, be of service to our communities, and MPN's will
14 only deny the injured worker having a proficient interpreter
15 that abides by and follows ethics.

16 A non-certified interpreter that is hired, whether
17 they're a college student, like it happened to a medical
18 appointment where I was interpreting for an orthopedic surgeon
19 nonetheless, she stepped in and I introduced myself. And I
20 asked her, oh, my name is Veronica Jenks. I'm the interpreter.
21 Never met you before.

22 And she gave me her name. And then I said, oh, how long
23 have you been doing this? Oh, for a couple of months. I got a
24 call. I'm a college student and this helps me get by.

25 How do you learn the language? Oh, my mom speaks

1 Spanish.

2 There is no ethics there. There is no sensitivity to the
3 needs of a person that doesn't speak the language because they
4 have nothing to lose.

5 They don't have a license that they value, they honor,
6 they respect. That's what I do every day. And that's what
7 every one of these ladies and gentlemen that are interpreters,
8 fellow colleagues, do every day. We value our services. We
9 value our licenses. And we value the needs of the Hispanic and
10 other languages in the area in the state of California.

11 Thank you so much for your time.

12 MR. PARISOTTO: Thank you.

13 LORAIN MORELL

14 MS. MORELL: One more. Thank you for allowing me time.

15 My name is Loraine Morell, M-O-R-E-L-L. Loraine, regular
16 spelling. I'm just going to be real brief, just going to
17 mention a couple of points.

18 I work in court every day in workers' comp. I'm court
19 certified. I've worked many years in criminal court as well,
20 but here the focus is pretty much workers' compensation.

21 But what I see in court sometimes is that the Applicant
22 will -- when we're discussing the value of their case and I'm
23 doing the interpreting and many times we hear the Applicant
24 say, but I did tell the doctor about this body part or I did
25 mention this complaint, but there's no evidence of it in the

1 doctor's report. And so many times they'll say, but I -- I
2 told the doctor. I don't know what the interpreter said.

3 So here is just one example of the importance of accurate
4 interpretation because it will affect the value of his case and
5 it does affect whether that Applicant will get treatment to
6 that body part or not.

7 And so I support my colleagues in them saying that they
8 do need a professional interpreter. They need somebody with
9 experience and somebody that can really relay what's going on
10 with them because it will affect whether they get treatment and
11 it also affects the value of their case and many times so many
12 of them lose husbands, they lose their family, they lose homes,
13 they lose cars, all because of this injury. So it's very
14 important to have a good interpreter all the way through.

15 And if you have someone who is a professional, of course,
16 they're going to want to uphold this profession and keep it
17 that way and not have people look down because most of us, we
18 really did go through a lot of training, a lot of schooling,
19 and I don't know about the exam now for court, but I know when
20 I took it it was grueling. And so we want to keep that
21 standard of professionalism up.

22 So thank you.

23 MR. PARISOTTO: Thank you.

24 MARK GERLACH

25 MR. GERLACH: Good afternoon. My name is Mark Gerlach,

1 G-E-R-L-A-C-H. I'm with the California Applicant's Attorneys
2 Association.

3 We're here to consider regulations dealing with medical
4 provider networks. Medical provider networks were introduced
5 in SB 899. Although having worked on SB 899, I never heard
6 that the interpreters were supposed to be a part of them. But
7 in any case, they were adopted as a method to help control
8 rising medical costs, and they gave employers a choice of the
9 doctors who would be available to treat injured workers, taking
10 away the free choice of doctor from an injured worker.

11 In return for that, though, there were a number of
12 responsibilities that the employers took on. There were
13 responsibilities to notify the workers of how the MPN works,
14 what the MPN is, their right to be treated by a physician of
15 their own choice after that first visit. There were notice
16 provisions that were required. These were all part of a set of
17 responsibilities that the employer has in return for giving the
18 employer the exclusive control over the choice of physicians in
19 the MPN. Again, this was done to try to control rising medical
20 costs.

21 Now, seven, eight years later, SB 863 included extensive
22 revisions to the MPN regulations. If you look at what we've
23 done, we've adopted a requirement -- statutory requirement that
24 a treating physician can be included in the network only if
25 they provide a separate written acknowledgment to be in the

1 network. Every medical network -- provider network shall post
2 on its Internet website a roster of the treating physicians.
3 It has to provide the website address of the network, shall
4 post the -- so that the AD can post that.

5 Every medical provider network shall provide one or more
6 persons to serve as medical access assistants. Why did we make
7 major changes to the MPN networks? The answer is, they weren't
8 working. Injured workers in far, far too many cases were not
9 able to get treatment. They were going to the MPN's, getting a
10 list of doctors who either didn't take workers' compensation
11 patients or didn't know they were in the MPN or had left the
12 state or in some cases were dead.

13 There was a case that went to the WCAB where the judge
14 actually sat down and called a series of providers to say, will
15 you take this worker? Nobody would take him.

16 So we made major changes to the MPN regulations -- excuse
17 me -- the MPN statutes to make sure that this works, that this
18 process by which we gave the employers the exclusive ability to
19 say who's going to be in the MPN has protections for the
20 injured worker so the injured worker gets the treatment that he
21 or she needs.

22 So why didn't it work? Well, I'm sorry to have to tell
23 you this, but part of the reason it didn't work is because your
24 regulations were not sufficient to make it work. And I will
25 tell you that if you put these regulations in place, it's not

1 going to work in the future.

2 The medical access assistant we heard about from several
3 other people this morning is a prime example. If the only
4 thing that you require the medical access assistant is that he
5 or she return a call within 24 hours, that's all they're going
6 to do.

7 If you want this system to work, if you want to prevent
8 being back here another three or four years because new changes
9 were adopted statutorily, we need to make some major changes to
10 these regulations. We need to lay out exactly what is required
11 of a medical access assistant, what do they have to do and when
12 do they have to do it. Because if you don't set it out, it's
13 not going to be done. It's just that simple. Some of them
14 will do it. Some of the MPN's are very good actually. But as
15 a general rule, it's not going to be done unless you require
16 it.

17 So I'm here to tell you, first of all, you need to do
18 that. You need to expand these regulations extensively to
19 provide, first of all, a specific list of what has to be done,
20 who has to do it, and when it has to be done, and secondly, you
21 have to build in specific repercussions for not doing it.

22 Everything that you set out in these regulations as a
23 specific duty has to have a specific penalty for not being
24 done. And that penalty can't be, as proposed in these
25 regulations, well, just do it next time. That's not a penalty.

1 Most of the -- many of the provisions in here -- for
2 example, you added probation as a specific regulatory tool that
3 you can use. What is it? What is probation? Read through
4 your regulations and tell me, what is probation? Is there
5 anything?

6 If you put an MPN on probation, what is that MPN required
7 to do? It doesn't say in the regulations. How do they get
8 off? I don't know. How do they get on? I don't know. You
9 need to provide specific responsibilities and specific
10 consequences for the failure to meet those responsibilities.
11 Otherwise, we're going to keep going along the way we have.

12 In theory, MPN's should not have been able to put up a
13 list of dead doctors before, but they did and nothing happened.
14 They got away with it. We can't allow that to happen if we
15 want to improve things here.

16 The other thing I'd like to talk about is what most
17 people here have talked about. I'd like to key off of a few
18 things that Mr. Calhoun said.

19 Because that was the -- one of the first things that our
20 group of attorneys who looked at this said was, why are they
21 putting interpreters in here? This is a medical provider
22 network.

23 If you look at the statutes, 4616(a) says that you may
24 establish or modify a medical provider network. The network
25 shall include physicians primarily engaged in the treatment of

1 occupational injuries. The administrative director shall
2 encourage the integration of occupational and non-occupational
3 providers. The number of physicians in the medical provider
4 network shall be sufficient to enable treatment. The provider
5 network shall include an adequate number and type of
6 physicians.

7 We go down. A treating physician shall be included in
8 the network only if.... Commencing on January 1st, 2014 every
9 medical provider network shall post on its Internet website a
10 roster of all treating physicians in the network. Where are we
11 getting interpreters? Where is the authority for the
12 administrative director to say, all of a sudden, interpreters
13 are included in this?

14 As I say, I was intimately involved in 899, and I never
15 heard, prior to this morning -- this afternoon, that
16 interpreters were supposed to be included in medical provider
17 networks. There is certainly no indication in statute that I
18 can see.

19 If you're going to include interpreters in medical
20 provider networks, then I'll go back to the first point that I
21 made, which is, if you're going to give the employers and MPN's
22 the exclusive right to name who's going to be in their network,
23 they have responsibilities. What are those responsibilities?
24 Well, you're going to have to expand these regulations so that
25 these regulations require a list of interpreters so that

1 interpreters in all of the various languages that are required
2 are available through these MPN's so that an injured worker has
3 the free choice of an interpreter, so that those lists are
4 updated quarterly and are available on the MPN website.

5 Every one of the protections that is given to the injured
6 worker on one side because of the exclusive control over the
7 provider by the MPN, the protections given to the injured
8 worker with regard to the doctors, if you're going to include
9 interpreters, have to be given to the injured workers for the
10 interpreters also.

11 So you're going to have to go back to the drawing board
12 and come up with a whole new set of regulations that give the
13 injured worker the ability to get an interpreter in the same
14 way that they can get a free choice of physician within the
15 MPN.

16 And frankly, it doesn't make any sense. But if that's
17 what you want to do, you're going to have to do it that way
18 because you can't simply say we're going to give the MPN the
19 exclusive right to choose the interpreters and then not give
20 the injured worker any protection. Because what you'll get,
21 you've heard today. You'll get high school students coming
22 down to interpret. You've got to give the injured worker the
23 same protections he or she gets with regard to physicians.

24 Thank you for your attention.

25 MR. PARISOTTO: Thank you. I'd just want to check. Raul

1 and I apologize for the last name.

2 MR. BEGUIRISTAIN: Beguiristain.

3 RAUL BEGUIRISTAIN

4 MR. BEGUIRISTAIN: Okay. I just wanted to be brief
5 today. Good afternoon, my name is Raul Beguiristain. I am a
6 certified medical interpreter and a Ph.D. in applied sciences.

7 And I would like to reiterate that interpreters are not
8 medical providers, by no means. And that not only MPN -- MPN's
9 don't have any reason -- what -- what -- what is an MPN? Why
10 can't you just choose freely to lower the prices of the
11 services that you are getting?

12 You are not in any -- I can't believe that there is any
13 book in economics that is going to say that MPN's are going to
14 lower prices. Not in this world. I don't know -- I don't know
15 where -- where people got the idea that MPN's are going to
16 lower prices of the services.

17 As a matter of fact, as you can see, MPN's, the only
18 thing that have done so far, is increase the price. And every
19 time that it has been tried, the same thing has happened. It's
20 increased the price, not lowered the price.

21 And also about the horror stories, well, there are some
22 places that you're lucky if you get a bilingual interpreter.
23 Most of the time -- times people pick somebody that has a last
24 name that is Hispanic. Okay? And they barely speak Spanglish
25 at all and the injured worker ends up looking at this person as

1 if -- I don't know -- he's out of this world. He's from
2 another planet or a different culture.

3 So I would again reinstate that or reiterate that MPN's
4 are not the solution for interpreters and, as a matter of fact,
5 for nothing at all.

6 Thank you very much.

7 MR. PARISOTTO: Thank you. Is there anyone else who
8 would like to speak today?

9 ANGELICA MENDEZ

10 MS. MENDEZ: Good afternoon, my name is Angelica Mendez,
11 M-E-N-D-E-Z. I'm a medical certified interpreter. I've been
12 doing this for 13 years, and I'm against the interpreters being
13 a part of the MPN for all the various reasons that we heard
14 here today.

15 Thank you.

16 MR. PARISOTTO: Thank you.

17 YOLANDA DURAN

18 MS. DURAN: My name is Yolanda Duran. I am -- I've been
19 interpreting. I'm a state certified medical language
20 facilitator interpreter in the County of Kern, The Golden
21 Empire.

22 And I've been interpreting as an interpreter for 20
23 years. I am the only state certified medical interpreter in my
24 county. And you would think I'd be very busy. I am not.
25 Because many times I get on a case and maybe two, three

1 appointments into it, I get replaced by a non-cert sent by the
2 out-of-state vendors.

3 So I just want you to please reconsider putting the
4 interpreters on the MPN and consider the fact that we are there
5 as an impartial person -- excuse me -- an impartial interpreter
6 to help facilitate the injured worker through the process. And
7 that's all we're there for.

8 Thank you so much.

9 MR. PARISOTTO: Thank you.

10 MARIA SEARS

11 MS. SEARS: Good afternoon. My name is Maria Sears and I
12 am a medical and administrative hearing certified interpreter.

13 I worked for about ten years as a medical interpreter,
14 and I can confirm every one of the not stories, but incidents
15 or cases that my colleagues have explained to you.

16 Right now I work mostly at the Santa Ana Workers'
17 Compensation Appeals Board. And I get the claimants at the end
18 of their cases when they go in front of the judges, when they
19 go to sign their Compromise and Release, they settle their
20 cases. And a lot of times I have seen firsthand how the
21 medical history, how the progress reports from their treating
22 physicians, how the interpreters have played such an important
23 role in the outcome of their cases.

24 Many times the claimants have explained to the attorney
25 at the Board, this interpreter that I had was awful. All he

1 did was talk to the doctor. He was just an employee or he was
2 an employee of the doctor's office or just I was there with my
3 interpreter when another interpreter showed up and my
4 interpreter had to leave and this other interpreter, all he did
5 or she did was yack, yack, yack, talk, talk, talk to and laugh
6 with the doctor. And I really feel that I -- I was totally
7 lost.

8 So I have seen firsthand what are the consequences of not
9 having a certified, experienced medical interpreter. And one
10 of the things that Veronica mentioned was the history of the --
11 of the injury. I worked, as I told you, ten years, and out of
12 those ten years basically half of those years or more writing
13 histories for patient -- patient after patient before the
14 doctors started using their own historians in their offices.

15 And I know that it is so important to get a good history
16 of the injury, to be complete, to tell the doctor exactly
17 what's wrong with the patient so later on when they go to
18 settle their cases at the Board they get a fair settlement and
19 they get, you know -- basically that, they get a fair
20 settlement and they -- the whole case has been fair to them.
21 That's it.

22 MR. PARISOTTO: Thank you very much.

23 Is there anyone else who would like to offer testimony
24 today?

25 (No response.)

1 MR. PARISOTTO: Well, if no one else will testify, this
2 hearing is now closed.

3 The opportunity to file written comments will stay open
4 until 5:00 o'clock this afternoon, probably about an hour and
5 20 minutes from now. Those comments should be delivered to the
6 Division's office which is up on the 17th floor of this
7 building.

8 Thank you for your attendance today and the input you
9 have given us.

10 And I'd like to thank -- especially thank our hearing
11 reporter for the great job he did today. And this hearing is
12 now closed.

13 (The proceedings adjourned at 3:41 p.m.)

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R E P O R T E R ' S C E R T I F I C A T E

I, Richard H. Parker, Official Hearing Reporter for the State of California, Department of Industrial Relations, Division of Workers' Compensation, do hereby certify that the foregoing matter is a full, true and correct transcript of the proceedings taken by me in shorthand, and with the aid of audio backup recording, on the date and in the matter described on the first page thereof.

RICHARD H. PARKER,
Official Hearing Reporter
of the State of California,
Workers' Compensation Appeals Board

Dated: October 4, 2013
Fresno, California
/s/