

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

In the Matter of:

CLAIMANT,

vs.

NORTH LOS ANGELES COUNTY REGIONAL CENTER,

Service Agency

OAH No. 2019070362

Decision

Cindy F. Forman, Administrative Law Judge, Office of Administrative Hearings, heard this matter on August 21, 2019, in Chatsworth, California.

Aaron Abramowitz, Esq., Enright & Ocheltree, LLP, represented North Los Angeles County Regional Center (NLACRC or Service Agency).

Karen B. Siteman, Esq., represented claimant, who was present throughout the hearing.¹ Ms. Siteman is also claimant's stepmother.

¹ Claimant is identified by his title to protect his privacy.

Oral and documentary evidence was received and arguments heard. The record was kept open until August 28, 2019, to allow the parties to file closing briefs. The parties timely filed their briefs; Service Agency's brief was marked as Exhibit 6, and claimant's brief was marked as Exhibit F. The record was closed and the matter was submitted for decision on August 28, 2019.

ISSUE PRESENTED

Should Service Agency fund the cost of Claimant's vocational program at Exceptional Minds for the 2019 to 2020, 2020 to 2021, and 2021 to 2022 school years?²

FACTUAL FINDINGS

1. Claimant is a 28-year-old unconserved Service Agency consumer with a qualifying diagnosis of autism. Claimant first became a Service Agency consumer in 2000. He re-entered the regional center system in late 2018, when he requested assistance in obtaining medical care. He resides with his father.

² In his brief submitted at the hearing, claimant also requests that Service Agency fund "any additional training he may require beyond his anticipated graduation date of June 2022." (Ex. A, p. 1.) This request was not defined as the subject issue at the start of the hearing, and this Decision does not address Service Agency's responsibility, if any, to fund training required by claimant after June 2022.

2. Claimant is currently unemployed, and he does not participate in any vocational program. Claimant helps with household chores, but he would like to gain skills to help him become more independent and to be able to live on his own. He is only comfortable traveling to familiar settings. He is in good health and does not take any prescription medications. Claimant can take care of himself, although he requires reminders to perform personal care activities. Claimant can verbally communicate and express his needs. He has an emotional outburst at least once a week.

3. In his Individual Program Plan (IPP) dated February 13, 2019, claimant's strengths are noted to be his creativity and passion for art. According to the IPP, claimant "sees himself having a career where he is able to be creative along with a career that could allow him to help others." (Ex. 3, p.1.) His ideal careers include working as an illustrator, director and a basketball scout. Through his IPP, claimant requested assistance with independent living skills, and it was agreed that he would receive up to 10 hours per month of Independent Life Skills (ILS) services from PathPoint.

4. Claimant graduated from high school and attended Columbia College in Chicago for a period of time not established by the evidence. When claimant started college, he was provided extra support from the Disabilities Assistance Program. However, once that support was discontinued, claimant fell behind academically. He became fearful he would fail, and claimant dropped out about three years ago. Claimant then moved home to live with his father. Once at home, claimant began drawing and illustrating hundreds of characters, and developed a talent and passion for art.

5. After meeting with his ILS counselor, claimant began to explore possible programs to further develop his artistic skills and assist him in pursuing a career in

illustration and drawing. These programs included those offered by Tierra Del Sol Foundation and Exceptional Minds. Claimant did not explore traditional college courses because of his prior unsuccessful experience at Columbia College. Claimant was aware at the time that Exceptional Minds was not vendored with NLACRC.

6. Claimant testified that the program offered by Tierra Del Sol was not acceptable because it catered to students who had a much lower functioning capacity, and claimant felt he was over-qualified. He liked Exceptional Minds because of the sophistication of the program, its tailored approach to people with autism, its vocational emphasis, and its job-placement services. Claimant enrolled in a summer program at Exceptional Minds and excelled there. Claimant also applied for admission to the full-time three-year program at Exceptional Minds, and he has been accepted into the program, starting in September 2019. According to claimant's closing brief, tuition for the three-year program remains unpaid.

7. Claimant has requested that NLCRC fund his tuition for the three-year program at Exceptional Minds. (No request has been made to reimburse claimant for his participation in the Exceptional Minds summer program.) In a letter dated June 27, 2019, Service Agency denied claimant's request, asserting NLACRC lacked statutory authority to approve claimant's request for tuition funding because Exceptional Minds was neither currently vendored by nor contracted with the regional center. Consequently, NLACRC did not have a payment mechanism available to compensate the program for services provided to its consumers. Service Agency cited Welfare and Institutions Code (Code) section 4648, subdivision (a)(3)(A) and (B), and California

Code of Regulations, title 17,³ sections 50602, 50607 and 54302, subdivision (a)(78), as support for its position. In addition, Service Agency recommended alternative programs at Pierce College and West Valley Occupational Center.

8. Claimant appealed Service Agency's denial, and this hearing followed.

9. 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 full-time program and job placement services. The program is designed specifically for consumers with autism, who are more high functioning and do not present serious behavior issues. Instruction and other services are based on Applied Behavior Analysis (ABA) principles. Class size is limited, and the teacher-student ratio is small. 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. Students also learn the social skills needed to interview for jobs and maintain professional relationships while employed in the entertainment industry. Exceptional Minds not only places its students with entertainment companies, but it also has several in-house studios that employ graduates to work on editing and post-production work on major films and television shows. Benjamin Maixner (Maixner), the Program Manager at Exceptional Minds who testified at the hearing, was not able to

³ All further references to Regulations (also Regs.) are to title 17 of the California Code of Regulations.

identify any competing programs that provide the same educational and vocational services as Exceptional Minds.

10. The efficacy and appropriateness of the Exceptional Minds program for claimant was established by a preponderance of the evidence, and was not challenged by Service Agency. Claimant's IPP goals can be implemented by attendance at Exceptional Minds, in that he is receiving training in his preferred vocation and is likely to obtain some sort of employment in that field after he graduates. Service Agency acknowledged that Exceptional Minds was a beneficial program for claimant and that the program was unique in its approach and the services it offered.

11. Exceptional Minds is not presently vendored by NLACRC. Maixner testified that Exceptional Minds is intent on pursuing vendorization, which represents a marked policy change from the past. According to Maixner, Exceptional Minds has commenced the vendoring process with NLACRC, and they are currently near the end of the Program Design phase of the process. Anna Polin, NLACRC Resource Developer, who testified at the hearing, confirmed that Exceptional Minds' vendor application was in the Program Design Phase, but the process was taking longer than expected. Maixner acknowledged that the delay was his responsibility, and he indicated that he would be able to present the Program Design by the end of August 2019.

12. Official notice was taken of several OAH decisions (OAH Case Nos. 2015030450, 2015040270, 2016020673, 2017080281, 2018060337) submitted by claimant in which NLACRC, Inland Regional Center, and Harbor Regional Center were ordered to pay tuition at Exceptional Minds for regional center clients. In another decision, it was noted that Westside Regional Center provided one of its clients with a day program at Exceptional Minds. Official notice was also taken of another OAH decision (OAH 2017050061) submitted by Service Agency, which denied an NLACRC's

consumer's request for funding of Exceptional Mind's tuition. The decisions date back to 2015, and no evidence was offered as to whether the parties ever challenged the decisions by way of a mandate petition in superior court. In the absence of such challenge, the factual findings contained therein are binding, although the legal conclusions have no precedential value in this proceeding. (See *Harbor Regional Center v. Office of Administrative Hearings* (2012) 210 Cal.App.4th 293, 305 [failure to exhaust administrative remedies renders factual findings in OAH decisions final and binding].)

LEGAL CONCLUSIONS

Burden and Standard of Proof

1. The standard of proof in this case is the preponderance of the evidence, because no law or statute requires otherwise. (Evid. Code, § 115.)

2. The party seeking government benefits or services bears the burden of proof. (*Lindsay v. San Diego County Retirement Bd.* (1964) 231 Cal.App.2d 156, 161.) In this case, claimant requests funding that Service Agency has not before agreed to provide, and therefore claimant has the burden of proving by a preponderance of the evidence that he is entitled to that funding.

Applicable Law

3. The Lanterman Developmental Disabilities Services Act (Lanterman Act) governs this case. (Code, §§ 4500 et seq.) In enacting the Lanterman Act, the Legislature accepted its responsibility to provide for the needs of developmentally disabled individuals, and recognized that "[a]n array of services and supports should

be established which is sufficiently complete to meet the needs and choices of each person with developmental disabilities, regardless of age or degree of disability, and at each stage of life and to support their integration into the mainstream life of the community." (Code, § 4501.)

4. The Lanterman Act defines the services and supports to be provided to eligible consumers as "specialized services and supports or special adaptations of generic services and supports directed toward the alleviation of a developmental disability or toward the social, personal, physical, or economic habilitation or rehabilitation of an individual with a developmental disability, or toward the achievement and maintenance of independent, productive, and normal lives." (Code, § 4512, subd. (b).) Such services and supports include, but are not limited to, training, education, supported and sheltered employment, community integration services, community support, daily living skills training, and social skills training. (*Ibid.*)

5. Code section 4640.7, subdivision (a), provides: "It is the intent of the Legislature that regional centers assist persons with developmental disabilities and their families in securing those services and supports which maximize opportunities and choices for living, working, learning, and recreating in the community."

6. A regional center is required to secure services and supports that meet the needs of the consumer, as determined in the consumer's IPP. (Code, § 4648, subd. (a)(1).) The services and supports necessary to achieve the claimant's IPP goal and objectives can be provided from "vendors, contracted providers, generic service agencies and natural supports." (Code, § 4646.5, subd. (a)(5).)

7. A regional center may purchase services or supports for a consumer pursuant to Code section 4648, which provides in pertinent part as follows:

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.

[¶] . . . [¶]

(3) A regional center may, pursuant to vendorization or a contract, purchase services or supports for a consumer from an 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. [11] . . . [11]

(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.

8. Consistent with the legislative mandate, the Department developed regulations to govern vendorization, which are found in Regulations, section 54300 et seq.

9. Code section 4648.1, subdivision (a), provides that "[t]he State Department of Developmental Services and regional centers may monitor services and supports purchased for regional center consumers with or without prior notice." The statute 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. (Code, § 4648.1, subd. (d).)

10. Code section 4651, subdivisions (a) and (b), read as follows:

(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 department shall encourage and assist regional centers to use innovative programs, techniques, and staffing arrangements to carry out their responsibilities.

11. Code section 4869, subdivision (a), provides, in pertinent part: "it is the policy of the state that opportunities for integrated, competitive employment shall be

given the highest priority for working age individuals with developmental disabilities, regardless of the severity of their disabilities. This policy shall be known as the Employment First Policy." A regional consumer may participate in "[p]ostsecondary education, technical or vocational training, and internship programs . . . as a means to achieve integrated competitive employment or career advancement." (Code, § 4689, subd. (a)(4).)

12. Regulations, section 50612, states in pertinent part:

- (a) A purchase of service authorization shall be obtained from the regional center for all services purchased out of center funds. This requirement may be satisfied if the information is provided, sent, or delivered, as the case may be, in an electronic record capable of retention by the recipient at the time of receipt.
- (b) The authorization shall be in advance of the provision of service, except as follows:
 - (1) A retroactive authorization shall be allowed for emergency services if services are rendered by a vendored service provider [¶] . . . [¶]

Analysis

13. Exceptional Minds meets claimant's individual goals and needs identified in the IPP. Service Agency acknowledged that Exceptional Minds is a unique resource from which claimant benefits. It also provides job placement services and vocational opportunities that other programs lack. No other program meets all of claimant's

needs. 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.

14. The issue in this proceeding is whether, despite the undisputed unique benefits afforded to claimant by Exceptional Minds, NLACRC can fund claimant's tuition to the program given Exceptional Minds' non-vendor status. Resolution of the issue depends on interpretation of Code section 4648, subdivision (a)(3), specifically the language stating that a regional center "may, pursuant to vendorization or a contract, purchase services or supports" from an individual or agency to best accomplish goals set forth in the consumer's IPP. There is no case law specifically interpreting the statute, and the interrelationship of the relevant statutes and regulations is conflicting. Claimant contends that the "or contract" language in the statute create a separate and distinct funding mechanism from "vendorization." Service Agency contends that the statutory language must be read in conjunction with other sections of the Lanterman Act and relevant regulations, and therefore the "contract" must be one with an entity already vendored. Under the circumstances presented here, combined with the statutory and regulatory language and the policies of the Lanterman Act, claimant's interpretation is the better one, as further explained in Legal Conclusions 15 through 17 below.

15A. The language of section 4648, subdivision (a)(3), clearly and unambiguously 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 Code section 4648, subsections (a)(3)(A) ("vendorization or contracting") and (a)(3)(B)

("vendored or contracted service)." In addition, Code section 4648, subdivision (a)(4), permits the purchase of services via "contract" or "voucher." Distinctions between vendors and contracted providers are also found in other Lanterman Act provisions. (See Code, sections 4641.5 ["all vendors and contracted providers shall submit all billings electronically"]; 4646.5, subd. (a)(5) [the IPP shall all providers, including "vendors, contracted providers, generic service agencies, and natural supports"].)

15B. Service Agency argues that the contract alternative identified in Code section 4648, subdivision (a)(3), pertains only to individual contracts between regional centers and entities that have already been vendored. (Service Agency Brief, pp. 3–4.) In support, Service Agency points to the definition of "service contract" in Regulations, section 54302, subdivision (a)(60), which refers to an agreement between a regional center and a vendor regarding the level of payment and units of service provided to regional consumers. However, 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.

15C. Those principles of statutory construction support claimant's interpretation of section 4648, subdivision (a)(3). As the Supreme Court has repeatedly held, 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 (*Hughes*); *California Teachers Assn. v. Governing Bd. of Rialto Unified School Dist.* (1997) 14 Cal.4th 627, 632 (*Rialto*); *People v. Hull* (1991) 1 Cal.4th 266, 271 (*Hull*); *Steketee v. Lintz, Williams & Rothberg* (1985) 38 Cal.3d 46, 51-52 (*Steketee*).) The first step in determining legislative intent is to scrutinize the actual words of the statute, giving them a plain and commonsense meaning. (*Hughes, supra*, 17 Cal.4th at p. 775;

Rialto, supra, 14 Cal.4th at 633; *Steketee, supra*, 38 Cal.3d at p. 51.) “If the terms of the statute are unambiguous, we presume the lawmakers meant what they said, and the plain meaning of the language governs. [Citation omitted.]” (*Estate of Griswold* (2001) 25 Cal.4th 904, 911; see also *Scher v. Burke* (2017) 3 Cal.5th 136, 148 [where statutory text is unambiguous and provides a clear answer, courts need go no further in construing the statute].) In addition, each and every word in the statute must be given meaning to accomplish a result consistent with the legislative purpose. (*Hughes, supra*, 17 Cal.4th at p. 775; *Rialto, supra*, 14 Cal.4th 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].” (*Hull, supra*, 1 Cal.4th at p. 272.) Further, a construction that renders language of the enactment superfluous must be avoided. (*Rialto, supra*, 14 Cal.4th at pp. 633-634; *Shoemaker v. Myers* (1990) 52 Cal.3d 1, 22.)

16A. Allowing NLACRC to fund Exceptional Minds tuition through contract is also consistent with the goals of the Lanterman Act. Service Agency contends that those goals not only empower regional center consumers to choose programs that meet their individual needs, but also require that the programs provide “quality direct services.” (Service Agency Brief, p. 1.) Thus, according to Service Agency, section 4648, subdivision (a)(3), which permits a service agency to pay for a program either through vendorization or a contract, must be read narrowly to ensure a regional center consumer is adequately protected. Such a construction, Service Agency argues, is supported by the regulations governing vendorization. As an example, Service Agency points to the definition of “service provider,” set forth in Regulations, section 50602, subdivision (o), as a person, program, or any other entity “vendored to provide services to regional center consumers.” In turn, “vendored” is defined in Regulations, section 50602, subdivision (t), as the “successful completion of the process used to determine whether an applicant meets all legal and regulatory requirements to

provide service to regional center consumers.” According to that subdivision, vendorization must be completed in order for a program or facility to receive payment from a regional center for services provided to a regional center consumer.

16B. Nonetheless, nothing in the Regulations pertaining to vendorization expressly limits or prohibits regional centers from contracting with non-vendors. In addition, both the Lanterman Act and the Regulations expressly permit payment by vouchers, whose recipients are not required to be vendored. (See Code, § 4512, subd. (i); Regs. § 54335.) Service Agency argues payment vouchers are limited to the categories set forth in Regulations, section 54335, subdivision a, i.e., diapers, nutritional supplements, day care, nursing, respite, and/or transportation services. Consequently, according to Service Agency, NLACRC cannot use vouchers to pay Exceptional Minds because it does not fall into any of these categories. Service Agency based its argument on the maxim of *expressio unius est exclusion alterius*, a rule of statutory construction whereby “the mention of one thing implies the exclusion of another.” (Service Agency Brief, p. 6.) However, the maxim’s application is limited, and it is not to be used “where no manifest reason exists why other persons or things than those enumerated should not be included and thus exclusion would result in injustice” or “where its operation would contradict a discernible and contrary legislative intent,” circumstances both present here. (*In re Sabrina H.* (2007) 149 Cal.App.4th 1403, 1411, citations omitted; see also *Dyna-Med Inc. v. Fair Employment and Housing Comm.* (1987) 43 Cal.3d 1379, 1391 [“canons of construction are mere guides and will not be applied so as to defeat the underlying legislative intent otherwise determined”].)

16C. Service Agency has also not offered any evidence that Exceptional Minds has failed to provide “quality direct services” or is taking undue advantage of regional center consumers. Based on the officially noticed OAH decisions, regional center

consumers, including NLACRC clients, have been attending the Exceptional Minds program for at least four years. In no instance, has any regional center offered evidence of any malfeasance, negligence, or poor record-keeping by Exceptional Minds or of any complaints from any regional center students or their families. In addition, Code section 4648.1 provides NLACRC with certain audit and oversight authority, regardless of whether the purchased service is being provided pursuant to vendorization or contract, to ensure the consumer protection and public funds oversight goals of the Lanterman Act are met.

17. 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.) Reading the Regulations and Code section 4648, subdivision (a), as Service Agency insists, brings them directly in conflict with other provisions that go to the very heart of the Lanterman Act: the provision of individualized services in an innovative and flexible manner to regional center consumers, particularly to assist in their goal to obtain vocational training and maintain integrated, competitive employment. (Code, § 4869.) Allowing an alternative to vendorization where appropriate furthers the Legislature's intent of encouraging innovation, especially in the employment area, as new providers or new services may not initially fit into one of the established ways of providing services or paying for them. The courts have repeatedly endorsed innovative and flexible approaches in meeting the unique needs and goals of regional center consumers, notwithstanding the presence of countervailing regulations. (See *Williams v. Macomber* (1990) 226 Cal.App.3d 225 (as modified on January 4, 1991) [rejecting regional center's strict compliance with its purchase of services policies as contrary to the Lanterman Act and ordering regional center to consider all relevant circumstances in determining eligibility of consumer for day-care services]; *Harbor Regional Center, supra*, 210

Cal.App.4th 293 [upholding payment of more than the maximum rate allowed for respite providers, pointing to the Lanterman Act's focus on flexibility and creativity in crafting solutions to address the individual needs of developmentally disabled persons].)

18A. Under Regulations, section 50612, a purchase of service authorization must be obtained from the regional center for all services purchased out of regional center funds. Thus, Exceptional Minds cannot be funded by NLACRC without obtaining a purchase of service authorization. Under subdivision (b) of the statute, the authorization must be obtained before the provision of services unless certain conditions are satisfied.

18B. Service Agency contends that any payment of respondent's 2019-2020 tuition at this time constitutes a refund for retroactive payment, which is precluded under Regulations, section 50612, subdivision (b). However, at the time claimant made his request for tuition funding, claimant had not paid any tuition to Exceptional Minds, and claimant represented in his closing brief that tuition remains unpaid. In addition, as of the date of the hearing, claimant had not started classes for the 2019 to 2020 school year; therefore, he had yet to receive services from Exceptional Minds. Consequently, claimant's request cannot be considered one for retroactive funding of such services, and the requirements set forth in Regulations, section 50612, subdivision (b)(1), have not been triggered.

19. In sum, there is no statutory provision prohibiting services under the Lanterman Act from being provided by a non-vendored provider so long as a contract is procured. Such an interpretation is in keeping with other provisions of the Lanterman Act, which encourage regional centers to employ innovative programs and techniques, find innovative and economical ways to achieve IPP goals, and utilize

innovative service-delivery mechanisms. Thus, it cannot be concluded, as Service Agency urges, that no mechanism exists for purchasing services from Exceptional Minds.

20. It is not known when the vendorization of Exceptional Minds will be completed. Accordingly, pursuant to Factual Findings 1 through 12 and Legal Conclusions 1 through 19, LACRC shall provide funding for tuition for claimant's participation in the three-year Exceptional Minds program pursuant to a contract consistent with the goals of the Lanterman Act as well as with state laws and regulations generally applicable to the provision of services funded under the Lanterman Act. As Exceptional Minds has already taken steps to become vendored by NLACRC, its acceptance of the application of those laws and regulations to its services is presumed. In addition, provisions of the Lanterman Act, including Code section 4648, subdivision (a)(4), afford LACRC flexibility to pay the rate necessary for claimant to attend Exceptional Minds, even if the rate is higher than the approved rate, at least on an interim basis.

ORDER

Claimant's appeal is granted. Service Agency shall fund claimant's tuition for Exceptional Minds for the 2019 to 2020, 2020 to 2021, and 2021 to 2022 school years pursuant to a contract consistent with the goals of the Lanterman Act as well as with state laws and regulations generally applicable to the provision of services funded

under the Lanterman Act. The refund of any tuition payment by or on behalf of claimant for the 2019-2020 school year shall not be considered a retroactive reimbursement.

DATE:

CINDY F. FORMAN

Administrative Law Judge

Office of Administrative Hearin

NOTICE

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