

**BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA**

**In the Matter of:**

**CLAIMANT,**

**vs.**

**NORTH LOS ANGELES COUNTY REGIONAL CENTER,**

**Service Agency.**

**OAH No. 2023040215**

**System Tracking No. CS0004019**

**DECISION**

Carmen D. Snuggs-Spraggins, Administrative Law Judge, Office of Administrative Hearings (OAH), State of California, heard this matter by videoconference on May 24, 2023.

Claimant was present and represented by his stepfather (Advocate) and Steven Figueroa, Claimant's authorized representatives and advocates. (Family titles are used to protect the privacy of Claimant and his family).

North Los Angeles County Regional Center (NLACRC or Service Agency) was represented by Dana Lawrence, NLACRC Fair Hearing and Administrative Procedures Manager.

Oral and documentary evidence was received. The record closed and the matter was submitted for decision on May 24, 2023.

## **ISSUE**

1. Shall NLACRC reimburse Advocate for costs he incurred for Claimant's social recreation activities related to bowling?
2. Has NLACRC failed to implement Claimant's Individual Program Plan (IPP) to fund Claimant's social recreation activities?

## **EVIDENCE RELIED UPON**

Documentary: Service Agency exhibits 1 through 13 and Claimant's Exhibits A through H.

Testimonial: Jennifer Todd, Consumer Services Supervisor for NLACRC, Arshalous Garlanian, Community Services Director for NLACRC, and Advocate.

## **Jurisdictional Matters**

1. Claimant is a 42-year-old NLACRC consumer who is eligible for regional center services based upon a diagnosis of mild intellectual disability (ID). He has also been diagnosed with fetal alcohol syndrome and psychosis not due to a substance or known physiological condition.

2. On a date not made clear by record, but no later than March 9, 2023, Advocate requested reimbursement for bowling expenses he paid for Claimant's social recreation activities. When he did not receive reimbursement, Advocate filed an appeal on March 30, 2023, stating NLACRC "is [denying] and refusing to provide social recreation reimbursement relating to bowling." (Ex. 1, p. A17.)

3. On April 7, 2023, Advocate and Mr. Figueroa participated in an Informal meeting with Ms. Lawrence. During the meeting, the parties discussed the status of Claimant's transition to the Self-Determination Program (SDP), reimbursement under the traditional service model, the high rate of turnover of Claimant's case managers, and Claimant's need for assistance with transitioning to the SDP. On April 11, 2023, Ms. Lawrence sent Advocate a letter stating that NLACRC could not move forward with reimbursement without proof of payment and completed vendorization documents. (Ex. 7.) NLARC cited to Welfare and Institutions Code section 4648 and California Code of Regulations title 17 (CCR), section 50604 in support of its position. NLARC did not prepare a Notice of Proposed Action.

4. This hearing was scheduled and ensued.

5. All jurisdictional requirements have been met.

### **Claimant's IPP**

6. Claimant's IPP meeting was conducted on July 26, 2022, and attended by Claimant, Advocate, Vilma Ruvalcaba, NLACRC Participant Choice Specialist, and Jennifer Linares, NLACRC SDP Specialist.

7. Per the IPP, Claimant rents a room from Advocate and receives Supplemental Security Income (SSI) and 254 hours of In-Home Supportive Services

(IHSS). Advocate is Claimant's IHSS care provider. The IPP notes that Claimant "has a payee, as he has difficulty managing his funds, paying his bills, and knowing how to budget the funds that he receives from SSI." (Ex. 2, p. A37.) Claimant expressed a desire to enroll in the SDP and was to follow-up with a financial management service (FMS) to onboard him into the program.

8. In the area of Social/Recreation/Leisure/Play, Claimant's IPP states he enjoys bowling with friends and had joined a bowling league. Outcome number 4 of the IPP states that Claimant will have the opportunity to socialize on a bowling team, which would allow him to enhance his communication skills, create lasting friendships, be physically active, and integrate into his community. NLACRC agreed to fund Claimant's social recreation activity of joining a bowling league that meets once per week in the city of Palmdale. Claimant was to use the social recreation funds according to the social recreation guidelines.

9. The IPP does not include information on what steps Claimant or his family is required to take to be reimbursed or what the social recreation guidelines are.

10. Claimant's IPP was approved on January 19, 2023. There was no evidence produced at the hearing explaining the delay in obtaining approval. Claimant's next IPP meeting is scheduled to take place by July 26, 2023.

### **Request for Reimbursement**

11. On January 19, 2023, Advocate notified Violeta Soria, Claimant's former Service Coordinator (SC), that Claimant started bowling in September 2022, and that the season ended in June 2023. The bowling alley, Bowlero Corp (Bowlero), is an NLACRC vendor. Claimant had not transitioned to the SDP at that time. SC Soria's interdisciplinary (ID) notes of January 19, 2023, state that the approved financial

management service (FMS) provider, GT Independence, had not started Claimant's onboarding process, but that Claimant could be reimbursed through the traditional service model if Claimant provided an invoice of payment made. She also wrote that "[a]ny social recreation activities can be reimbursed through traditional with an invoice. Of course, the bowling is also on the budget for SDP and fund will be available as well once he transitions." (Ex. 12, p. A90.)

12. On January 20, 2023, SC Soria emailed Advocate and informed him that bowling can be reimbursed through the traditional service model if he provided an invoice showing payment had been made.

13. On March 9, 2023, Advocate emailed an invoice from Bowlero dated April 23, 2022, in the amount of \$918 to NLACRC and requested reimbursement. He also provided the invoice to GT Independence. GT Independence informed Advocate that it could not reimburse him because Claimant was not enrolled with the FMS.

14. On March 9, 2023, SC Soria emailed Advocate and introduced him to Tyniecia Coleman, Claimant's assigned SC. SC Soria copied SC Coleman on the email and informed Advocate that SC Coleman would "complete the reimbursement for social recreation for [Claimant]." (Ex. 5, p. A56.) SC Soria directed SC Coleman to communicate with Advocate regarding reimbursement.

15. On March 29, 2023, Advocate followed-up with SC Coleman on his request for reimbursement. He noted that if he did not receive a response from NLACRC by March 31, 2023, he would file a fair hearing request based upon Service Agency's implied denial and refusal to reimburse him for Claimant's social recreational activities.

16. On March 29, 2023, Gabriela Eshrati, M.S., NLARC's Consumer Services Director responded to Advocate's email and informed him that SC Coleman was no longer employed at NLACRC and that Jennifer Todd, NLACRC's Consumer Services Supervisor (CSS), was supervising Claimant's case. Ms. Eshrati copied Ms. Todd on the email and asked Advocate to re-send any documents in support of his request for reimbursement.

17. On March 30, 2023, Advocate emailed Ms. Eshrati and informed her that because NLACRC was already in possession of the invoice as he emailed it to SC Soria on March 9, 2023, he would not resend it. He asserted Service Agency had "dropped the ball," that Claimant was without an SC, and he would be filing a fair hearing request. (Ex. B, p. B40.)

18. On March 30, 2023, CSS Todd emailed Advocate and told him that she would research the social recreation reimbursement issue and provide an update by April 4, 2023. Advocate responded that he had filed a fair hearing request.

19. On May 18, 2023, Advocate provided NLACRC with handwritten Receipt No. 912003 for \$918. The receipt is dated May 10, 2023, lists Claimant and Erick Joseph on the "From" line, and states the receipt is for "Bowlero bowling social recreation" from September 2022 to June 2023. (Ex. C, p. B79.)

20. On May 18, 2023, Ms. Soria, who is now NLACRC's Self-Determination Specialist, acknowledged receipt of the invoice and informed Advocate by email that NLACRC's case management department would complete the request for reimbursement.

21. On May 19, 2023, Advocate spoke with Candace Carrillo, Claimant's new SC, about a vendor packet Service Agency asserted is required for reimbursement. In a

May 19, 2023 email to SC Carrillo, Advocate confirmed the conversation, stated he was previously informed that he only needed to provide a receipt to be reimbursed, and asserted NLACRC was erecting barriers to avoid its obligations under the Lanterman Developmental Disabilities Services Act (Lanterman Act) to fund Claimant's social recreation activities. Advocate indicated a willingness to discuss resolution of the matter and requested that Service Agency forward a Notice of Resolution form by May 23, 2023.

22. On May 22, 2023, Ms. Lawrence sent an email to Advocate acknowledging the receipt from Bowlero and attaching a vendorization packet. The packet consists of: a vendor application (form DS1890); a four-page applicant/vendor disclosure statement to be signed under penalty of perjury; an NLACRC Consumer Specific Reimbursement Agreement; a Request for Taxpayer Identification Number and Certification Form (W-9); and an optional Enrollment Form for Direct Deposit. (Ex. 11.) NLACRC completed the forms in Claimant's name and included his contact information on the forms. Ms. Lawrence stated that once Claimant signed the vendor packet, she would submit the packet and the request for reimbursement would be processed.

23. The vendor application requires the applicant to attach information outlined in CCR section 54310, subdivision (a)(10). The applicant/vendor disclosure statement contains three pages of instructions and references to numerous sections of the CCR. The NLACRC Consumer Specific Reimbursement Agreement contains eight specific agreements including the statement that the applicant is an independent contractor but not an employee or agent of the State of California or NLACRC. The document also states that NLACRC will not provide a 1099 form and recommends that the vendor "consult your tax professional for any impact reimbursement may have on your tax filings." (Ex. 11, p. A13.)

24. On May 23, 2023, Advocate responded to Ms. Lawrence's email. He noted that he had never been informed a vendor packet was required for reimbursement and he is not a vendor in that he does not provide services to Claimant. Advocate asserted that he paid the \$918 fee to Bowlero and requested that the vendor packet be prepared in his name and forwarded to him along with a Notice of Resolution. He demanded reimbursement to be submitted to him within 14 days.

25. In a responsive email to Advocate on May 23, 2023, Ms. Lawrence explained that because the receipt from Bowlero named Claimant as the payor, Claimant must sign the vendor packet and a check would be made payable to him. She further stated that if Claimant and Advocate had an agreement for Advocate to be reimbursed the amount paid for bowling, Claimant could pay Advocate once Claimant received the check. Ms. Lawrence further explained that once NLACRC received the fully executed vendor packet, "Accounting will generate an invoice and process for payment within 10 business days. Paper checks will be processed each Wednesday and will be mailed out via USPS mail." (Ex. 13.)

### **Testimony of CSS Todd**

26. CSS Todd is familiar with Claimant's case. She asserted that NLACRC has agreed to reimburse Claimant for social and recreational activities related to bowling per his IPP and has taken steps to effect reimbursement.

27. CSS Todd maintained that because Claimant was listed on the Bowlero receipt as the payor, he must be listed as the payee on any reimbursement. According to CSS Todd, reimbursement is currently delayed because Claimant has failed to execute and return the vendor packet.



28. CSS Todd acknowledged that Claimant's July 26, 2022 IPP does not contain information on how Claimant or his family is to be reimbursed. She acknowledged that the lack of information regarding reimbursement could be confusing to Advocate. CSS Todd is not aware of the reason for the delay in approving the IPP, and contended Claimant could have received reimbursement prior to approval if he submitted a receipt for payment for services and supports listed in the IPP.

### **Testimony of Arshalous Garlanian**

29. The testimony of Arshalous Garlanian, NLACRC's Community Services Director (CSD), established that regional centers were prohibited from funding consumers' social recreational activities until July 2021. When the law changed, regional centers, including NLACRC, did not have a mechanism in place to provide funding for social activities, and the Department of Developmental Services (Department) did not provide guidance to regional centers regarding reimbursement.

30. NLACRC developed a vendor process to reimburse consumers and their family members for the consumers' participation in social recreation activities. The vendorization process for providers is different than the process for parents and other family members in that providers must submit to, among other things, a verification and qualification process. Family members submit proof of payment and a completed vendor packet. The family member is then issued a vendor identification number that is specific to the consumer and used by the Service Agency for reimbursement throughout the duration of time the consumer receives services. Once NLACRC receives the completed vendor packet and proof of payment, reimbursement is submitted to the consumer within approximately 15 to 30 days. Claimant has not completed the vendor packet sent to Advocate on May 23, 2023.

31. According to CSD Garlanian, NLACRC does not use the W-9 form in the vendor packet to report income to the Social Security Administration or the Internal Revenue Service.

32. CSD Garlanian could not say whether a person with ID, such as Claimant, can understand the agreements and documents contained in the vendor packet. She stated she would defer to a Service Agency case manager's determination of whether a consumer's conservator or a person with power of attorney to act on a consumer's behalf should be included on the documents.

33. CSD Garlanian was not present at Claimant's IPP meeting and the IPP process is outside the scope of her duties and knowledge. She is unfamiliar with the tax code and whether Service Agency employs tax professionals to guide consumers and/or their guardians regarding any tax questions related to the vendor packet.

### **Testimony of Advocate**

34. Claimant appointed Advocate to be his authorized representative to assist with disputes with Service Agency. According to Advocate, Claimant has an IQ of between 70 and 72. Claimant has lived with Advocate for five years. He previously lived alone but is currently unable to afford to do so.

35. Claimant has not signed the vendor packet. Advocate asserts Claimant would not be able to understand the documents contained in the packet and would be confused and afraid to sign them. Advocate further asserted that he would never advise Claimant to sign the vendor packet documents due to his ID as they are contractual in nature. In addition, Claimant does not know how to exchange money, how much the bowling costs, or how to pay the weekly bowling fee.

36. Advocate noted the numerous emails he sent and received from NLACRC regarding reimbursement. He also noted that he was not told at the July 2022 IPP meeting that a vendor packet was required for reimbursement, and he first learned of the vendor packet two days before the fair hearing.

37. Advocate expressed frustration with what he described as NLACRC's lack of communication, noting Claimant has been without an SC from July 2022, until May 19, 2023, and that he would only receive a response to his inquiries if he elevated his concerns to a supervisor.

38. Advocate has provided all documents requested by NLACRC but has not yet been reimbursed.

39. Advocate maintained that his name should be on the vendor packet since he paid Bowlero. He explained that the receipt has Claimant's name on it because Claimant is the bowler. Claimant's bowling league begins on August 1, 2023.

40. Advocate contends that he has no knowledge of the tax codes and the impact of Claimant completing a W-9 form. Advocate expressed concern that reimbursement and/or tax documents in Claimant's name could adversely affect Claimant's eligibility for SSI and IHSS benefits.

## **LEGAL CONCLUSIONS**

1. Under the Lanterman Act (Welfare and Institutions Code section 4500 et. Seq.), an administrative "fair hearing" is available to determine the rights and obligations of the parties. (Welf. & Inst. Code, § 4710.5, subd. (a).) (All further statutory references are to the Welfare and Institutions Code unless otherwise indicated.)

Claimant requested a fair hearing to appeal the Service Agency's implied denial of funding/reimbursement of Claimant's social recreation activities related to bowling and for a determination of whether NLACRC failed to implement Claimant's IPP and fund Claimant's social recreation activities. Jurisdiction in this case was thus established. (Factual Findings 1 through 5.)

2. The standard of proof in this case is the preponderance of the evidence because no law or statute, including the Lanterman Act, requires otherwise. (See Evid. Code, § 115.) A consumer seeking to obtain funding for a new service or support has the burden to demonstrate that the funding should be provided, because the party asserting a claim or making changes generally has the burden of proof in administrative proceedings. (See, e.g., *Hughes v. Board of Architectural Examiners* (1998) 17 Cal.4th 763, 789, fn. 9.) In this case, Claimant bears the burden of proof regarding his request for reimbursement.

3. Under the Lanterman Act, the State of California accepts responsibility for persons with developmental disabilities. The Lanterman Act mandates that an "array of services and supports should be established . . . to meet the needs and choices of each person with developmental disabilities . . . and to support their integration into the mainstream life of the community." (Code, § 4501.) These services and supports are provided by the state's regional centers. (Code, § 4620, subd. (a).)

4. The services and supports to be provided for a consumer are determined by a team, including parents and regional center representatives, under the guidance of various sections of the Lanterman Act, some of which are discussed below.

5. Code section 4646, subdivision (a), states:

It is the intent of the Legislature to ensure that the individual program plan and provision of services and supports by the regional center system is centered on the individual and the family of the individual with developmental disabilities and takes into account the needs and preferences of the individual and the family, where appropriate, as well as promoting community integration, independent, productive, and normal lives, and stable and healthy environments. It is the further intent of the Legislature to ensure that the provision of services to consumers and their families be effective in meeting the goals stated in the individual program plan, reflect the preferences and choices of the consumer, and reflect the cost-effective use of public resources.

6. Code section 4512, subdivision (b), states in part:

The determination of which services and supports are necessary for each consumer shall be made through the individual program plan process. The determination shall be made on the basis of the needs and preferences of the consumer or, when appropriate, the consumer's family, and shall include consideration of a range of service options proposed by individual program plan participants, the effectiveness of each option in meeting the goals stated in the individual program plan, and the cost-effectiveness of each option.

7. Code section 4648, subdivision (a), states:

[¶] . . . [¶]

(3) A regional center may, pursuant to vendorization or a contract, purchase services or supports for a consumer from an individual or agency that the regional center and consumer or, if appropriate, the consumer's parents, legal guardian, or conservator, or authorized representatives, determines will best accomplish all or part of that consumer's program plan.

(A) Vendorization or contracting is the process for identification, selection, and utilization of service vendors or contractors, based on the qualifications and other requirements necessary in order to provide the service.

(B) A regional center may reimburse an individual or agency for services or supports provided to a regional center consumer if the individual or agency has a rate of payment for vendored or contracted services established by the department, pursuant to this division, and is providing services pursuant to an emergency vendorization or has completed the vendorization procedures or has entered into a contract with the regional center and continues to comply with the vendorization or contracting requirements. The director shall adopt regulations governing the vendorization process to be utilized by the department,

regional centers, vendors, and the individual or agency requesting vendorization.

[¶] . . . [¶]

8. CCR section 50604 requires providers to maintain service records to support billing/invoicing for each regional center consumer in their programs. This regulation also sets forth what information is required to be included in the service record for various types of supports and services.

## **Analysis**

9. It is undisputed that Claimant's IPP lists bowling as a social recreational activity that NLACRC has agreed to fund. NLACRC has also agreed to reimburse the \$918 cost incurred for Claimant's participation in a bowling league at Bowlero from September 2022 to June 2023. The dispute in this matter concerns who shall be reimbursed by NLACRC.

10. Claimant established that reimbursement should be made to Advocate for the following reasons. Advocate paid the fee for Claimant to participate in the NLACRC approved social recreation activity, and he submitted an invoice and a receipt proving the cost incurred. Advocate's testimony regarding why the receipt lists Claimant as the payor is persuasive. Service Agency's failure to timely provide Advocate with information regarding the reimbursement process resulted in delay and confusion.

11. The authority cited by NLACRC in its informal meeting letter and position statement and raised at the fair hearing in support of why reimbursement should be made to Claimant is unpersuasive and inapplicable. First, Code section 46448 and CCR

section 50604 govern the vendorization process for service providers, and the maintenance of service records by the providers. CCR section 50601 states that “[w]ords shall have their usual meaning unless the context or definition clearly indicates a different meaning.” “‘Service Provider’ means a person, program, or any other entity, or any other person connected therewith, vendored to provide services to regional center consumers.” (CCR, § 50602, subd. (o).) Claimant is not a service provider as that term is usually meant and as defined by the Department’s regulation. The context underlying Claimant’s request for reimbursement does not warrant assigning a different meaning to the term “service provider.”

12. It may be reasonable for Service Agency in many circumstances to require a consumer to complete a vendor packet in order to receive reimbursement for payment of service and supports, especially in the absence of guidance by the Department or any law establishing reimbursement procedures. It is, however, unreasonable in this case. Claimant suffers from ID and his IPP notes that he requires a “payee” for because of his deficits in the area of economic self-sufficiency. Specifically, he has difficulty managing his funds, paying his bills, and knowing how to budget his money. Thus, it is unreasonable for NLACRC to require Claimant to understand and complete the vendor packet, which contains a tax document, an agreement that lists various consequences if inaccurate information is provided, and references state and federal regulations. Similarly, given NLACRC’s knowledge that Claimant requires a payee, it is also unreasonable for NLACRC to mandate that any reimbursement check be made payable to Claimant.

13. Because NLACRC has not reimbursed Claimant for his participation in the bowling league from September 2022 to June 2023, NLACRC has failed to implement Claimant’s IPP to fund Claimant’s social recreation activities.



14. It must be noted that the manner in which NLACRC processed Advocate's requests for reimbursement is concerning. Specifically, the Service Agency, due to staff turnover, delayed providing information to Advocate regarding the reimbursement process. The reimbursement process and the need for vendorization should have been immediately conveyed to Advocate during the IPP meeting in July 2022, or in January 2023 when he contacted SC Soria about reimbursement. Instead, the Service Agency provided the requirements for reimbursement in a piecemeal fashion. However, there is no appropriate remedy on this evidence to this delayed and fractured approach.

15. Although Claimant's next IPP meeting is not scheduled until July 2023, Advocate can request an IPP meeting at any time to address the issues surrounding reimbursement and Claimant's transition to the SDP.

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## **ORDER**

1. Claimant's appeal of the Service Agency's decision to deny submitting reimbursement to Advocate for Claimant's social recreation activities is granted.
2. Service Agency shall forward a vendor packet to Advocate for completion within seven days of this Decision. Service Agency will thereafter process the reimbursement request within 28 days of the completed vendor packet.
3. If Claimant's authorized representative requests an IPP meeting, Service Agency shall conduct the meeting within 30 days of the request.

DATE:

CARMEN D. SNUGGS-SPRAGGINS  
Administrative Law Judge  
Office of Administrative Hearings

## **NOTICE**

This is the final administrative decision. Each party is bound by this decision. Either party may request a reconsideration pursuant to subdivision (b) of Welfare and Institutions Code section 4713 within 15 days of receiving the decision, or appeal the decision to a court of competent jurisdiction within 180 days of receiving the final decision.