

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

CLAIMANT,

v.

ALTA CALIFORNIA REGIONAL CENTER,

Service Agency.

OAH No. 2017010165

DECISION

The hearing in this matter was held before Joy Redmon, Administrative Law Judge, Office of Administrative Hearings, on February 15, 2017,¹ in Sacramento, California.

Brittnee Gillespie, attorney with Disability Rights California, represented Claimant.

Robin Black, Legal Services Manager, represented Alta California Regional Center (ACRC).

Oral and documentary evidence was received at the hearing. ACRC timely submitted its closing brief on Monday, March 6, 2017. Claimant timely submitted her reply brief on March 8, 2017. Thereafter, the record was closed and the matter was submitted for decision.

ISSUES

1 Did ACRC fail to provide legally compliant notice before terminating claimant's supported living services (SLS) through New Beginnings on September 30, 2016;

¹ The hearing in this matter was consolidated with OAH Case No. 2017010166. That case involved claims by claimant's daughter against ACRC. Despite a consolidated hearing, separate decisions are being issued.

2. Did ACRC fail to provide written notice in simple Chinese,² before terminating claimant's SLS with New Beginnings;
3. Did ACRC fail to provide claimant a copy of her IPP dated September 30, 2015, in simple Chinese;
4. Did ACRC fail to implement claimant's IPP dated September 30, 2015, by failing to provide SLS and the rental exception from October 1, 2016, through the time of hearing?

FACTUAL FINDINGS

1. Claimant is a non-conserved 63-year-old woman eligible for regional center services based on a diagnosis of mild mental retardation, commonly referred to as an intellectual disability. Claimant, and her adult twin children concurrently applied for and were deemed eligible for regional center services in 2013.

2. Claimant was born in China, lived in Vietnam for a period of time, returned to China, and immigrated to the United States in October 2012, with her adult son and daughter, following her husband's death in 2009. She speaks and understands Cantonese, Mandarin, and Vietnamese; both Cantonese and Mandarin are the main languages spoken in the home. She struggled with academics and attended school as a young child but did not progress beyond approximately the first grade level. Claimant does not speak English and does not read or write in any language.

3. When initially deemed eligible for ACRC services, claimant and her children were assigned an ACRC service coordinator, Brenda Nguyen, who was multi-lingual and able to orally communicate with claimant. Claimant's niece, Zoey Trinh (a.k.a. Zoey Zheng and Hong Trinh) was identified as ACRC's "contact person" on claimant's behalf; she helps her aunt complete paperwork. Ms. Trinh attended most of claimant's IPP meetings at ACRC.

² The parties in this matter specified that for the purpose of this hearing and decision, Mandarin and Cantonese refer to claimant's native spoken language and simple Chinese refers to written language. Simple Chinese utilizes written characters deemed simpler than the characters used in traditional Chinese.

In approximately July 2014, claimant's service coordinator changed from Ms. Nguyen to Kris Takeda-Miller. Ms. Takeda-Miller does not speak Cantonese or Mandarin.

SLS SERVICES INCLUDING THE RENTAL EXCEPTION

4. At the time claimant became an ACRC client, she shared a bedroom in her brother's home with her two adult children. Other extended family members lived there as well. Claimant and her extended family members began pursuing other living arrangements. By June 2013, claimant's health began to suffer. She was diagnosed with type-2 diabetes and suffered a stroke.

5. In June 2013, Ms. Nguyen suggested claimant's family apply for benefits through California's Cash Assistance Program for Immigrants (CAPI). CAPI is a state-funded program designed to provide monthly cash benefits to non-citizens who are elderly, blind, or disabled and ineligible for supplemental social security income and state supplementary payments solely due to their immigration status. Ms. Trinh attempted to apply for CAPI on behalf of claimant and her children, but was told they must first apply for and be denied social security benefits. According to Ms. Nguyen's Consumer I.D. (Interdisciplinary) notes, on August 2, 2013, Ms. Trinh informed Ms. Nguyen that she no longer intended to file for CAPI benefits. The reason given in the notes states that, ". . . she [Ms. Trinh] doesn't want the sponsor (her uncle), especially her uncle's co-sign partner who happens to be quite wealthy, to be responsible for them financially. Zoey [Ms. Trinh] doesn't feel that this is the right thing to do, so she dropped the application."

6. In early August 2013, Ms. Nguyen met with ACRC's internal Best Practices team to explore alternate living arrangements for claimant and her children. In late August, Ms. Trinh reported to Ms. Nguyen that claimant was having tantrums at home which were putting a strain on Ms. Trinh's mother. Alternate living arrangements were explored. In approximately November 2013, claimant and her children moved into an apartment on Lemon Hill Avenue in Sacramento with another sibling and her extended family. This arrangement quickly soured.

7. In March 2014, Ms. Nguyen began pursuing SLS for claimant and her

children.³ In approximately April 2014, claimant was deemed eligible for SLS. At that time Ms. Takeda-Miller became claimant's service coordinator because she manages an SLS caseload. Ms. Nguyen, Ms. Takeda-Miller, and her supervisor, Carol Wilhelm (client services manager), met that month and discussed the need for claimant and her children to obtain assistance moving into a new living situation.

8. Ultimately, Ms. Takeda-Miller successfully obtained New Beginnings as claimant's SLS vendor in approximately July 2014. New Beginnings submitted a request for a rental exception⁴ on claimant's behalf to help pay for her rent and living expenses.

³ Welfare and Institutions Code section 4689 sets forth the guiding principles for SLS. Generally, SLS consists of a broad range of services to adults with developmental disabilities who, through the Individual Program Plan (IPP) process, choose to live in homes they own or lease in the community. The range of services can include assisting in selecting and moving into a home; acquiring furnishings; choosing personal attendants or housemates; managing personal financial affairs; assisting with common daily living activities and emergencies; and assisting community involvement. Typically, a supported living service agency works with the individual to establish and maintain a safe, stable, and independent life in his or her own home.

⁴ Welfare and Institutions Code section 4689, subdivisions (h) and (i), prohibit regional centers from paying a consumer's rent, unless an exception can be found. The relevant subdivisions state:

(h) Rent, mortgage, and lease payments of a supported living home and household expenses shall be the responsibility of the consumer and any roommate who resides with the consumer.

(i) A regional center shall not make rent, mortgage, or lease payments on a supported living home, or pay for household

expenses of consumers receiving supported living services, except under the following circumstances:

(1) If all of the following conditions are met, a regional center may make rent, mortgage, or lease payments as follows:

(A) The regional center executive director verifies in writing that making the rent, mortgage, or lease payments or paying for household expenses is required to meet the specific care needs unique to the individual consumer as set forth in an addendum to the consumer's individual program plan, and is required when a consumer's demonstrated medical, behavioral, or psychiatric condition presents a health and safety risk to himself or herself, or another.

(B) During the time period that a regional center is making rent, mortgage, or lease payments, or paying for household expenses, the supported living services vendor shall assist the consumer in accessing all sources of generic and natural supports consistent with the needs of the consumer.

(C) The regional center shall not make rent, mortgage, or lease payments on a supported living home or pay for household expenses for more than six months, unless the regional center finds that it is necessary to meet the individual consumer's particular needs pursuant to the consumer's individual program plan. The regional center shall review a finding of necessity on a quarterly basis and the regional center executive director shall annually verify in

an addendum to the consumer's individual program plan that the requirements set forth in subparagraph (A) continue to be met.

California Code of Regulations (CCR), title 17, section 58611, subdivision (b), further limits a regional center's ability to make rent payments, stating:

The regional center shall not pay any costs incurred by a consumer receiving SLS in securing, occupying, or maintaining a home rented, leased, or owned by the consumer except when the executive director of the regional center has determined that:

(1) Payment of the cost would result in savings to the State with respect to the cost of meeting the consumer's overall services and supports needs;

(2) The costs cannot be paid by other means, including available natural or generic supports; and

(3) The costs are limited to:

(A) Rental or utility security deposits;

(B) Rental or lease payments;

(C) Household utility costs;

(D) Moving fees; and

ACRC's director approved the rental exception for claimant and her children. Claimant's IPP dated October 24, 2014, specifies that ACRC was funding claimant's rent, utilities, and food through New Beginnings. In addition to the rental exception, claimant's other SLS included verbal reminders for bathing, menu planning, shopping, cooking, nutrition education, household chores, coordinating a monthly schedule and calendar, money management, paying bills, banking, making and going to appointments with doctors, assistance with medication management. Claimant signed the IPP. Claimant did not work and had received no other income.

9. New Beginnings continued providing SLS services to claimant; however, the progress notes reveal that claimant was non-compliant with requests from New Beginnings' staff. It was reported that claimant was verbally abusive, threw items at staff, and spit at staff. She prepared food on the carpet, such as cutting pumpkin, and refused to clean up the mess. Additionally, New Beginnings staff encouraged claimant to maintain a diet that helped manage her diabetes. Claimant was non-compliant and often ate food that resulted in bowel accidents in the bathroom that claimant refused to clean. New Beginnings staff helped claimant manage her medication and check her blood sugar levels, but she was resistant and often experienced high blood sugar levels.

10. Despite the forgoing challenges, New Beginnings agreed to continue working with claimant. Her IPP dated September 30, 2015, specified that through October 2016, claimant's rental exception, paid by New Beginnings as the vendor with funds from ACRC, was budgeted at \$356.55 per month for rent and \$131 per month for personal and incidental items.⁵ The IPP provided for the similar SLS as in the prior IPP. Claimant signed the IPP. The IPP was not translated into simple Chinese at that time; however, upon request

(E) Non-adaptive and/or non-assistive household furnishings, appliances, and home maintenance or repair costs.

⁵ At some point, claimant's son transitioned from SLS to ILS. He was employed and earned an income. His rental exception terminated.

in 2016, a translated copy was provided. Claimant did not work and received no other income.

11. Claimant's behaviors did not improve. In a letter dated August 1, 2016, New Beginnings sent claimant and ACRC a letter in English notifying her that services through New Beginnings would terminate in 60 days. The reason given was claimant's disruptive behavior toward New Beginnings' staff.

12. Throughout August and September 2016, claimant's health again declined. She was hospitalized for hypoglycemia. Ms. Takeda-Miller's Consumer I.D. notes document the declining health and ongoing communication she had with representatives from New Beginnings regarding claimant's escalating disruptive behaviors.

13. The proverbial clock was ticking on New Beginnings' SLS to claimant, including the rental exception. The first mention of any action taken by ACRC to consider the impact of the change as far as claimant's rent and living expenses occurred on September 26, 2016, 56 days into the 60-day notice of termination. Ms. Takeda-Miller noted in the file a call she received from claimant's apartment manager inquiring about the rental status upon learning New Beginnings terminated services to claimant. Two days later, on September 28, 2016, Ms. Takeda-Miller contacted Ms. Trinh to inquire about the family funding claimant's rent and utilities beginning October 1, 2016. Ms. Trinh explained the family could not afford to pay claimant's rent. Ms. Takeda-Miller informed Ms. Trinh that it could take time to find a replacement vendor because most SLS providers have waiting lists. Services, including the rental exception, terminated on September 30, 2016.

14. A meeting was scheduled by ACRC with claimant's family for October 14, 2016. Claimant's family cancelled the meeting because her uncle was ill. On October 24, 2016, Ms. Trinh requested a Notice of Proposed Action⁶ be issued regarding claimant's

⁶ A NOPA refers to a notice of proposed action or "adequate notice." A regional center is required to send "adequate notice" to a consumer and his or her authorized representative, if any, when it makes a decision "to reduce, terminate, or change services set forth in an individual program plan." (Welf. & Inst. Code, § 4710, subd. (a).) The term "adequate notice" is defined in section 4701 to mean a written notice informing the

rental exception. ACRC declined to send a Notice of Proposed Action asserting that it was looking for a new SLS vendor. Regarding the rental exception specifically, ACRC's position was that it expired and could not be renewed at that time because there was no vendor to request a new rental exception. At this point, claimant's rent and incidentals were not being paid. She was without a vehicle through which to request a new rental exception because she had no current SLS provider, and received no NOPA explaining the right to file a request for hearing.

15. On November 8, 2016, ACRC received a release of information from Disability Rights California. On November 9, 2016, Ms. Gillespie attended an IPP team meeting for claimant. The IPP dated that day authorized continued SLS but did not include a rental exception.

16. Following that meeting is the first Customer I.D. note regarding action to obtain a replacement vendor for New Beginnings for claimant. Ms. Takeda-Miller submitted an intake packet to Lighthouse SLS that day. That action was more than three months after ACRC received the 60-day notice and more than a month after claimant's SLS terminated. At hearing she testified that she may have made additional inquiries with other potential replacement vendors. She could provide no specific examples regarding steps she took or inquiries she made. Claimant's Consumer I.D. notes contain numerous entries from August through November 2016; however, there is no mention of any inquiries with potential replacement vendors. The weight of the evidence established that no confirmed steps were taken by ACRC to secure a replacement SLS vendor on claimant's behalf until November 2016, after New Beginnings terminated services.

consumer of certain information specified in the statute, including, but not limited to, the action the regional center proposes to take, the reasons for the action, the effective date of the action, and the specific law, regulation or policy supporting the action. (Welf. & Inst. Code, § 4701, subs. (a)-(d).) Adequate notice of a regional center's proposed decision or action is an essential element of the right to a fair hearing because it informs the consumer of the reasons for the decision or action, thereby permitting the consumer to present evidence at a fair hearing that contests the decision or action.

17. On December 22, 2016, Ms. Gillespie sent an email to ACRC staff requesting a purchase of services be processed for Lighthouse. The purchase of services for claimant to transition to Lighthouse SLS was processed and submitted on January 6, 2017. It is unknown when or if Lighthouse SLS has begun providing services or submitted a request for a rental exception.

18. Claimant did not receive any funding for rent and personal incidentals following New Beginnings' termination of services. Ms. Trinh and her sister filled this vacuum and paid claimant's rent and living expenses. According to Ms. Trinh, this has been an extreme financial hardship for her family.

LEGAL CONCLUSIONS

1. The Lanterman Developmental Disabilities Services Act (Lanterman Act) governs this case. (Welf. & Inst. Code, § 4500 et seq.) An administrative "fair hearing" determining the parties' rights and obligations, if any, is available under the Lanterman Act. (Welf. & Inst. Code, §§ 4710-4716.) The standard of proof in this case is preponderance of the evidence because no statute or regulation (including the Lanterman Act) requires otherwise. (Evid. Code, § 115.) This case presents procedural questions regarding the appropriateness of documents and notices sent or not sent, and whether the sent documents were required to be translated into simple Chinese. Additionally, claimant asserts that ACRC failed to implement her last agreed upon IPP regarding SLS and the rental exception following New Beginnings' termination. Claimant is asserting the right to reimbursement for these alleged violations; therefore, she bears the burden of proof in this administrative hearing as to the requested remedy. (See, e.g., *Hughes v. Board of Architectural Examiners* (1998) 17 Cal.4th 763, 789, fn. 9.)

2. In enacting the Lanterman Act, the Legislature accepted its responsibility to provide for the needs of developmentally disabled individuals, and recognized that services and supports should be established to meet the needs and choices of each person with developmental disabilities. (Welf. & Inst. Code, § 4501.)

3. The Lanterman Act gives regional centers, such as ACRC, a critical role in coordinating and delivering services and supports for persons with disabilities. (Welf. & Inst. Code, § 4620 et seq.) Thus, regional centers are responsible for developing and

implementing IPP's, for taking into account consumer needs and preferences, and for ensuring service cost-effectiveness. (Welf. & Inst. Code, §§ 4646, 4646.5, 4647 & 4648.)

4. Welfare and Institutions Code section 4512, subdivision (b), defines the services and supports that may be funded, and sets forth the process through which they are identified, namely, the IPP process, a collaborative process involving consumers and service agency representatives. The statute defines services and supports for persons with developmental disabilities as "specialized services and supports or special adaptations of generic services and supports directed toward the alleviation of a developmental disability or toward the social, personal, physical, or economic habilitation or rehabilitation of an individual with a developmental disability, or toward the achievement and maintenance of independent, productive, normal lives." Welfare and Institutions Code section 4646.4, subdivision (a), requires regional centers to establish an internal process to systematically review the services and supports consumers receive to ensure that generic services and supports are used whenever appropriate.

ISSUES NO. 1 AND 2, NOTICE BEFORE TERMINATING SLS BY NEW BEGINNINGS AND WRITTEN NOTICE IN SIMPLE CHINESE

5. Welfare and Institutions Code section 4710 subdivision (a) states that, "[a]dequate notice shall be sent to the applicant or recipient and the authorized representative, if any, by certified mail at least 30 days prior to any of the following actions: (1) The agency makes a decision without the mutual consent of the service recipient or authorized representative to reduce, terminate, or change services set forth in an individual program plan." Welfare and Institutions Code section 4701 specifies what must be contained in the notice to be deemed adequate.

6. Claimant asserts that ACRC was required to provide notice pursuant to Welfare and Institutions Code section 4710 that included the requirements specified in section 4701 before New Beginnings terminated SLS. Additionally, she asserts that if notice was required it needed to be provided in simple Chinese. ACRC asserts that the specific requirements set forth in 4701 do not apply in this instance because the obligation to give such notice under section 4710 was not triggered. In this case, New Beginnings sent a 60-day notice of termination of SLS to claimant, not ACRC. No statute or regulation

mandates the components of a notice when a vendor terminates services. In this case, ACRC was not required to send notice that complied with Welfare and Institutions Code section 4701 because it never intended to terminate claimant's SLS. As no notice was required, the question of providing such notice in simple Chinese is moot.

ISSUE NO. 3, SEPTEMBER 30, 2015, IPP IN SIMPLE CHINESE

7. Welfare and Institutions Code section 4646 subdivision (h)(1), requires a regional center to communicate in the consumer's native language, or, when appropriate, the native language of his or her family, legal guardian, conservator, or authorized representative, during the planning process for the individual program plan, including during the program plan meeting, and including providing alternative communication services. It further specifies that a regional center shall provide alternative communication services, including providing a copy of the individual program plan in the native language of the consumer or his or her family, legal guardian, conservator, or authorized representative, or both. The native language of the consumer or his or her family, legal guardian, conservator, or authorized representative, or both, shall be documented in the individual program plan.

8. Claimant asserts that despite her niece's willingness to interpret and summarize relevant portions of IPP team meetings, she was entitled to receive a copy of IPP's in simple Chinese. ACRC asserts that section 4646 requires only that the regional center *communicate* with claimant and her family and does not specify that documents needed to be translated into simple Chinese to satisfy this requirement. Additionally, ACRC asserts that it did begin providing translated documents immediately after Ms. Gillespie made the request in November 2016, and that it was not obligated to do so until the request was made. These arguments are unpersuasive.

9. Although the first section of 4646 subdivision (h) emphasizes communication, the next section specifies that a regional center *shall* provide alternative communication services, including providing copies of IPP documents in the consumer's or *her family's* native language. Claimant's IPPs specify that her native language is Cantonese and Mandarin. While she does not read simple Chinese, the evidence established that members of her family do read simple Chinese. The importance of their

ability to assist claimant in her interactions with ACRC is essential given her developmental level, health and behavioral needs, and inability to communicate in English. Section 4646 subdivision (h)(1)-(3) places no requirement on a claimant to affirmatively make a request for translated documents in order to trigger a regional center's obligation to provide translated documents. ACRC was required to provide a translated copy of claimant's September 30, 2015, IPP following the meeting and did not. However, ACRC did provide a copy in 2016 following Ms. Gillespie's request. Claimant did not establish she suffered any harm by this late translation.

ISSUE NO. 4, FAILURE TO IMPLEMENT SLS AND RENTAL EXCEPTION

10. Claimant asserted that ACRC failed to implement her SLS and the rental exception from the time New Beginnings terminated services on September 30, 2016, through the time of hearing. ACRC asserts that it has never intended to terminate claimant's SLS. The rental exception was set to expire by its own terms. Without a new vendor in place, ACRC's hands were tied as it had no mechanism through which to approve a rental exception. ACRC further asserts that any delay is attributable to claimant and her family as they canceled the meeting scheduled in October 2016. ACRC's position is unpersuasive.

11. Ms. Takeda-Miller knew that SLS providers in the area had waiting lists as she told Ms. Trinh that in their discussion two days before New Beginnings was set to terminate services. She did not send Lighthouse SLS an application as New Beginnings' replacement until November 9, 2016, more than three months after receiving the 60-day notice. Furthermore, the purchase order was not sent until January 6, 2017, five months after receiving New Beginnings' 60-day termination notice. Presumably the purpose of that notice is to give time to secure a replacement so as to avoid exactly what happened in this instance, a client without any services for a period of time. It is even more egregious in this case when one considers that the SLS included providing needed medical support and claimant's basic needs such as rent, utilities, and food.

12. Welfare and Institutions Code section 4648 mandates the activities regional centers must do to achieve the stated objectives of a consumer's individual program plan. Section 4648 subdivision (a) specifies that one of those activities is, "[s]ecuring needed

services and supports.” The law mandates “securing” needed services, not attempting to secure. While it is understandable that a change in vendors may require transition time, the transition in this case was impermissibly long. The evidence established that ACRC and not claimant was primarily responsible for the delay. The evidence established that ACRC failed to implement claimant’s IPP regarding SLS from October 1, 2016, through January 6, 2017, when it submitted the purchase order for Lighthouse SLS. While the rental exception was set to expire by its own terms, ACRC’s delay caused claimant harm in that she was left without a vendor through which to request another rental exception.⁷ The remedy for this violation will be addressed below.

REMEDIES

13. The Lanterman Act does not specifically authorize retroactive reimbursement. The statutes detailing the IPP process suggest that reimbursement is generally not available, particularly where the development of the IPP is supposed to be a collaborative process between the parties. As discussed above, the process necessarily requires prior consideration and approval of any support or service provided to an individual client and thus suggests reimbursement is not typically available. In addition, California Code of Regulations, title 17, section 50612, specifically limits retroactive authorization of services.

14. Yet, the lack of specific statutory or regulatory authorization is not necessarily dispositive of the issue. If the Lanterman Act is to be applied as the legislature intended, reimbursement may be available in particular cases where equity requires it. For example, section 4706, subdivision (a), includes broad language empowering the hearing officer to resolve “all issues concerning the rights of persons with developmental disabilities to receive services under [the Act]” In addition, the primary goal identified in the Lanterman Act is to enable clients with developmental disabilities to approximate the pattern of everyday living enjoyed by non-disabled

⁷ No finding is made in this decision regarding whether or not claimant qualifies for or is entitled to a rental exception moving forward.

people of the same age and to lead more independent and productive lives in the community. (*Association for Retarded Citizens v. Dept. of Developmental Services* (1985) 38 Cal.3d 384, 388.) Based on the general principles articulated in the *Association for Retarded Citizens* case, some fair hearing cases previously decided by the Office of Administrative Hearings (OAH) have ordered reimbursement when the principles of equity apply, or when, if not granted, the purposes of the Lanterman Act would be thwarted. (See, e.g., *Tara R. v. Harbor Regional Center* (2000) OAH No. 2000110355; *H.G. v. Harbor Regional Center* (2002) OAH No. 2002090357.)⁸

15. Claimant requested several remedies for the alleged violations. Specifically, claimant submitted a declaration from her cousin My Tham stating that she had her sister, Ms. Trinh, have spent \$3,151.96 on claimant and her daughter for, utilities, and incidentals including groceries. Claimant seeks reimbursement for transportation for trips provided by her nieces. Claimant further seeks an order requiring a Mandarin interpreter during all verbal communications with ACRC staff, including for IPP team meetings. Finally, claimant seeks an order requiring all written communication from ACRC be provided in simple Chinese including IPP's, emails, letters, flyers, invitations, notices and notices of proposed action. The requests will be discussed separately.

16. Regarding reimbursement, claimant seeks funds beyond the amount specified in her last agreed-upon and implemented IPP. There was insufficient evidence provided that such expenditures were necessary or reasonable. In considering the specific violations found, and balancing the equities, ACRC will be ordered to reimburse claimant in the amount specified in her September 2015 IPP from the time New Beginnings ceased paying the rental exception on October 1, 2016, through January 2017, when ACRC processed the purchase for services for Lighthouse SLS. The total reimbursement ordered is \$1,950.20 (\$356.55 x 4 [rent] + \$131 x 4 [personal incidentals]). Claimant and her family will determine how the reimbursement is to be allocated among them.

17. ACRC already provided a copy of claimant's October 2015 IPP in simple Chinese so no further order is necessary in that regard. ACRC agreed at hearing and in its

⁸ OAH decisions are not binding but are instructive.

closing brief to provide all future assessments, IPP's, notices, and Addendums to claimant in simple Chinese. Additionally, a Mandarin interpreter will also be required for claimant's IPP team meetings. Those requirements will be memorialized in an Addendum to claimant's most recent IPP.

ORDER

1. Within 20 days of the date of this decision, ACRC shall reimburse claimant \$1,950.20 for the rental exception and personal incidentals for October, November, and December 2016, and January 2017, consistent with the amount specified in claimant's operative IPP at the time New Beginnings sent its 60-day notice of termination.

2. Within 20 days of the date of this decision, ACRC shall provide claimant an IPP Addendum that includes a requirement for a Mandarin interpreter for IPP team meetings and that moving forward, ACRC will translate assessments, IPP's, notices, and Addendums to claimant in simple Chinese.

3. Claimant's other requests for relief have been considered, and are denied.

Dated: March 17, 2017

JOY REDMON
Administrative Law Judge
Office of Administrative Hearings

NOTICE

This is the final administrative decision in this matter. Each party is bound by this decision. An appeal from the decision must be made to a court of competent jurisdiction within 90 days of receipt of the decision. (Welf. & Inst. Code, § 4712.5, subd. (a).)