

BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA

In the Matter of:

CLAIMANT,

Claimant,

vs.

HARBOR REGIONAL CENTER,

Service Agency.

OAH Case No. 2017080281

DECISION

This matter came on regularly for hearing before Samuel D. Reyes, Administrative Law Judge, Office of Administrative Hearings, on December 19, 2017, in Torrance, California.

Aaron Abramowitz, Attorney at Law, represented Harbor Regional Center (Regional Center or Service Agency).

Claimant's Mother (Mother)<sup>1</sup> represented Claimant.

Oral and documentary evidence was received at the hearing and the matter was submitted for decision.

ISSUES

Should Regional Center fund and/or reimburse the cost of the services provided by Exceptional Minds from September 2014 through the present?

Should Regional Center fund and/or reimburse the cost of the services provided by Megan Aclan, Ph.D. (Aclan)?

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<sup>1</sup> Names have been withheld to protect Claimant's and her family's privacy.

## FACTUAL FINDINGS

1. Claimant is a 21-year-old Service Agency consumer with a qualifying diagnosis of autism. She resides with her parents and her younger brother.

2. a. In 2011, Corinne Hickson, Ph.D. (Hickson), conducted a psychological evaluation of Claimant at her parents' request. Dr. Hickson issued a report dated June 9, 2011, in which she diagnosed Claimant with "High Functioning Autistic Disorder."

b. Claimant's cognitive ability was measured in the low average range. Claimant's ability to process simple or routine visual material without making errors was measured in the average range when compared to her peers. However, Claimant's ability to sustain attention, concentrate, and exert mental control was extremely low, only performing better than .3 percent of her same age peers in the administered normed working memory test. Visual processing, or the ability to make sense and interpret what the eyes see, as measured by multiple tests, presented both strengths and weaknesses for Claimant, depending on whether sustained attention or short-term memory was required. Claimant's performance was superior in her ability to perceive a form visually, even if hidden in the background (99th percentile), and in her ability to discern spatial relationships between shapes (91st percentile). On the other hand, Claimant's visual processing was extremely low if she had to discriminate between forms (2nd percentile), if she had to recall the characteristics of a given form (1st percentile), and if she had to complete a form (9th percentile). In Dr. Hickson's opinion, Claimant is inclined to slow down and be mentally skillful in order to accurately, and visually, process her environment.

c. As determined by Dr. Hickson, Claimant presents with a range of behavioral symptoms, which include short attention span, impulsivity, restlessness, and a low frustration tolerance. These behaviors impact her ability to function. Claimant is also prone to anxiety and depression.

d. Dr. Hickson made multiple, detailed recommendations for further evaluation, treatment and accommodation of Claimant's difficulties with attention, processing, and social-emotional affect. For example, because of her auditory limitations, verbal instructions may need to be limited to one or two actions per sentence and

directions may need to be paraphrased and rephrased. When learning new information, Claimant should be encouraged to form visual representations of the material.

3. a. Claimant sought Regional Center eligibility in 2014, and was evaluated by Stacey Cohen-Maitre, Ph.D. (Cohen-Maitre). Dr. Cohen-Maitre concurred in the diagnosis of Autism Spectrum Disorder.

b. Results of testing administered by Dr. Cohen-Maitre were consistent with those obtained by Dr. Hickson. Thus, Claimant scored in the 10th percentile, or in the low average range, in the Perceptual Reasoning Index, a measure of perceptive and fluid reasoning, spatial processing, and visual-motor integration. She scored in the 9th percentile, or in the low average range, in an auditory working memory measure, the Working Memory Index.

c. Adaptive skills functioning were significantly impaired. As measured through the Adaptive Behavior Assessment System, Second Edition, with Claimant's mother as the reporter, the composite score regarding Claimant's communication, daily and school living, functional academic, and socialization skills was in the impaired range, or lower than the 1st percentile.

d. Dr. Cohen-Maitre made several recommendations, including continued psychological counseling, participation in a social skills group, and behavior intervention/consultation.

4. At the first Individual Program Plan (IPP) meeting after being found eligible, on July 24, 2014, Claimant's mother asked for funding of the Exceptional Minds, a vocational training program. By letter dated August 4, 2014, Service Agency denied the request, stating: "[Regional Center] does not fund for post-secondary education (college, trade school, private schools etc.) If [Claimant] were to attend school and reside on or off campus, [Regional Center] can provide the necessary supports to assist [Claimant] in her independent living skills (supportive living services)." (Exh. 3, at p. 1.)

5. Exceptional Minds is a non-profit organization that focuses on providing training in the graphic arts, teaching program participants visual effects and animation, film editing, and other related tasks associated with movies and other entertainment programs. It offers a three-year program. It offers placement services, and at the time of

the hearing, it had a 64 percent placement rate. Participants are typically individuals on the autism spectrum, and instruction and other services are based on Applied Behavior Analysis (ABA) principles. Class size is limited to ten participants, and the teacher-student ratio is five to one. While part of the program involves lectures, most of it involves hands-on work. Instruction and other services are provided based on an analysis of each individual's needs and abilities. Each participant has an individualized career plan.

6. Exceptional Minds is not presently vendored by any regional center, and its Program Manager, Benjamin Maixner (Maixner), expressed reservations about becoming vendored. The organization is worried that bureaucratic processes may stymie innovation and delay implementation of programs needed to keep up with developments in the entertainment industry, the main source of placement for its graduates. Also of concern are the rates paid by regional centers, delays in making payment, and the requirement that the number of regional center clients receiving services does not exceed 70 percent. Exceptional Minds utilizes software and other tools in its program, many of which have royalty and other fixed costs, and the rates approved by the Department of Developmental Services (Department) may not be enough to cover the costs of providing services. Also, it may be difficult to maintain fewer than 70 percent regional center clients in the program if participants become eligible while in the program or if other unforeseen changes occur.

7. Claimant's most recent IPP resulted from a meeting on August 12, 2016. The IPP contained several goals, or desired outcomes, including in a category designated "School/Program/Employer," for her to obtain a job in the field of her interest. Claimant had just graduated from high school and was looking at post-graduation options. At the meeting, Claimant expressed an interest in pursuing a career in graphic arts design, and reported that she had been accepted at Exceptional Minds. Claimant had visited another program, College to Career, which was not a good fit. The service coordinator agreed to obtain information about Exceptional Minds and to discuss potential Regional Center funding with her manager.

8. Claimant's mother explained at the hearing that neither of the two options offered by Service Agency, College to Career or the College Inclusion Program, were

appropriate for Claimant. These programs took place in large classes with neurotypical peers, and class size and interaction with neurotypical peers have presented problems for Claimant in the past. Instruction was primarily provided through lectures and other oral communications, and verbal instruction is not Claimant's strongest method of learning. The programs did not offer vocational training in the areas in which Claimant was more comfortable or competent. This testimony was not contradicted and is persuasive.

9. On October 5, 2016, Service Agency denied Claimant's request for funding of Exceptional Minds. Service Agency concluded that it could not fund post-secondary educational services and that it could not fund services provided by non-vendored providers. It urged Claimant to consider less costly alternatives for college, such as community colleges that offer vocational education.

10. Claimant started participating in Exceptional Minds on a regular basis, albeit part-time basis, in September 2014. She has been attending on a full-time basis since September 2016, and is expected to complete the program in 2019. In September 2016, she was placed in what was called a "bridge" program to build her functional skills. Exceptional Minds staff has been working with Claimant, utilizing ABA principles, to reduce her inflexibility, to increase her socialization, and to increase her motivation. Claimant has also received support regarding proper management of her computer. Maixner testified that Claimant has benefited from the interventions and that she has made the most progress in social skills, improving her ability to initiate contact and to read social cues. Exceptional Minds has placed Claimant in an entertainment industry part-time job.

11. Claimant's mother sought assistance for Service Agency to provide behavior support to Claimant. Service Agency offered a behavioral assessment for Claimant. Claimant's mother declined the offer because Service Agency providers would not be able to observe Claimant or provide assistance at Exceptional Minds.

12. Claimant's family procured the services of Dr. Aclan to provide behavioral support to Claimant. Dr. Aclan started working with Claimant in April 2017, and meets with her for one-hour sessions two to four times per week. Dr. Aclan's office is close to the Exceptional Minds campus, and she had met with or observed Claimant there three or four times. Claimant's greatest challenges are planning and problem solving, and Dr. Aclan has

been using ABA principles to help Claimant improve her skills. For example, Dr. Aclan has been helping Claimant prepare and maintain a calendar to accurately account for and plan Claimant's activities. Dr. Aclan has also noticed that Claimant is more social and is better able to present herself in different settings.

13. Claimant's family has health insurance coverage, but the family has not sought reimbursement from the health insurance carrier or presented evidence that payment for ABA benefits had been denied.

14. Claimant's mother testified about the great benefits Claimant has received as a result of her participation in Exceptional Minds. Although intelligent, Claimant has struggled with language since age three. Claimant tends to view the world in images, and her attention drifts when faced with words. Exceptional Minds, with its focus on the digital arts, is ideally suited for her. Since attending Exceptional Minds Claimant has become more independent, social, and motivated.

15. The fees for the program are as follows. Full-time students pay \$300 per day, or \$27,000 per year. Part-time students pay \$220 per day. Exceptional Minds engages in fundraising and is able to refund some of the costs, typically \$7,000 to \$8,000 per year.

16. Because of her initial part-time attendance, Claimant did not pay the full cost of the program prior to September 2016. She paid \$22,710 from September 19, 2014, through September 22, 2017. Claimant also received a refund of fees paid in the amount of \$12,850. Neither the reason for the refund nor whether it would be available in the future was established at the hearing. The sum that remains at issue is \$9,860.

17. Claimant's family has paid \$3,320 to Dr. Aclan. This total includes 24 sessions at the rate of \$115, a telephonic session at the rate of \$100, a school observation at the rate of \$172.50, and an observation and meeting at the rate of \$287.50.

18. Claimant filed the Fair Hearing Request on August 7, 2017. Claimant's mother seeks reimbursement of payments made to Exceptional Minds and to Dr. Aclan. She testified that the services are critical to Claimant's well-being and that she did not file an earlier Fair Hearing Request due to lack of information about the process, trust in Regional Center's representations that certain services were not funded, and preoccupation with other personal issues, including the loss of a sister and her own

medical issues.

## LEGAL CONCLUSIONS

1. In enacting the Lanterman Developmental Disabilities Services Act, Welfare and Institutions Code<sup>2</sup> section 4500 et seq., 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. (§ 4501.)

2. 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 regional service agency representatives. The statute defines services and supports for persons with developmental disabilities as "[s]pecialized 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. 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 plan participants, the effectiveness of each option in meeting the goals in the individual program plan, and the cost-effectiveness of each option. . . ." (*Id.*) Services and supports can include training, education, community integration services, community support, daily living skills training, behavior training and behavior modification programs, social skills training, and supported living arrangements. (*Id.*)

3. The Lanterman Act gives regional centers, such as Service Agency, a critical

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<sup>2</sup> All further references are to the Welfare and Institutions Code.

role in the coordination and delivery of services and supports for persons with disabilities. (§ 4620 et seq.) Thus, regional centers are responsible for developing and implementing IPPs, for taking into account consumer needs and preferences, and for ensuring service cost-effectiveness. (§§ 4646, 4646.5, 4647, and 4648.)

4. With respect to regional centers' obligation to purchase services, section 4648 provides, in part:

"In order to achieve the stated objectives of a consumer's individual program plan, the regional center shall conduct activities, including, but not limited to, all of the following:

"(a) Securing needed services and supports.

"(1) It is the intent of the Legislature that services and supports assist individuals with developmental disabilities in achieving the greatest self-sufficiency possible and in exercising personal choices. . . . [¶]

"(3) A regional center may, pursuant to vendorization or a contract, purchase services or supports for a consumer from any individual or agency that the regional center and consumer or, when appropriate, his or her parents, legal guardian, or conservator, or authorized representatives, determines will best accomplish all or any 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.



“(C) Regulations shall include, but not be limited to: the vendor application process, and the basis for accepting or denying an application; the qualification and requirements for each category of services that may be provided to a regional center consumer through a vendor; requirements for emergency vendorization; procedures for termination of vendorization; and the procedure for an individual or an agency to appeal any vendorization decision made by the department or regional center. [¶] . . . [¶]

“(4) Notwithstanding subparagraph (B) of paragraph (3), a regional center may contract or issue a voucher for services and supports provided to a consumer or family at a cost not to exceed the maximum rate of payment for that service or support established by the department. If a rate has not been established by the department, the regional center may, for an interim period, contract for a specified service or support with, and establish a rate of payment for, any provider of the service or support necessary to implement a consumer’s individual program plan. Contracts may be negotiated for a period of up to three years, with annual review and subject to the availability of funds.

5. Section 4648.1, subdivision (a), provides that “The State Department of Developmental Services and regional centers may monitor services and supports purchased for regional center consumers with or without prior notice. . . . The department may conduct fiscal reviews and audits of the service providers’ records.” The statute requires cooperation by service providers with fiscal reviews or audits (§4648.1, subd. (b)), and permits the termination of payments for services or termination of a contract or authorization for the purchase of consumer services if it is determined that a provider has not complied with provisions of the contract or authorization with the regional center or with applicable state laws and regulations (§4648.1, subd. (d)).

6. Section 4651 states: (a) It is the intent of the Legislature that regional centers shall find innovative and economical methods of achieving the objectives contained in individual program plans of persons with developmental disabilities. [¶] (b) The [D]epartment shall encourage and assist regional centers to use innovative programs, techniques, and staffing arrangements to carry out their responsibilities.

7. Consistent with the Legislative mandate, the Department developed regulations to govern vendorization, which regulations are found in California Code of

Regulations (CCR), title 17, section 54300 et seq.

8. There is no dispute that the services provided by Dr. Aclan are appropriate or that they meet Claimant's IPP-identified needs. However, Service Agency argues that payment for the services should first be obtained from a generic resource, such as a Claimant's health insurance carrier. Section 4659, subdivision (c), provides, in part, that "Effective July 1, 2009, notwithstanding any other law or regulation, regional centers shall not purchase any service that would otherwise be available from Medi-Cal, Medicare, the Civilian Health and Medical Program for Uniform Services, In-Home Support Services, California Children's Services, private insurance, or a health care service plan when a consumer or a family meets the criteria of this coverage but chooses not to pursue that coverage. . . ." As set forth in factual finding 13, Claimant's family has not sought reimbursement from the insurance carrier or presented evidence that payment for ABA services have been denied. In addition, as set forth in factual finding number 11, Claimant's family rejected behavioral services offered by Regional Service without fully exploring whether this service would meet Claimant's needs. Accordingly, Service Agency need not fund the services provided by Dr. Aclan.

9. There is also no dispute that Exceptional Minds meets Claimant's individual goals and needs identified in the IPP. While Service Agency raised the cost of the program as a problem in its October 5, 2011 denial letter, the issue is one of cost-effectiveness. Claimant presents a set of challenges which Exceptional Minds is uniquely suited to address. Not only is the Exceptional Minds program rooted in the therapeutic model designed to meet the needs of autistic individuals, but its graphic arts focus is a strong match for Claimant's visual processing strengths. In light of the strengths of the program and the lack of viable alternatives, Exceptional Minds is a cost-effective service to meet Claimant's needs.

10. Service Agency maintains that it cannot reimburse the costs already incurred for, or pay for future funding of, the services provided by Exceptional Minds or by Dr. Aclan because neither is vendored to provide the services at issue. Service Agency argues that the requirement in section 4648, subdivision (a), for regional centers to purchase services and supports "pursuant to vendorization or a contract" must be read to mean that

the “contract” in question must be one with a vendor. It argues that the Lanterman Act empowers consumers, but also requires that they receive effective services of acceptable quality. Consumer protection and empowerment require the legislative and regulatory protections inherent in vendorization and require a construction of section 4648 that is consistent with such protections. The legislative directive for regulation and the enactment of comprehensive regulations governing vendorization, both of which are lacking with respect to contracts with non-vendors, further reinforce its statutory construction. Service Agency also relies on regulations enacted by the Department that limit the definition of “service provider” to “a person, program, or any other entity, or any other person connected therewith, vendored to provide services to regional center consumers. . . .” (CCR, tit. 17, § 50602, sub. (o).)

Claimant counters that the statute must be given its plain meaning and that “vendorization or contract” means regional centers must have the option of providing services pursuant to vendorization and pursuant to contracts with service providers whether vendored or not. She argues that such plain language construction is consistent with the Legislative mandate for regional centers to find innovative ways to discharge their obligations under the Lanterman Act.

11. Principles of statutory construction are useful in analyzing the language of the provision in dispute. Thus, statutes must be interpreted in such a manner as to ascertain and effectuate the legislative intent. (*Hughes v. Board of Architectural Examiners* (1998) 17 Cal.4th 763, 775; *California Teachers Assn. v. Governing Bd. of Rialto Unified School District* (1997) 14 Cal.4th 627, 632; *People v. Hull* (1991) 1 Cal.4th 266, 271; *Steketee v. Lintz, Williams & Rothberg* (1985) 38 Cal.3d 46, 51-52.) The first step in determining legislative intent is to scrutinize the actual words of the statute, giving them a plain and commonsense meaning. (*Hughes v. Board of Architectural Examiners*, *supra* at p. 775; *California Teachers Assn. v. Governing Bd. of Rialto Unified School District*, *supra* at p. 633; *Steketee v. Lintz, Williams & Rothberg*, *supra* at p. 51.) “Ordinarily, if the statutory language is clear and unambiguous, there is no need for judicial construction.” (*Hughes v. Board of Architectural Examiners*, *supra*, at p. 775, citing *California School Employees Assn. v. Governing Board* (1994) 8 Cal.4th 333, 340.) In addition, each and

every word in the statute must be given meaning to accomplish a result consistent with the legislative purpose. (*Hughes v. Board of Architectural Examiners, supra*, at p. 775; *California Teachers Assn. v. Governing Bd. of Rialto Unified School District, supra*, at p. 634.) "A statute must be construed in the context of the entire statutory system of which it is a part, in order to achieve harmony among the parts [Citations]." (*People v. Hull, supra*, at p. 272.) Further, a construction that renders language of the enactment superfluous must be avoided. (*California Teachers Assn. v. Governing BB. of Rialto Unified School District, supra*, at pp. 633-34; *Shoemaker v. Myer* (1990) 52 Cal.3d 1, 22 .)

12. The language of section 4648, subdivision (a), is clear. It authorizes regional centers to purchase services "pursuant to vendorization or a contract." The disjunctive is used to provide a choice between two plainly different options. The availability of the two choices was not limited to one provision of the statute and cannot be dismissed as an isolated legislative oversight. The distinct choices of vendorization or contract options are maintained in subsections (a)(3)(A) ("vendorization or contracting") and (a)(3)(B) ("vendored or contracted service)." In addition, section 4648, subdivision (a)(4), permits the purchase of services via "contract" or "voucher."

13. Construing the language of 4648 as set forth in legal conclusion number 12 is not only consistent with the plain language of the statute, but it is also consistent with the purposes of the Lanterman Act. The Legislature declared that the needs and choices of persons with developmental disabilities must be met through the use of comprehensive and innovative means. Reading the statute as providing an alternative to vendorization where appropriate furthers the intent of encouraging innovation, as new providers or new services may not initially fit into one of the established ways of providing services or paying for them. Exceptional Minds exemplifies innovation. It is adapting recognized therapeutic modalities to meet the needs of developmentally disabled individuals in unique ways. It is also trying to balance its need for service innovation with the restrictions of public funding.

14. The interpretation urged by Service Agency would both add language not present in the statute, i.e., "with a vendored provider" after "or contract," and render existing language surplusage, i.e., "or contract," neither of which is consistent with

accepted principles of statutory construction. The construction offered by Service Agency must, therefore, be rejected.

15. It has long been established that regulations must be consistent with the enabling statute. (*Association for Retarded Citizens vs. Department of Developmental Services* (1985) 38 Cal.3d 384, 392) (*Association for Retarded Citizens*.) Reliance on the definition of "service provider" found in CCR, title 17, section 50602, subdivision (o), to preclude Service Agency from entering into contracts with non-vendors is therefore misplaced given the wording of section 4648, subdivision (a), which allows such contracts.

16. As noted above, section 4648 is part of a legislative scheme and, consistent with principles of statutory construction, a statute must be construed in the context of the entire statutory system of which it is a part, in order to achieve harmony among the parts. As Service Agency correctly points out, the Lanterman Act empowers consumers but also requires efficacy and oversight. Section 4648.1 is a direct expression of the consumer protection and public funds oversight goals of the Lanterman Act. Without limitation to whether the purchased service is being provided pursuant to vendorization or contract, section 4648.1, subdivision (a), provides for fiscal reviews and audits and related rights and obligations. Accordingly, any contract entered into between Service Agency and Exceptional Minds must be subject to state laws and regulations generally applicable to the provision of services funded under the Lanterman Act.

17. Service Agency argues that it is bound by Department regulations which set the rate paid to a vendor, a material term in any contract it may enter with Exceptional Minds. However, to the extent that the Department-set rates for vendors are not regulations generally applicable to the provision of services, they technically do not apply to non-vendors providing services pursuant to a contract. Nevertheless, the rates and the descriptive codes to which they apply, as well as cost constraints for the services provided by Exceptional Minds, are part of the milieu in which contractual negotiations take place and may play a role in what the parties may reasonably expect to include in a negotiated contract. In addition, not only must regional centers encourage innovation, but they must also find economical ways of doing so. (§ 4651.)

18. Reimbursement of the out-of-pocket costs incurred by Claimant's family for

the services provided by Exceptional Minds is appropriate where, as here, such reimbursement is consistent with the purposes of the Lanterman Act (*Association for Retarded Citizens, supra*, at p. 393). Thus, Claimant's family brought up funding for the service as soon as the family learned about the service and before actually purchasing the services. The family again sought funding at the time Claimant was transitioning to full-time status. As set forth in this decision, the services are a cost-effective means of meeting Claimant's individual needs and Service Agency's decision to deny the services was incorrect.

19. Accordingly, Regional Center shall reimburse Claimant's family for the costs of the Exceptional Minds program to date, or \$9,860, and shall engage in negotiations for a contract with Exceptional Minds to provide the services through Claimant's completion of the program, by reason of factual finding numbers 1 through 18 and legal conclusion numbers 1 through 7 and 9 through 18. Since Claimant has already completed a significant portion of the current school year, and in order to provide continuity and stability while negotiations take place, Service Agency shall pay for the services through the end of the current school year at the same rate Claimant's family has been charged for the services. Continuing funding for the next year of Claimant's participation in Exceptional Minds is not guaranteed, but is subject to good faith negotiations between Exceptional Minds and Service Agency for a contract to purchase services which is consistent with all the goals of the Lanterman Act.

## ORDER

1. Claimant's appeal is granted in part, as set forth in this Decision.
2. Service Agency need not fund or reimburse Claimant's family for the cost of the services provided by Dr. Aclan.
3. Service Agency shall reimburse Claimant's family for the cost of the services provided by Exceptional Minds from September 2014 through December 14, 2017, in the sum of \$9,860.
4. Service Agency shall fund the services provided by Exceptional Minds to Claimant for the period of January 2018 until the end of the current school year at the rate

currently charged to Claimant's family.

5. Service Agency shall engage in negotiations for a contract with Exceptional Minds to provide the services through Claimant's completion of the program.

Dated:

Samuel D. Reyes  
Administrative Law Judge  
Office of Administrative Hearings

## NOTICE

This is the final administrative decision in this matter and both parties are bound by this Decision. Either party may appeal this Decision to a court of competent jurisdiction within 90 days.