

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

In the Matter of:

CLAIMANT,

vs.

HARBOR REGIONAL CENTER, Service Agency.

OAH No. 2023060410

DECISION

Administrative Law Judge Chantal M. Sampogna, Office of Administrative Hearings (OAH), State of California, heard this matter on July 31, 2023, by videoconference.

Claimant's father (Father) appeared and represented Claimant, who was not present. (Titles are used to protect the family's privacy.)

Latrina Fannin, Manager of Rights and Quality Assurance for Harbor Regional Center (Service Agency) appeared and represented Service Agency.

Testimony and documentary evidence was received. The record closed and the matter was submitted for decision on July 31, 2023.

The Department of Developmental Services Tracking Number could not be identified and so is not provided in the Decision.

ISSUES

Whether Service Agency must pay Claimant van conversion costs in the amount of \$10,968.

Whether Service Agency must pay Claimant rental car reimbursement costs of \$4,958.16.

EVIDENCE RELIED UPON

Documents: Service Agency's Exhibits 1 through 10; Claimant's Exhibit A.

Testimony: Stephen Hankow, Service Agency Client Services Manager; and Father.

SUMMARY

Claimant's converted van was in a car accident in November 2022. Father's automobile insurance company determined the van was a total. During hearing the parties stipulated Service Agency will pay Claimant \$9,822 for van lift conversion costs. Father established he incurred rental car fees between November 2022 and May 2023 totaling \$9,8400.30. Based on the evidence presented, it is Service Agency's responsibility to pay \$2,967.58 towards Claimant's rental car costs.

Jurisdictional Matters

1. Claimant is 25 years old and is eligible for services under the Lanterman Developmental Disabilities Services Act (Lanterman Act) (Welf. & Inst. Code, § 4500 et seq.) based on her diagnosis of intellectual disability and cerebral palsy. (Statutory references are to the Welfare and Institutions Code.)

2. Service Agency initially funded a van lift conversion for Claimant in 2018. In November 2022, Father was in a vehicular accident while driving the converted van (vehicle) which caused the vehicle to be totaled. Between December 2022 and March 2023, Father made multiple requests to Service Agency to fund the portion of a new van lift conversion not covered by his automobile insurance and to reimburse Father for rental car fees at a rate of \$40 per day.

3. In its March 15, 2023, Notice of Action (NOA), Service Agency offered to fund \$7,450 towards a van lift conversion and denied Father's request to pay any amount of rental car fees.

4. On May 13, 2023, Claimant appealed the NOA via letter sent to Service Agency. The appeal was received by Service Agency on May 18, 2023.

5. Service Agency completed an Appeal Request Form (RAF) on behalf of Claimant and submitted the RAF to OAH on June 12, 2023. The RAF is not signed or dated.

6. Based on the evidence presented, Service Agency received Claimant's request for appeal on May 18, 2023, which triggers the date by which the fair hearing must be scheduled and the date the decision is due. (§§ 4701, 4712, & 4712.5.) Contrary to section 4712, subdivision (a), the fair hearing in this matter was not

scheduled within 50 days of Service Agency receiving the request for appeal, July 7, 2023. Pursuant to section 4712.5, the decision in this matter is due 80 days from the date the appeal request was received by the Department of Developmental Services, August 6, 2023.

Claimant's Need for a Modified Van

7. Claimant resides with Father in the city of Torrance. She is completely dependent on others for all activities of daily living and requires around the clock supervision and care and requires a wheelchair to access her home and community. Additionally, Claimant has been diagnosed with hypotonia, scoliosis and a subluxed right hip. Claimant also has intractable dysphagia and epilepsy and a history of grand mal and petite mal seizures daily. Claimant's dysphagia causes her to be unable to independently clear her secretions, requiring regular oral suctioning to prevent aspiration throughout the day; during her seizures, Claimant requires oxygen.

8. Based on Claimant's health and mobility needs, in 2018, and pursuant to Claimant's Individual Program Plan (IPP), Service Agency agreed to fund a van lift conversion for Claimant in the amount of \$26,350. Father purchased a 2016 Honda Odyssey and had the van lift conversion installed by Mobility Works.

9. Claimant's most recent IPP, dated August 12, 2022, documents Claimant's continued need for the van lift conversion. The IPP provides that one of the items of special equipment Claimant requires is a modification to the family's minivan to accommodate Claimant's wheelchair. (Exh. 5, p. A19.) Further, the modification is necessary to fulfill the desired outcome contained in the "Social/Recreational/Community" portion of Claimant's IPP which provides, "[Claimant] will access recreational and social opportunities in the community." (Exh. 5, p. A26.)

Claimant's Request for a New Van Lift Conversion

ASSESSMENT OF COST

10. On November 5, 2022, Father was in a vehicular accident while driving the modified van (vehicle). Father originally understood the damage to the vehicle to be cosmetic. Father's automobile insurance company, Progressive, did not complete its inspection of the vehicle until December 15, 2022, when, on its behalf, Autobahn Body Shop determined the vehicle's body had been twisted based on which Progressive declared the modified van a total loss. On January 13, 2023, Progressive paid Father a total of \$48,792.30 for the loss of the vehicle, which included payment for the vehicle and van lift conversion.

11. Service Agency received two quotes for a new van lift conversion. The first was provided by Mobility Works on February 23, 2023, in the amount of \$38,750, and the second was provided by Aero Mobility on March 1, 2023, in the amount of \$33,800. On February 16, 2023, Service Coordinator (SC) Michael Aguilar spoke with Father's Progressive Insurance Agent, Scott Carter, and was informed Progressive paid \$26,350 for the loss of Father's van lift conversion. Based on the amount of the lower bid by Aero Works (\$33,800) and the amount Service Agency was informed Progressive paid out for the van lift conversion (\$26,350), Service Agency offered to pay Father the outstanding amount of \$7,450 to fund a new van lift conversion.

12. Father disagreed with the amount Service Agency offered to pay towards the van lift conversion as he believed it to be based on an inaccurate ratio of the amount Progressive paid for the loss of the underlying vehicle to the amount it paid for the loss of the van lift conversion. Father, a Certified Public Accountant (CPA), believed the ratio used to determine \$26,350 of the total amount paid by Progressive

was for the van lift conversion failed, among other things, to account for taxes. Based on his own calculations Father believed Service Agency owed him \$10,968 for outstanding cost of the van lift conversion, rather than the \$7450 Service Agency offered to pay.

13. Service Agency issued its NOA on March 15, 2023, and Father appealed on May 13, 2023. However, in response to Father's continued contacts with SC Aguilar regarding Father's disagreement with the amount Service Agency offered for the van lift conversion, on March 28, 2023, SC Aguilar spoke with Progressive Adjustor Bilal (no last name provided) who was assigned to specialized vehicles. Adjustor Bilal affirmed Father's information, that Progressive was not able to provide an itemized breakdown of the amount Progressive paid for the van and the van lift conversion. Nonetheless, based on more information provided by Adjustor Bilal, Service Agency was able to determine the Progressive payout covered 91 percent of the original van lift costs, and, accordingly, Service Agency was willing to fund \$9,822, rather than the previous \$7,450, to complete the balance of the Aero Mobility van lift conversion.

14. On March 28, 2023, Service Agency offered Father \$9,822 for the van lift conversion, but Father declined. In its Position Statement, Service Agency maintained it would pay only \$7,450 towards Claimant's van lift conversion. However, at hearing, and after both parties reviewed the evidence, Service Agency and Father stipulated the amount to be paid by Service Agency for the van lift conversion was \$9,822. In so doing, Service Agency and Claimant resolved the first issue of Claimant's appeal.

DELAY IN THE VAN LIFT CONVERSION AND ISSUANCE OF THE NOA

15. Between December 14, 2022, and March 10, 2023, Father and SC Aguilar communicated about Father's requests. Though each of them timely responded to the

other, generally within a few days by email or phone call, a breakdown in communication arose over Service Agency's request from Father for an itemized statement from Progressive delineating with certainty the amount Progressive paid for the loss of the van lift conversion. After each of Service Agency's request for the itemized statement, Father timely replied and explained none had been provided to him. This unresolved issue resulted in a delay in obtaining van lift conversion quotes (quotes) and ultimately in an unnecessary delay in Service Agency issuing its NOA, which it issued more than 12 weeks after Father initially requested funding for a new van lift conversion.

16. During a January 10, 2023, meeting with SC Aguilar, Client Services Manager (CSM) Stephen Hankow, and Supervisor Judy Samai, Service Agency determined that before "anything [Service Agency] must receive itemized insurance payout from [Father]." (Exh. 9, p. A34.) This rigid approach to finalizing Service Agency's response to Father's request for van lift conversion funding, requiring an itemized statement before moving forward with the process, continued through to the issuance of the NOA.

17. On January 12, 2023, SC Aguilar provided Father a list of five companies which could provide quotes for the van conversion and informed Father Service Agency would need quotes from two to three companies. However, the evidence was inconclusive as to who was charged with obtaining the quotes, Service Agency or Father. SC Aguilar did not testify at hearing and the Service Coordination ID Notes (ID Notes) and other evidence does not contain information showing SC Aguilar directed Father to obtain the quotes. Father testified it was Service Agency's responsibility to obtain the quotes and SCM Hankow testified he believed generally it is the responsibility of Claimant to obtain the quotes. Nonetheless, given the frequent

contacts Father made with SC Aguilar regarding the lack of quotes, and the absence of information in the ID Notes that SC Aguilar ever informed Father it was his responsibility to obtain the quotes, the evidence was conclusive that any delay in obtaining the quotes was not due to Father.

18. As no progress was being made toward the van lift conversion, by the end of January 2023 Father asked his Progressive Insurance Agent, Scott Carter, to speak directly with SC Aguilar. On February 3, 2023, SC Aguilar spoke with Mr. Carter and was informed Progressive paid \$23,000 for the van lift conversion. When Father followed up, SC Aguilar again informed Father he was waiting for an itemized statement. On February 16, 2023, Father sent an email he received from Mr. Carter which stated Progressive paid \$26,350 (\$3,350 more than Mr. Carter initially stated) for the van lift conversion. One month later, and after receiving the two quotes, Service Agency issued its NOA.

19. After the issuance of the NOA and before Father submitted the appeal letter, Father continued to communicate with SC Aguilar regarding the amount Progressive paid out for the van lift conversion cost. On March 28, 2023, SC Aguilar spoke with Progressive Insurance Adjustor Balil. Mr. Balil affirmed Father's position that no itemized statement was available. He informed SC Aguilar that Progressive determines the payout based on specialized or other similar vehicles and are unable to separate the itemized breakdown of the van from the van lift conversion. However, Progressive was able to determine that it paid 91 percent of the original cost of the van and van lift conversion.

Claimant's Rental Car Costs

20. Father timely communicated with SC Aguilar about his mounting car rental expenses he incurred for his rental of regular vehicle not modified with a van lift. By January 18, 2023, Father informed SC Aguilar he was incurring at least \$40 per day in rental car expenses, and he would be invoicing Service Agency for this expense. (Exh. 9, p. A37.) In response to Father's concerns, SC Aguilar suggested Father utilize ACCESS, a paratransit service for individuals with developmental delays, or Claimant's medical insurance to cover the costs of transportation to medical appointments.

21. In the NOA, Service Agency denied payment for rental car expenses based on section 4659. Service Agency explained that because it is the payor of last resort, and there are publicly funded resources such as ACCESS, or private resources such as Father's own automobile insurance policy which may provide funding for his rental car expenses, Service Agency may not fund the requested rental car expenses. In his appeal to the NOA, Father explained he had incurred rental car expenses for 90 days at approximately \$40 per day and asked Service Agency to pay \$4,958.16 toward his rental car expenses claiming they were due to Service Agency's delay in obtaining quotes for the van lift conversion.

22. At hearing, Claimant presented more detailed information about the rental car costs Father incurred through Enterprise Rent-A-Car Company (Enterprise), including a detailed summary of the expenses; the Enterprise invoices, which accounted for his rental car fees from November 7, 2022, through May 10, 2023, and which showed the daily rate, 10 percent tax, and \$1.01 daily fee Enterprise charged; and a copy of Progressive's rental car reimbursement check in the amount of \$1,440, paid per Father's auto insurance policy. (Exh. A.) These documents establish Father

incurred the following rental car expenses, as provided in Father's summary of expenses (*Id.* at p. B1.):

Period		Amount
Start	End	
11/07/22	12/12/22	1,997.25
12/12/22	01/23/23	2,201.81
01/23/23	03/20/23	2,935.74
03/20/23	05/10/23	<u>2,705.50</u>
Total fees		9,840.30
Less: Ins. Reimb.		(1,440.00)
Balance due from HRC		8,400.30

23. Father further explained at hearing he began renting a car immediately after the accident and did so until April 7, 2023, when, using the Progressive payout for the vehicle, he purchased a temporary vehicle, a Ford Flex, for \$27,000. The Ford Flex is not equipped with a van lift conversion. Father made this purchase before Claimant's appeal was resolved because he saw no end point to the disagreement with Service Agency and he could not continue to fund the rental car expenses. Father also explained that the final charge by Enterprise, covering the time period between March 20 and May 10, 2023, despite Father returning the rental car on April 7, 2023, was due, he believed, to his rental agreement being set on a monthly schedule. Once the

amount of the van lift conversion is settled Father will sell the Ford Flex and purchase a van which either includes, or can have installed, a van lift conversion.

Father's Testimony

24. In addition to the information provided above attributable to Father's testimony and evidence presented, at hearing Father further testified regarding ACCESS, his reasons for needing a rental car, and how he has been transporting Claimant since the accident. As to Service Agency's suggestion he utilize ACCESS to transport Claimant, Father explained, and CSM Hankow affirmed, that to utilize ACCESS, Claimant required a California Identification Card (ID). Claimant does not have, and has never needed, a California ID, as she has never traveled, and it had not been suggested she obtain one. Service Agency was not aware Claimant does not have a California ID. Father did not attempt to obtain one for the purpose of utilizing ACCESS because, in part, he did not anticipate the delay in finalizing the van lift conversion process.

25. In support of his request for Service Agency to pay his rental car costs, Father explained he only owns one car and used the converted van for all transportation purposes, including grocery shopping or other essential travel, and that he needed to use a rental car to meet Claimant's needs as well as his own. Father did not rent a car with a van lift conversion because the cost would have been more than the cost for a non-converted vehicle, and he could not afford to upfront the costs. Service Agency suggested Father could have had an In-Home Supportive Services (IHSS) worker attend to duties which required the use of a vehicle. However, Father explained he has not had time to find an IHSS worker and so Claimant has not been receiving that form of service provided for her in her IPP. Father then explained the state of hardship he has experienced over the past year. His wife, Claimant's mother,

passed away in January 2022 as a result of Covid-19, and he has been overwhelmed by the responsibilities of managing his own life and health issues while providing for Claimant and assuring her needs are met. Father is a full-time CPA and is still adjusting to being the sole person responsible for meals, transportation, and communication with Service Agency and service providers. He also manages his own health challenges which include Type 1 Diabetes and neuropathy and vision problems.

26. Regarding the transportation services Claimant requires, Father explained he aims to take Claimant out into the community, sometimes to a local park or by the beach, a couple of times per week. Father's testimony is consistent with Claimant's IPP goals. With the van lift conversion in place, Claimant was transported while sitting and secured in her wheelchair which provided her body physical support to remain upright and which allowed Claimant's aide to be free to assist Claimant as needed. Since the accident and loss of the converted van, however, Claimant has not been transported in a vehicle with a lift; rather, Father and whomever is assisting Claimant transfer Claimant out of her wheelchair and into the back seat of either the rental car or now the Ford Flex and seat belt her into the vehicle. Because Claimant does not have the physical body strength to hold herself upright, the aide is required to physically support Claimant during any car ride.

27. Before hearing, Service Agency had not inquired of Father about how he was transporting Claimant while using the rental car or how, if at all, he was able to transport Claimant safely to required appointments or to social and recreational activities in the community, and in a way that accommodated for her multiple medical needs and maintained her dignity, in compliance with Claimant's IPP and the individual rights she is afforded under the Lanterman Act. Rather, contrary to her IPP and her individual rights, the evidence established Claimant has not been provided timely

services to ensure her safe transportation consistent with her IPP and which maintain her dignity and assure her medical and other needs are not jeopardized. Elementally, it is not safe for Claimant, a 25-year-old woman with multiple medical needs and in inability to support her own body weight, to be secured during vehicular transportation solely by a seat belt and the physical assistance of her aide. It is also not safe for Claimant's aide to be focused on supporting Claimant's body weight when, at any time, Claimant could experience an acute medical need, such as a seizure for which she would likely require the provision of oxygen. Regardless of the time it took to respond to Father's request for a van lift conversion, Service Agency had an obligation to ensure Claimant's individual rights under the Lanterman Act were honored and that she was not placed at risk due to the temporary absence of a service required by her IPP, the van lift conversion.

LEGAL CONCLUSIONS

Jurisdiction

1. The Lanterman Act governs this case. An administrative fair hearing to determine the rights and obligations of the parties is available under the Lanterman Act. (§§ 4700-4716.) Claimant requested a fair hearing to appeal Service Agency's denial of her request to have Service Agency fund van conversion costs in the amount of \$10,968 and rental care reimbursement costs of \$4,958.16. (Factual Findings 1-6.) Jurisdictional requirements have been met.

Burden and Standard of Proof

2. The party asserting a claim generally has the burden of proof in administrative proceedings. (See, e.g., *Lindsay v. San Diego County Retirement Bd.*

(1964) 231 Cal.App.2d 156, 161–162.) In this matter, Claimant bears the burden of proving, by a preponderance of the evidence, that Service Agency must pay for the requested service. (Evid. Code, §§ 115, 500.)

Regional Center Responsibilities

3. The state is responsible to provide services and supports for developmentally disabled individuals and their families. (§ 4501.) Regional centers are “charged with providing developmentally disabled persons with ‘access to the facilities and services best suited to them throughout their lifetime’ and with determining “the manner in which those services are to be rendered.” (*Association for Retarded Citizens v. Department of Developmental Services* (1985) 38 Cal.3d 384, 389, hereafter *ARC*, quoting from § 4620.)

4. A regional center must provide specialized services and supports toward the achievement and maintenance of the consumer’s independent, productive, and normal life that allows the consumer to “approximate the pattern of everyday living available to people without disabilities of the same age.” (§ 4501.)

5. Regional centers are responsible for conducting a planning process that results in an IPP, which must set forth goals and objectives for the consumer. (§§ 4512, subd. (b), 4646, 4646.5, subd. (a).)

6. To achieve the stated objectives of a consumer's IPP, the regional center must provide the consumer with needed services and supports which assist the consumer in achieving the greatest self-sufficiency possible and exercising personal choices which allow the consumer to interact with persons without disabilities in positive, meaningful ways. (§ 4648, subd. (a)(1).)

7. Though regional centers have wide discretion in how to implement the IPP, “they have no discretion in determining whether to implement: they must do so.” (*ARC*, 38 Cal.3d at p. 390, citing § 4648, subd. (a).)

Service Requirements

8. Persons with developmental disabilities shall have the right to dignity, privacy, and humane care; to social interaction and participation in community activities; to physical exercise and recreational opportunities; and to be free from harm, including unnecessary physical restraint, or isolation, excessive medication, abuse, or neglect. (§ 4502, subd. (b)(2) & (6)-(8).)

9. The services to be provided to any consumer must be individually suited to meet the unique needs of the individual client in question, and within the bounds of the law each consumer’s particular needs must be met. (See, e.g., §§ 4500.5, subd. (d), 4501, 4502, 4512, subd. (b), 4640.7, subd. (a), 4646, subd. (a), 4648, subd. (a)(1) & (a)(2).) The Lanterman Act assigns a priority to services that will maximize the consumer’s participation in the community. (§ 4646.5, subd. (a)(2).)

10. At the time of development or modification of a consumer's IPP, regional centers must ensure that generic services and supports are utilized when appropriate and that the family's responsibility for providing similar services and supports for a minor child without disabilities is considered, taking into account the consumer's need for extraordinary care, services, supports and supervision, and the need for timely access to this care. (§ 4646.4, subd. (a)(2) & (4); Cal. Code Regs., tit. 17, § 54326, subd. (d)(1).)

Funding for Services

11. Regional Centers must conform to their respective POS policies. (§ 4646.4, subd. (a)(1).)

12. Regional Center funds must not be used to supplant the budget or any agency which has a legal responsibility to serve a member of the general public. (§ 4648, subd. (a)(8).)

13. Regional Centers must pursue all possible sources of funding for services, including private insurance to the maximum it is liable for the costs of services or aid to the consumer. (§ 4659, subd. (a).)

14. Regional Center must not purchase any service that would otherwise be available from private insurance or a health care service plan when a client meets the criteria of this coverage but chooses not to pursue the coverage. (§ 4659, subd. (c).)

Consideration of Costs

15. Although regional centers are mandated to provide a wide range of services to implement the IPP, they must do so in a cost-effective manner, based on the needs and preferences of the consumer, or where appropriate, the consumer's family. (§§ 4512, subd. (b), 4640.7, subd. (b), 4646, subd. (a).)

16. When selecting a provider of consumer services or supports, the regional center and the consumer, or conservator, must, pursuant to the IPP, consider the following: a provider's ability to deliver quality services or supports that can accomplish all or part of the consumer's IPP; and a provider's success in achieving the objectives set forth in the individual program plan. "The cost of providing services or supports of comparable quality by different providers, if available, shall be reviewed,

and the least costly available provider of comparable service, . . . who is able to accomplish all or part of the consumer's individual program plan, consistent with the particular needs of the consumer and family as identified in the individual program plan, shall be selected.” (§ 4648, subd. (a)(6).)

17. If a needed service or support cannot be obtained from another source, a regional center must fund it. (*ARC*, supra, 38 Cal.3d at p. 390.) Generic resources shall be utilized first. A regional center is the provider of last resort. (*ARC*, *ibid.*)

Analysis

VAN LIFT CONVERSION

18. Per Claimant’s IPP she requires a van lift conversion to fulfill her service needs under the Lanterman Act. Claimant established by a preponderance of the evidence the delay in obtaining the necessary quotes for the van lift conversion was delayed by Service Agency’s unreasonable requirement that it obtain an itemized statement from Progressive. Despite Father’s repeated and accurate claims that Progressive would not provide such a statement, Service Agency delayed its formal response to Claimant’s request for Service Agency to fund her van lift conversion for three months. Ultimately, Service Agency and Claimant stipulated to the amount Service Agency will fund for Claimant’s new van lift conversion, \$9,822, which was based on a ratioed estimate provided by Progressive Insurance Adjuster Balil. (Factual Findings 7-14.)

RENTAL CAR COSTS

19. Claimant established Father has paid \$9840.30 in rental car costs, minus the \$1,440 in rental car cost reimbursements paid by Progressive, leaving \$8,400.30

outstanding. Claimant further established Father timely reported the insurance claim to Service Agency and timely responded to Service Agency's requests. The three-month delay in obtaining the quotes and the issuance of the NOA was not due to Father and was the cause for his extended rental car agreement with Enterprise. During the delay, Father incurred a portion of the claimed rental car fees; and an additional portion were incurred leading up to the fair hearing, through April 7, 2023, when Father purchased the Ford Flex. During this time, Claimant's IPP service requirement of the converted van, and her outcome goal regarding social and recreational activities, were not met; nor did Service Agency inquire of Father as to how or whether they were being met. Rather, in violation of her individual rights under the Lanterman Act, Claimant was transported in a manner that did not safely transport her to social or recreational activities or other events or appointments, exposed her to harm, and did not maintain her dignity. (Factual Findings 20-27.)

20. Contrary to Service Agency's reliance on section 4659 and its assertions in the NOA and its Position Statement, during the period for which Claimant requests rental car costs generic or other private resources were not available to pay for Claimant's rental car costs. However, section 4646.4 provides that Service Agency is not required to pay for the family's responsibility for providing similar services and supports for a minor child without disabilities. Generally, a family involved in a car accident would be responsible for paying for rental car costs, and it must be considered that Father, individually, utilized the rental car and Service Agency is not required to fund his personal use of the rental car. However, taking into account Claimant's need for extraordinary supports, namely the van lift conversion, the length of time Father was required to rent the vehicle was not solely a responsibility of a parent of an individual without a disability. Rather, based on delay in obtaining the quotes and issuing the NOA, and Claimant's need for van lift conversion as required in

her IPP, it is reasonable and appropriate to attribute half of a specified portion of Father's rental car costs to Father and half to Service Agency to pay on behalf of Claimant. (Factual Findings 7-27.)

21. Based on the foregoing, Service Agency is ordered to pay half of Father's rental car costs, the half attributable to Claimant's need and use of the rental car, as follows:

- Regarding the first invoice covering the period of November 7 through December 12, 2022, Service Agency is not responsible for this portion of the rental car costs as Father had not yet notified Service Agency of the accident. However, the Enterprise rental car reimbursement of \$1,440 is applied to this invoice.
- As to the second invoice, covering December 12, 2022, through January 23, 2023, in the amount of \$2,201.81, Service Agency is responsible for paying half of the invoice covering December 15, 2022, the date by which Service Agency knew the vehicle was totaled, through to January 23, 2023, a total of 39 days. The receipt for this period shows the rental care rate was \$46.74 (\$1,822.86), and that Enterprise charged a 10 percent tax (\$182.29) and a \$1.01 daily fee (\$39.39), totaling \$2,044.54. Service Agency's portion of this invoice is \$1,022.27.
- As to the third invoice, covering January 23 through March 20, 2023, in the amount of \$2,935.74, Service Agency is responsible for paying half of this total, \$1,467.87.
- As to the fourth invoice, covering March 20 through May 10, 2023, Service Agency is responsible for half of the amount of these costs during the

period of March 20 through April 7, 2023, amounting to 18 days. The receipt for this period (Exh. A, p. B5) shows the rental car rate was \$46.99 per day (\$845.82), and that Enterprise charged a 10 percent tax (\$84.58) and a daily fee of \$1.36 (\$24.48), totaling \$954.88. Service Agency's portion of this receipt is \$477.44.

- Based on the foregoing, Service Agency is responsible for paying Claimant \$2,967.58 for reimbursement of rental car costs.

ORDER

Claimant's appeal is granted in part.

1. Service Agency is ordered fund Claimant's costs of van lift conversion in the amount of \$9,822.

2. Service Agency is ordered to pay Claimant \$2,967.58 for reimbursement of Claimant's rental car expenses.

DATE:

CHANTAL M. SAMPOGNA
Administrative Law Judge
Office of Administrative Hearings

NOTICE

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