

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

In the Matter of:

CLAIMANT

and

SOUTH CENTRAL LOS ANGELES REGIONAL CENTER,

Service Agency

DDS No. CS0038463

OAH No. 2026070621

DECISION

Thomas Heller, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter on August 10, 2026, in Los Angeles, California.

Claimant attended the hearing and was represented by her boyfriend, whom she designated as her authorized representative. Their names are not used in this decision for privacy reasons.

Tami Summerville, Fair Hearings & Governmental Affairs Manager, represented the South Central Los Angeles Regional Center (SCLARC).

Oral and documentary evidence was received. The record was closed, and the matter was submitted for decision on August 10, 2026.

ISSUE

Whether a 30-day termination notice of Claimant's Supported Living Services (SLS) provider was improper and entitles Claimant to relief against SCLARC.

EVIDENCE RELIED UPON

SCLARC's evidence: exhibits 1-7; testimony of Jesus Evelyn Gonzalez and Teodoro Bilbao.

Claimant's evidence: exhibits A-D, F-M, O-W, Y, AA, and BB; testimony of Claimant's boyfriend. Claimant herself did not testify.

After the hearing, Claimant uploaded additional documents to Case Center, the electronic case management system used for exhibits. Those additional documents were not requested or authorized to be submitted, and they are not included as exhibits in the appeal.

FACTUAL FINDINGS

Background

1. The Department of Developmental Services (Department) administers the Lanterman Developmental Disabilities Services Act (the Lanterman Act or the Act) to ensure that necessary services and supports are provided to persons with

developmental disabilities “to support their integration into the mainstream life of the community.” (Welf. & Inst. Code, §§ 4500, 4501.) SCLARC is one of 21 nonprofit regional centers established by the Act to “evaluate the developmentally disabled persons (whom the Act calls ‘consumers’), develop individually tailored plans for their care, enter into contracts with direct service providers to provide the services and support set forth in the plans, and monitor the implementation of those contracts and the consumers’ plans. [Citations.]” (*Shalghoun v. North Los Angeles County Regional Center, Inc.* (2024) 99 Cal.App.5th 929, 937 (*Shalgoun*)). Each regional center serves consumers within a particular geographic area of the state known as a “service catchment area,” as specified in a contract with the Department. (Welf. & Inst. Code, §§ 4620, subd. (a), 4640, subd. (a); Cal. Code Regs., tit. 17, § 54302, subd. (a)(58).)

2. Claimant is a 27-year-old woman who is a Lanterman Act consumer. In January 2026, Claimant moved out of a residential facility to live independently in SCLARC’s catchment area with the support of an SLS vendor and in-home supportive services (IHSS). SCLARC has funded the SLS services for Claimant, and her boyfriend is her IHSS provider.

3. Claimant was unhappy with the first SLS vendor (Congregate Connect), and a worker for the replacement vendor (Supporting Hands) committed an egregious health and safety violation by defecating and/or urinating in a bucket and then emptying the bucket into Claimant’s kitchen sink, an incident that was captured on video. Claimant complained to SCLARC about the violation, and about a second worker dancing inappropriately while on duty. SCLARC determined the complaints were substantiated, apologized to Claimant for the distress she experienced, and stated Supporting Hands had fired the first worker and taken lesser disciplinary action against the second worker. SCLARC also stated it would cite Supporting Hands for the

violations. Separately, SCLARC also provided Claimant with a list of three alternate SLS vendors, from which Claimant chose Empire Care Supported Living Services (Empire) as the replacement vendor.

4. On or about July 7, 2026, SCLARC approved funding for 647 hours per month of SLS for Claimant, with Empire as the replacement vendor. Claimant wanted to move out immediately from the apartment where Supporting Hands was the SLS vendor, and Empire placed her temporarily in a hotel room in Whittier, California. But on July 13, 2026, Empire sent Claimant and SCLARC a 30-day notice that it would discontinue providing services to Claimant effective August 12, 2026, deciding to do so “after careful consideration of ongoing concerns regarding the health, safety, and welfare of all parties involved in service delivery.” (Exhibit 3.) According to the notice, “[d]uring the course of services, there have been incidents involving threats toward staff members, statements of self-harm while under agency supervision, and conduct that has created an unsafe and disruptive environment for service provision.” (*Ibid.*)

5. On July 14, 2025, Claimant’s Service Coordinator, Jesus Evelyn Gonzalez, emailed Claimant and her boyfriend asking to speak with Claimant “to ensure she understands her housing situation. If she has not secured another place to live by the end of the 30-day notice period, she will no longer have housing unless she chooses to pursue placement in a board and care facility.” (Exhibit G, p. B62.) Later that day, Claimant filed an appeal with SCLARC of “the bad-faith 30-day service termination notice issued by . . . Empire Care, as well as [SCLARC’s] failure to secure a safe, continuous SLS transition plan.” (Exhibit 2.) According to the appeal request, “SCLARC is refusing to stop this retaliatory eviction and has put in writing that the client ‘will no longer have housing’ unless she surrenders her right to SLS services and moves into a Board and Care.” (*Ibid.*) For a remedy, Claimant requested “[a]n immediate ‘Aid Paid

Pending' (Stay Put) order blocking the 30-day notice and preventing any forced relocation to a shelter or Board and Care," and "demand[ed] that SCLARC fulfill its statutory mandate to immediately secure a safe, stable, and appropriate alternative SLS vendor to transition [her] without a gap or reduction in care." (*Ibid.*)

6. On July 15, 2026, Ms. Gonzalez emailed Claimant a list of three SLS replacement vendors, stating that Gonzalez had sent referral packages for Claimant to each vendor. Claimant's boyfriend replied that the new SLS referrals did not resolve the appeal request, or a separate retaliation complaint that Claimant had filed against SCLARC under Welfare and Institutions Code section 4731.

7. At a meeting with SCLARC on July 29, 2026, Claimant indicated she was moving out of SCLARC's catchment area and into the San Gabriel/Pomona Regional Center's (SGPRC) catchment area. SCLARC representatives provided options for a new SLS provider if Claimant remained in SCLARC's catchment area, and they also discussed options for residential placement. Claimant declined those offers.

8. In early August 2026, Claimant moved into a hotel in Pomona, California, and tried to transfer her case to SGPRC. As of the hearing date, SGPRC had not accepted the transfer. Empire continued to fund Claimant's hotel lodging after the move to the hotel in Pomona.

Hearing

9. SCLARC called Ms. Gonzalez and Teodoro Bilbao, SCLARC's chief of case management for its adult department, to testify about Claimant's appeal. Ms. Gonzalez testified that SCLARC never issued a notice of action to deny, reduce, suspend, or terminate any SLS funding to Claimant. According to Ms. Gonzalez, SCLARC is willing to provide another replacement SLS vendor to Claimant, but Claimant has rejected the

offer. SCLARC can also offer 21-day respite in residential care, or longer-term board and care in SCLARC's catchment area.

10. Mr. Bilbao expressed his belief that a 21-day respite placement was the best option for Claimant. This would allow her case to stabilize, which would help with Claimant's stated desire to transfer her case to SGPRC. According to Mr. Bilbao, SCLARC is willing to help with the transfer, but it cannot force SGPRC to accept Claimant's case, which is "unstable" due to her temporary housing situation.

11. Claimant's boyfriend testified that Claimant wants to stay in the hotel in Pomona while awaiting transfer of the case to SGPRC. In Claimant's view, SCLARC should be ordered to pay for the hotel until the transfer, which SCLARC should also be ordered to "actively facilitate." Claimant believes SCLARC is retaliating against her, and she disputes the accuracy of Empire's allegations in the 30-day notice that she has created any health and safety risk.

12. Considering the evidence, Claimant has not shown that SCLARC denied, reduced, suspended, or terminated funding for SLS. Rather, Empire independently exercised its right to terminate services pursuant to the vendor-provider relationship. The vendor's decision to terminate services was made by the provider and was not a funding decision of SCLARC. Claimant's contention that the termination reflects some form of retaliation or other wrongdoing on SCLARC's behalf lacks evidentiary support.

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LEGAL CONCLUSIONS

Legal Standards

1. Disputes about the rights of disabled persons to receive services and supports under the Lanterman Act are decided under the fair hearing and appeal procedures in the Act. (Welf. & Inst. Code, § 4706, subd. (a).) "'Services and supports for persons with developmental disabilities' means specialized services and supports or special adaptations of generic services and supports directed toward the alleviation of a developmental disability or toward the social, personal, physical, or economic habilitation or rehabilitation of an individual with a developmental disability, or toward the achievement and maintenance of an independent, productive, and normal life." (Welf & Inst. Code, § 4512, subd. (b).) The determination of Claimant's services and supports "shall be made on the basis of the needs and preferences of the consumer or, when appropriate, the consumer's family, and shall include consideration of a range of service options proposed by individual program plan participants, the effectiveness of each option in meeting the goals stated in the individual program plan, and the cost-effectiveness of each option." (*Ibid.*; see also Welf. & Inst. Code, § 4646, subd. (a).)

2. As relevant here, the services and supports for persons with developmental disabilities may include "supported living arrangements." (Welf & Inst. Code, § 4512, subd. (b).) But "[r]egional centers do not *themselves* directly provide any services or support to consumers. [Citations.] Instead, they *coordinate* the provision of services and support by entering into contracts with 'direct service providers' – that is, the entities who actually provide . . . [the] services and support that the consumers need. [Citations.]" (*Shalgoun, supra*, 99 Cal.App.5th at p. 942, emphasis in original.) Furthermore, the Lanterman Act does not require a specific vendor to continue

providing services to a consumer indefinitely. Instead, vendors may choose to discontinue services to consumers, subject to applicable notice requirements. (See, e.g., Cal. Code Regs., tit. 17, § 56718.)

3. Claimant contends that SCLARC has violated her rights by virtue of Empire's 30-day notice of termination of services. As the party asserting the affirmative, Claimant bears the burden of proof. (See Evid. Code, § 500; *In re Conservatorship of Hume* (2006) 140 Cal.App.4th 1385, 1388.) The burden of proof requires proof by a preponderance of the evidence, because nothing in the Lanterman Act or another law provides otherwise. (Evid. Code, § 115 ["Except as otherwise provided by law, the burden of proof requires proof by a preponderance of the evidence."].)

Analysis

4. The evidence presented does not show a basis for granting this appeal. SCLARC has not denied, reduced, suspended, or terminated funding for SLS for Claimant, either through a Notice of Action or otherwise. Rather, Empire independently exercised its right to terminate services pursuant to the vendor-provider relationship.

5. When SCLARC became aware of Empire's intent to terminate services, SCLARC continued to recognize Claimant's need for SLS and did not determine that SLS was no longer necessary for her. Instead, SCLARC worked to identify alternative service options to address Claimant's ongoing needs. SCLARC presented several options to Claimant, but as of the hearing date, she had declined those options. Furthermore, SCLARC has stated its willingness to assist Claimant in her desire to transfer her case to SGPRC.

6. The record does not support Claimant's contention that these actions of SCLARC were unreasonable or taken for a retaliatory reason. Furthermore, the violations that Claimant experienced while Supporting Hands was her SLS vendor is not a basis for granting this appeal. Supporting Hands is no longer Claimant's SLS vendor, and SCLARC investigated and addressed those violations in a separate complaint proceeding.

7. Accordingly, the evidence presented does not show any action of SCLARC that entitles Claimant to the relief she requests.

ORDER

Claimant's appeal is denied.

DATE:

THOMAS HELLER
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 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.