

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of the Fair Hearing of:

CLAIMANT,

versus

ALTA CALIFORNIA REGIONAL CENTER,

Service Agency.

OAH No. 2019040050

DECISION

Administrative Law Judge John E. DeCure, Office of Administrative Hearings, heard this matter on April 19 and May 14, 2019, in Sacramento, California.

Damien B. Troutman, Attorney at Law, represented claimant and her legal conservator, S.S.¹

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

Oral and documentary evidence was received at the hearing. The record was left open to allow the parties to submit written closing arguments. On May 22, 2019, claimant submitted a closing brief which was marked for identification as Exhibit Q, and ACRC submitted a closing brief which was marked for identification as Exhibit 11. The matter was submitted for decision on May 22, 2019.

¹ Names are not being used for claimant or her guardian to protect claimant's privacy.

ISSUES

1. Should ACRC fund a “bed hold” in claimant’s residential facility in order to maintain her residence in that facility, despite her ongoing absence from the facility due to a medical condition?
2. If ACRC is required to fund such a bed hold, of what duration must it continue to fund the bed hold?
3. Is claimant entitled to “aid paid pending” following her filing a fair hearing request?

FACTUAL FINDINGS

1. Claimant is a 59-year-old female who has been diagnosed with mild intellectual disability, moderate cerebral palsy, and moderate epilepsy. She is developmentally disabled and qualifies for services from ACRC under the Lanterman Act. She cannot live independently, but she can verbally communicate, perform certain self-care, and use her own wheelchair. Her biological sister, S.S., acts as her conservator and authorized representative, and for several years, S.S. has been involved in her regional center and other care management, including attending and participating in scheduled Individual Program Plan (IPP) meetings and reviews.
2. Claimant currently resides in the Fortes Care Home #2 (Fortes Home), which is an ACRC-funded Level 4-D-care home² owned and operated by Rick and Nicole Fortes.

² The Department of Social Services oversees the licensure of Community Care Facilities (CCFs) to provide 24-hour non-medical residential care to children and adults with developmental disabilities who are in need of personal services, supervision, and/or assistance essential for self-protection or sustaining the activities of daily living. Depending on the types of services a CCF provides, each CCF is designated a service

Claimant has resided in the Fortes Home since April 2012, enjoys living there, and desires to remain there. S.S. is very pleased with this placement as well, and wants it to continue. Nicole Fortes is fond of claimant and considers her to be “like family.” ACRC was also pleased with the Fortes Home placement in every respect. The most recent IPP listed as claimant’s primary objective that she will live at the Fortes Home “for as long as placement is appropriate for health, safety, and social reasons through [June] 2019.” The monthly placement cost is \$5,809.37; of this sum, \$1,058.37 is paid by claimant’s Social Security benefits, and the remaining \$4,751 is paid by ACRC.

3. On February 27, 2019, claimant was hospitalized due to a stage 3 pressure wound coccyx, or decubitus ulcer of the sacral region.³ The wound was of at least 14 days in duration, at high risk for “further skin breakdown,” and required surgical excisional debridement in which 0.3 centimeters of devitalized tissue and surrounding fascial fibers were removed at a depth of 1.1 centimeters. The procedure was successful, but claimant’s required follow-up medical care and recovery time was substantial, and she was unable to return to the Fortes Home. Instead, on approximately March 2, 2019, she was transferred to Applewood Post Acute LLC (Applewood), a skilled nursing facility funded by Medicare/Medi-Cal, for the wound to sufficiently heal. ACRC’s initial response to claimant’s change of facility was to treat it as temporary, and to continue funding claimant’s Fortes

level of care. Service Level 4 includes: “Care, supervision, and professionally supervised training for persons with deficits in self-help skills, and/or severe impairment in physical coordination and mobility, and/or severely disruptive or self-injurious behavior.” Service Level 4 is subdivided into Levels 4A through 4I, in which staffing levels are increased to correspond to the escalating severity of disability levels.

³ Decubitus ulcers are commonly referred to as bed sores.

Home placement – in effect, placing a “bed hold” on claimant’s residency status within the Fortes Home – despite her absence from the home.

4. The issue of when claimant would be well enough, medically speaking, to return to the Fortes Home remained undecided during the hearing process in this matter. Claimant’s present prognosis and required level of care was not established with any certainty. When ACRC’s Client Services Manager, Jennifer Passanando, testified during the first day of hearing on April 19,⁴ she stated that claimant’s initial prognosis in early March was that her discharge was approximately four to six months away. However, she more recently was told, on April 18, that claimant’s release date was revised to be as early as “tomorrow or next week.” Ms. Passanando did not know precisely what level of medical care claimant would require upon her release, as no written medical assessments had been provided as yet to ACRC. As a result, she cannot select another care home for claimant, in the event that claimant cannot be cared for at the Fortes Home. Ms. Fortes informed Ms. Passanando that she would not take claimant back as a client unless claimant was “completely healed.” The Fortes Home would need a health care plan sufficient to meet claimant’s medical needs, and Ms. Passanando did not know whether they had an adequate plan in place to care for claimant. ACRC was not developing a new IPP as yet, but an assessment team was considering claimant’s current medical needs and the issue of where she could be placed that would meet her needs. Ms. Passanando has worked for ACRC for 11 years, and recalled previous instances in which ACRC employed a bed hold for approximately one month, on a “case by case” basis. Claimant’s case was the first Ms. Passanando had worked on in which a much longer bed hold was being considered.

⁴ Ms. Passanando was the only witness to testify during the first half-day of hearing, and she provided the balance of the underlying facts set forth in Findings 1 through 3.

5. On May 14, 2019, during the second day of hearing, Nicole Fortes testified that after claimant's surgery she had been visiting claimant regularly and claimant's wound had healed, but there were complications as to whether claimant could return to the Fortes Home. Ms. Fortes said that on about April 22 she spoke with claimant's treating physician, Dr. Amin, and he advised that claimant's wound was at "high risk" for re-injury during her recovery. Because claimant's usual daily routine involved one hour of bus travel and six hours of a day program, Dr. Amin opined that claimant was "not ready" for so much prolonged sitting. He also advised Ms. Fortes that claimant, who is wheelchair bound, would require constant "repositioning" every two hours to ensure that proper healing continued. Ms. Fortes was concerned that as the operator of a Level 4 home, she could not provide the higher-level medical care required for claimant, such as that performed by a skilled nursing facility (SNF), while claimant was still in the healing process. Although Ms. Fortes had hoped to take claimant home with her, she declined due to these concerns.

6. On May 14, 2019, Jazmin Kung-Gunion, claimant's assigned ACRC Service Coordinator for the last four years and nine months, testified at hearing. On May 8, she spoke with Applewood staff and was informed that claimant's wheelchair may have caused her wound. At that time, a wound-care nurse also opined that claimant's wound had healed, and that claimant was ready for discharge. However, Ms. Fortes has told Ms. Kung-Gunion she is not willing to take claimant back until her wound is more stabilized. ACRC is now searching for a new placement but has not located one. On April 2, ACRC closed its "Purchase of Service" (POS) agreement with Ms. Fortes because by that time, ACRC had gone past the limits of its Procedures Manual's bed hold policy. This followed an ACRC "Best Practices Committee" meeting of approximately five to 10 ACRC employees and management personnel to determine how much longer claimant's bed hold could continue. Ms. Kung-Gunion, Ms. Black, David Lopez, Lori Banales, and Denise Hopkins

attended. None were attorneys, but they considered the effect of applicable statutes on the issue of further extending the bed hold. Ms. Kung-Gunion recalled that there was internal disagreement about what to do, with some people advocating to extend the bed hold, but ultimately, the committee determined to terminate the POS with Ms. Fortes. When she testified, Ms. Kung-Gunion had still been unable to obtain any written discharge instructions regarding claimant's medical care.

7. On May 14, 2019, Denise Hopkins, an ACRC Community Services Specialist for the last 11 years and ACRC employee for 21 years, testified that she had been claimant's assigned services coordinator from 1998 until 2003. Ms. Hopkins recalled the recent Best Practices Committee meeting regarding claimant's bed hold issue, and the committee's disagreement over how the statutes relevant to the bed hold might be interpreted. Ms. Hopkins has no prior experience with any client having a bed hold issue extend beyond the hold lasting 30 days. The committee discussed statutes and ACRC's regulations applicable to this issue, and Ms. Hopkins and others sought possibilities for continuing the bed hold. But ultimately, after a phone discussion between ACRC's executive director and a legal representative, the executive director determined that the bed hold had to be terminated. Ms. Hopkins felt "overpowered" by the opinions of ACRC management, but at least two other ACRC employees who were present agreed with the decision to terminate the bed hold and the matter was settled.

8. S.S. testified on May 14, 2019, that claimant is currently in a skilled nursing facility in South Sacramento and has lived in the Sacramento area since 1989. S.S. has acted as her conservator since 2011 and shares a close relationship with her, seeing her approximately once every three to four weeks. Due to claimant's current situation, S.S. sees her up to three times per week. Claimant suffers from cerebral palsy, intellectual disability, and epilepsy due to an inability to breathe at birth which caused brain damage. She is verbal, talks a lot, and may repeat her thoughts, but can also make "incisive" comments.

She has been wheelchair-bound since her late teens, when she began having seizures and needed the wheelchair for safety. She is currently using a manual wheelchair, but her caregivers are considering getting her a motorized wheelchair. Claimant can feed herself, and bathes and dresses with assistance.

She provides opinions regarding her medical care and treatment, but she does not deal with her own finances.

9. S.S. has known Rick and Nicole Fortes since 2012 and is very pleased with their services. Claimant is happy living in the Fortes Home. The most recent IPP for claimant incorporates claimant's goal of continuing placement in the Fortes Home as a primary goal. S.S. "totally" disagrees with any plan by ACRC to find another placement for claimant, as S.S. expended great time and energy locating the Fortes Home as claimant's ideal placement. S.S. recalled that before claimant came to the Fortes Home to live, she was in a skilled nursing facility for nine months, and that a person with ACRC told her ACRC had "held" the Fortes Home's bed for claimant for nine months, from 2011 until approximately April 2012. S.S. recounted this history to ACRC's current staff, and asked why, if ACRC had held a bed for nine months before for claimant, they could not now hold her bed in the Fortes Home. ACRC's staff indicated that the past was "irrelevant." They cited to legal authorities, including title 17, California Code of Regulations (CCR), section 56917, and Health and Safety Code section 1250, to support ACRC's decision to terminate the bed hold. S.S. has considered these statutes, but believes they do not support ACRC's position. She has asked that they seek valid exceptions to hold the bed, but they have refused, claiming the laws on the subject are clear.

10. ACRC, the Fortes Home, and claimant engaged in several communications regarding bed holds prior to the fair hearing. On March 12, 2019, ACRC wrote a letter to the Fortes Home, with a copy to claimant, stating that ACRC would continue to fund the supplemental portion of claimant's placement to hold claimant's bed at the Fortes Home,

effective from March 2 through April 2, 2019. ACRC further advised Ms. Fortes to visit claimant daily in her current location, gather and exchange information as needed, and provide regular updates to claimant's service coordinator. Also on March 12, ACRC sent an email to S.S. informing her that ACRC would be mailing a Notice of Action to her by March 14.

11. On March 14, 2019, S.S. sent an email to ACRC asserting that if claimant's Social Security benefits contribution to the Fortes Home placement was decreased (due to claimant's absence from the home), ACRC would be obligated to increase its funding amount to ensure the Fortes Home was receiving the predetermined funding rate. Later on March 14, ACRC responded to S.S. by email, explaining that it was taking a "15 day time out" to "continue to explore and appropriately interpret law and regulations regarding bed holds." Regarding funding, ACRC stated it would continue to pay the current residential rate (supplemental to the Social Security benefit) pursuant to claimant's IPP, but it would take into consideration S.S.'s request that it pay an increased benefit, to cover the absent Social Security benefit, as it continued to research the bed hold request.

12. On March 19, 2019, ACRC wrote a letter to the Fortes Home, with a copy to claimant, stating that this letter would "replace" ACRC's prior letter of March 12. The March 19 letter restated ACRC's intention to continue to fund claimant's placement by holding her bed at the Fortes Home "effective 3/12/19," but no termination date for the bed hold was stated. ACRC again advised Ms. Fortes to visit claimant daily in her current location, gather and exchange information as needed, and provide regular updates to claimant's service coordinator.

13. On March 22, 2019, claimant filed a Fair Hearing Request, stating as the reason for the request that as of March 2019, ACRC "has failed to pay the full monthly rate to [claimant's] residential service provider while [claimant] is in a health facility getting inpatient care in accordance with 17 CCR section 56917." Claimant requested that to

resolve the complaint, ACRC should provide “aid paid pending” for “the March 2019 outstanding rate of \$1,058,” and “the full monthly rate for April 2019 and each month thereafter.”

14. On March 26, 2019, ACRC sent claimant and S.S. a letter notifying claimant that it was terminating funding in the amount of \$4,751 per month to the Fortes Home for claimant’s residential services. The letter reiterated claimant’s recent medical history and hospitalization, the established rates of payment for claimant’s residential services, the bed hold issue, and the “possibility that when [claimant] was released from a skilled nursing facility, she will require a level of care that the [Fortes Home] cannot provide to her.” Based on its analysis of applicable laws and regulations, ACRC determined that it would not provide further funding to “hold” claimant’s placement at the Fortes Home beyond April 2, 2019.

15. On April 2, 2019, claimant submitted a second, “Revised” Fair Hearing Request to ACRC, reiterating claimant’s desire to return to the Fortes Home following her inpatient care at Sutter Memorial Hospital, and her subsequent care at Applewood. Claimant again stated she “desires to return” to the Fortes Home. Claimant stated the complaint could be resolved by ACRC ensuring claimant’s spot in the Fortes Home during her temporary absence, continuing to fund the residential provider “at the established rate,” and paying for these services as “aid paid pending.”

16. On April 11, 2019, ACRC sent a letter to claimant entitled “Fair Hearing Decision – Informal Meeting,” which detailed the results of an April 9, 2019 meeting held between claimant, S.S., their attorney Mr. Troutman, Ms. Kung-Gunion, Ms. Passanando, Ms. Hopkins, and Ms. Black. The letter reiterated the case history relevant to the bed hold issue, claimant’s hospitalization and subsequent condition, and funding as set forth above. It further described claimant’s interpretations of CCR section 56917’s applicability to the bed hold issue, and the applicability of Welfare and Institutions Code section 4715 to the

issue of aid paid pending. ACRC's position terminating the bed hold was relatively unchanged: ACRC stated that if, upon claimant's discharge from the skilled nursing facility, an opening was still available in the Fortes Home and the home is able to meet claimant's care needs, ACRC would "work to have [claimant] readmitted to the care home."

On the issue of aid paid pending, ACRC noted that Welfare and Institutions Code section 4715 provides that "**services** that are being provided pursuant to a recipient's individual program plan pursuant to a recipient individual program plan shall be continued during the appeal procedure up to and including the [tenth] day after" the matter is withdrawn either prior to hearing, or after the recipient's receipt of the court's decision. (Welf. & Inst. Code, § 4715, subd. (a) (emphasis ACRC's).) ACRC reasoned that since claimant was not in the Fortes Home, she therefore was not receiving *services* from the home, and thus, ACRC could not continue providing funds for claimant as aid paid pending. However, ACRC seemingly contradicted this position by placing its aid-paid-pending analysis under a subheading that stated:

[ACRC] further SUSTAINS [c]laimant's request to pay the care home the regional center supplemental portion [of residential care funding] from April 2, 2019, as aid paid pending, until the resolution of this appeal.

17. CCR section 56917 states, in pertinent part:

(a) Regional centers shall pay residential service providers monthly at the rate established by the Department pursuant to Section 56902(b) and (c).

[¶] ... [¶]

(h) The established rate shall be paid for the full month when

the consumer is temporarily absent from the facility 14 days or less per month.

(1) When the consumer's temporary absence is due to the need for inpatient care in a health facility as defined in Health and Safety Code Section 1250(a), (b) or (c) the regional center shall continue to pay the established rate as long as no other consumer occupies the vacancy created by the consumer's temporary absence, or until the ID⁵ Team has determined that the consumer will not return to the facility.

(i) The established rate shall be prorated for a partial month of service in all other cases by dividing the established rate by 30.44, then multiplying by the number of days the consumer resided in the facility.

18. ACRC's Procedures Manual has a "Bed Holds" policy which states that the established rate for services "shall be paid for the full month when the client is temporarily absent from the facility 14 days or less per month. It further states, in relevant part, that:

(1) When the Planning Team agrees on a need for a bed hold, the [service coordinator] must discuss the request with their Client Services Manager (CSM); the CSM consults with their Director as needed.

a. Requests exceeding 30 days, unusual or unique requests will

⁵ ID is an acronym for interdisciplinary.

be referred to the Living Options Committee for recommendations and approval.

The ACRC Procedures Manual includes directives for termination of a bed hold, and states, in relevant part:

Termination of residential bed hold will occur when:

1. There are significant health and safety concerns that violates T-17 regulations and or the care home's program design.

[¶] ... [¶]

3. A modified rehabilitation plan that [s/c] significantly extends the absence from the facility beyond 30 days.

[¶] ... [¶]

5. [The] Planning Team determines that the client needs are not being met.

6. There is a change in the client's level of service need.

19. Claimant's two requests for fair hearing were consolidated into the present hearing.

DISCUSSION

20. Claimant is content living as a resident in the Fortes Home, and its owners are fond of claimant, considering her to be like family. ACRC recognizes and appears to respect claimant's strong desire to remain as placed. However, Ms. Fortes made plain that she cannot receive claimant back in the home in the event that claimant requires a higher level of medical care. At hearing, there was a paucity of evidence as to claimant's current

condition, her prognosis for release from a skilled nursing facility, or her medical requirements once she is released. No one, including ACRC and S.S., who appear to have diligently followed her progress, had received anything but indeterminate verbal updates regarding claimant's medical status. Because of the indefinite status of claimant's condition, Ms. Fortes cannot reasonably be compelled to accommodate claimant at this time. As a result, returning claimant to the Fortes Home is not an option, unless and until Ms. Fortes: 1) receives adequate information regarding the level of care claimant will require upon her release from the skilled nursing facility, and 2) decides whether she can provide sufficient care to meet claimant's needs. The issue then becomes whether ACRC is obligated to hold claimant's bed in the meantime by continuing to pay the Fortes Home for residency services.

21. The CCR statute applicable to such bed-hold issues is section 56917, subdivision (h)(1), which states that the established rate of residential services shall be paid for the full month when the consumer is temporarily absent from the facility 14 days or less per month; when the consumer is absent due to a need for inpatient care in facilities including a skilled nursing facility, the regional center shall continue paying the established rate "as long as no other consumer occupies the vacancy" created by the temporary absence, or until a regional center Interdisciplinary Team has determined that the consumer will not return to the facility.

22. Here, the statute's plain language contemplates funding for bed holds that may be ongoing, as subdivision (h)(1) sets forth a monthly standard and does not limit its application to a single month. Claimant has been absent from the Fortes Home for over three months, since approximately March 2, 2019, due to her initial hospitalization and subsequent treatment at Applewood, a skilled nursing facility. When a client is absent due to a stay in a skilled nursing facility – which is the reason for claimant's absence – the regional center is instructed to continue paying 1) as long as the bed is still vacant, or 2)

until an Interdisciplinary Team has determined the client will not return.

In this case, despite ACRC's termination of funding for claimant's bed hold, the bed at the Fortes Home remains vacant.⁶ Although an ACRC Best Practices Committee convened to consider the bed hold issue and decided to end ACRC's residential services funding to the Fortes Home, the committee was not an interdisciplinary team, as it included no physician, psychologist, or behavioral expert, and performed no review and analysis of claimant's medical records, behavioral reports, or other data relevant to her disabilities and personal development. Thus, no interdisciplinary team determined claimant would not return. As a result, the evidence did not establish either of the statutory exceptions contained in CCR section 56917, subdivision (h)(1). Therefore, ACRC is obligated to continue funding the Fortes Home bed hold until a change of circumstances occurs as follows.

23. The issue of how long ACRC must continue to fund the bed hold is entirely dependent upon the evolving facts regarding claimant's condition, her medical needs, and her living situation. Concomitantly, claimant's wish to return to the Fortes Home hinges on several circumstances. ACRC must be able to ascertain the level of medical care claimant will need upon her release from a skilled nursing facility. If the Fortes Home is informed of claimant's medical needs and determines that it cannot provide sufficient care to meet those needs, ACRC will have to seek other placement options. If the Fortes Home's vacancy

⁶ The evidence established that ACRC's termination of the POS agreement with the Fortes Home created a vacancy. No evidence was presented, however, as to whether the Fortes Home has attempted to fill the vacancy during the pendency of this proceeding.

is filled before funding resumes,⁷ or if a bona fide interdisciplinary team convenes and determines that claimant will not return, ACRC will have to seek other placement for claimant. The occurrence of any one of these events will no longer obligate ACRC to continue funding the Fortes Home bed hold.

24. ACRC's bed hold policy and procedure lists several potentially relevant reasons to terminate a bed hold, including: significant health and safety concerns that violate regulations, a modified rehabilitation plan that extends well beyond 30 days, a Planning Team determination that the client's needs are not being met, and a change in the client's level of service need. At hearing, ACRC failed to establish that any of these factors presently exist.

25. Regarding aid paid pending, Welfare and Institutions Code section 4710, subdivision (a)(1), provides:

(a) Adequate 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 4715, subdivision (a), sets forth that "services being provided pursuant to a recipient's [IPP] shall be continued during the appeal procedure" until the decision in the matter, provided that the fair hearing request was

⁷ (See footnote 6.)

postmarked or received by the service agency within 10 days after the receipt of the notice of proposed action.” Following a colloquy of communications from ACRC on the subject of its determination to deny services, claimant timely made two fair hearing requests. Thus, the payment for residential services as set forth in claimant’s IPP shall continue during the appeal procedure.

ACRC’s argument that due to claimant’s absence no “services” were being provided effectively side-steps the issue of whether the bed hold should be maintained, as the salient service being provided is to temporarily hold claimant’s position in her care home. Also, Ms. Fortes delivered services up until the time ACRC terminated funding by following ACRC’s written directions to visit claimant daily, gather information regarding her condition, and report back to the service coordinator.

LEGAL CONCLUSIONS

1. In enacting the Lanterman Developmental Disabilities Services Act (Lanterman Act), Welfare and Institutions Code, 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. (Welf. & Inst. Code, § 4501.)

2. The Lanterman Act gives regional centers, such as ACRC, a critical role in the coordination and delivery of services and supports for persons with disabilities. (Welf. & Inst. Code, § 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. (Welf. & Inst. Code, §§ 4646, 4646.5, 4647, and 4648.)

4. A service agency seeking to change a service contained in a consumer’s IPP typically has the burden of demonstrating that its proposed decision is correct.

5. In this matter, ACRC has failed to establish that the bed hold on claimant’s

preferred residential services is no longer authorized and should be terminated. Claimant's extended absence is of the kind specified by law in which neither of the exceptions allowing for termination of the bed hold are present. ACRC has not met its burden. ACRC's reliance on a Best Practice Committee's internal decision was apparently sincere and based on careful consideration, yet its ultimate determination was misplaced. ACRC has not legally justified terminating its funding of residential services pursuant to the IPP. ACRC must therefore continue to fund these residential services at present.

6. ACRC has also failed to justify its denial of aid paid pending pursuant to applicable statutory law as discussed in Finding 25.

ORDER

1. The appeal of claimant is granted with regard to restoring funding for residential services at the Fortes Home until a change of circumstances occurs, as set forth in Findings 22 and 23.

2. The appeal of claimant is granted with regard to "aid paid pending." ACRC shall continue to fund residential services at the Fortes Home, regardless of any change of circumstances, from April 2, 2019, through the tenth day following the date of this decision.

DATED: June 6, 2019

JOHN E. DeCURE

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. (Welf. & Inst. Code, § 4712.5, subd. (a).)