

**BEFORE THE  
DEPARTMENT OF DEVELOPMENTAL SERVICES  
STATE OF CALIFORNIA**

**In the Matter of:**

**CLAIMANT,**

**vs.**

**NORTH LOS ANGELES COUNTY REGIONAL CENTER,**

**Service Agency.**

**OAH No. 2023081026**

**DDS No. CS0009039**

**PROPOSED DECISION**

Irina Tentser, Administrative Law Judge, Office of Administrative Hearings (OAH), State of California, heard this matter by videoconference on December 5 and 6, 2023.

Claimant was not present. Claimant was represented by his friend/legal advocate/stepfather (Advocate) and Amy Larsen, Claimant's authorized representatives and advocates. (Family titles are used to protect the privacy of Claimant and his family).

North Los Angeles County Regional Center (NLACRC or Service Agency) was represented by Stella Dorian, NLACRC Due Process Officer.

Testimonial and documentary evidence was received. The record closed and the matter was submitted for decision on December 6, 2023.

While drafting this decision, the ALJ redacted confidential personal information, such as Claimant's date of birth, from the documentary evidence.

## **ISSUES**

1. Whether NLACRC should reimburse Claimant for the cost of Amy Larsen's (Ms. Larsen) services at Individual Program Plan (IPP) meetings on August 9, 2023, and August 14, 2023, in the respective amounts of \$325 per IPP meeting, for a total of \$650.

2. Whether NLACRC must fund for advocacy support for Claimant by Ms. Larsen in the amount of \$6,000, either through the Self Determination Program (SDP) or through the traditional delivery system.

## **EVIDENCE RELIED UPON**

Documentary: Service Agency, Exhibits 1 through 21; Claimant's Exhibits A through U.

Testimonial: Candace Carrillo, Consumer Services Coordinator (CSC); Fernanda Zavala, Consumer Services Supervisor; Mayra A. Alvarado, Consumer Services Manager; Robin Monroe, SDP Supervisor; and Advocate.

## **Jurisdictional Matters and Background**

1. Claimant is a 43-year-old NLACRC consumer who is eligible for regional center services based upon a diagnosis of mild intellectual disability (ID). Claimant is also diagnosed with fetal alcohol syndrome and psychosis not due to a substance or known physiological condition.

2. Claimant is in the process of transitioning to the SDP. Claimant's individual budget was certified, and a spending plan was created and approved. Claimant was awaiting onboarding by his chosen Fiscal Management Service (FMS) agency, GT Independence. However, the onboarding has not been completed with GT Independence as of the date of the fair hearing in this matter and will not be completed in 2023.

3. Claimant resides with Advocate and Advocate's son. Advocate describes Claimant as his "stepson," states he is Claimant's advocate, legal guardian, and "father." (Exh. 3, p. A17; Exh. J, p. B85.) Advocate is also Claimant's In-Home Support Services (IHSS) provider and Supplemental Security Income (SSI) payee. Claimant has difficulty managing his funds, paying his bills, and knowing how to budget the funds he receives from SSI. NLACRC is authorized by Claimant to communicate with Advocate regarding Claimant's supports and services.

4. Advocate operates a special education consultancy office. One of the Assistant Educational Advocates that works with Advocate at his office is Ms. Amy Larsen (Ms. Larsen.) The issues in this matter stem from Advocate's representation, on behalf of Claimant, that NLACRC is required to fund for Ms. Larsen's advocacy services when dealing with matters related to Claimant's supports and services with Service Agency because of Claimant's preference for Ms. Larsen's advocacy services, because

generic advocacy services do not meet Claimant's needs, and because NLACRC has been ineffective in transitioning Claimant to SDP.

5. For September 1, 2022, through August 31, 2023, Claimant's SDP Spending Plan provided Claimant with a \$35,009.60 annual budget, with services to be included as follows: a Fiscal Agent; \$702 in annual bowling; \$27,806 in annual Life Coaching & Employment Support; and \$6000 for an IF. (Exhs. 6 and 7.) The services were based on goals identified in Claimant's IPP.

6. By agreement of the parties, Ms. Larsen is not vendored by NLACRC, has not requested to be vendored by NLACRC, had not completed the training necessary to qualify her as an Independent Facilitator (IF) as of the date of fair hearing, and is not an IF. The record is unclear as to whether Ms. Larsen intends to complete the IF training necessary to qualify her as Claimant's IF in the future.

7. Advocate notified NLACRC at an IPP meeting on July 26, 2023, that he had hired Ms. Larsen as Claimant's representative and advocate as of July 25, 2023. (Exh. A, B7.) Advocate did not obtain NLACRC's prior authorization or approval that Service Agency would fund for Ms. Larsen's advocacy services prior to hiring Ms. Larsen to act as Claimant's advocate in matters involving NLACRC, such as Claimant's IPP meetings.

8. At the July 26, 2023, IPP meeting, Advocate asked Claimant's CSC Candace Carillo (CSC Carillo) how he could get Ms. Larsen's fees paid by NLACRC. (Exh. B.) A follow up IPP meeting was scheduled for August 9, 2023, to discuss whether advocacy could go in Claimant's SDP and/or traditional services budget. (Exh. E.) Ms. Larsen was present at the August 9, 2023, IPP meeting. Advocate did not obtain

NLACRC's prior authorization or approval that Service Agency would fund for Ms. Larsen's advocacy services at the August 9, 2023, IPP meeting.

9. During the August 9, 2023, IPP meeting, CSC Carillo notified Advocate that she had checked with NLACRC on Claimant's request for advocacy to be provided by Ms. Larsen and that the type of advocacy services requested, analogous to law advocacy, was a generic resource that was not one of the divisions under SDP or traditional services. (Exh. E.) Advocate disagreed, stating that the generic resources provided by NLACRC were "ineffective and inappropriate" and asserted NLACRC was required to fund for Ms. Larsen's advocacy services under Welfare and Institutions Code section 4512, subdivision (b). (*Id.* at p. B55.) (All further references are to the Welfare and Institutions Code unless otherwise noted.) In response, CSC Carillo responded she would "write a notice of action for the disagreement." (*Ibid.*) Advocate also asserted that the \$6,000 in Claimant's approved SDP budget for an Independent Facilitator (IF) should be paid to Ms. Larsen for advocacy services based on Claimant's preference. (Exh. E, p. B59.) A follow-up IPP meeting was scheduled for August 14, 2023, so that a SDP specialist could be present to discuss the disputed advocacy payment matter further.

10. On the morning of August 14, 2023, prior to Claimant and Advocate's scheduled IPP meeting, Advocate e-mailed CSC Carillo, stating:

Here is [sic] consumer concerns and request we want resolved in the IPP today:

1) Fund advocacy assistance and use the 6,000.00 that used in SDP spending plan put under traditional services for advocacy assistance. Due to the fact the generic resources

regional center provided are inappropriate and do not address consumer needs. Further consumer and myself researched and checked around for Independent Facilitators no one is available and their [sic] is a waiting list.

In addition per Lanterman Act and Welfare Institution Code 4512(b) advocacy assistance is a support and service offered by regional center. Its consumer preference and choice who he want to select as an advocate and he has selected and hired Mrs. Amy Larsen. The \$6,000 not being utilized needs to be used to pay for Mrs. Larsens [sic] services.

(Exh. 4, p. A19.)

11. At the August 14, 2023, IPP meeting, Advocate, on behalf of Claimant, notified CSC Carillo Ms. Larsen's "office" had been hired by Claimant to "advocate [for] him in all [Service Agency related] proceedings." (Exh. C, p. B45.) Services to be rendered by Ms. Larsen to Claimant were to include advocacy at "IPPs, fair hearing complaints, mediation[s], 4731 complaints." (*Ibid.*) Advocate asserted Claimant had a right, based on Claimant's preference, under a traditional service model, to have the costs of Ms. Larsen's advocacy services be paid by NLACRC, citing section 4712, subdivision (b). (*Id.* at p. B45.) In the alternative, Advocate requested "[NLACRC] reimburse me for the cost [Advocate] paid to [Ms. Larsen] so far," stating "[W]e could do that, as a compromise. Every time I have her on board, you can reimburse me for her fee and she charges one 50 [sic.] an hour." (*Id.* at p. B45.) Advocate further asserted that the \$6,000 in Claimant's SDP budget should be used to pay for advocacy assistance by Ms. Larsen in the traditional services model because, "I'm not going to

use – I cannot find an Independent Facilitator. There is a waiting list, known one's [*sic.*] available. They don't meet [Claimant's] needs." (Exh. C, p. B45.)

12. Advocate did not obtain NLACRC prior authorization or approval that Service Agency would fund for Ms. Larsen's advocacy services at the August 14, 2023, IPP meeting. CSC Carillo provided Claimant's Advocate with a flyer for the Consumer Rights Advocate and the NLACRC Guide for Consumers and Families at the IPP meeting.

13. After the August 14, 2023, IPP meeting was held, Claimant requested funding for an advocate, and CSC Carillo e-mailed Claimant and Advocate denying the request for NLACRC funding of an advocate, Ms. Larsen, through traditional services, referencing sections 4333, subdivisions (a)(1) and (b)(1), and 4647, subdivisions (b)(1) and (b)(2). (Exh. 4, p. A18.) The e-mail explained that "[S]ection 4512 does not include a specific reference to legal services or protection of civil, service and legal rights." (*Id.*) The e-mail further stated:

Mrs. Amy Larsen is not vendored with [NLACRC] and the legislature has determined that the Clients' Right Advocate provides advocacy, and that the State Council provides advocacy. She is able to participate in [IF] certification which is a service covered through Self-Determination and was agreed upon service in your approved budge for Self-Determination.

(*Id.*)

14. On August 15, 2023, Advocate sent an e-mail to CSC Carillo, attaching a "Good Faith Belief Letter," notifying NLACRC that Claimant was requesting a Notice of

Action (NOA) or an IPP meeting within 15 days to resolve the issues in dispute. (Exh. N, B100-104.) Advocate notified NLACRC that if an IPP meeting was not held within 15 days or a NOA was not provided, the letter would serve as the “disagreement” and that a fair hearing complaint would be filed. (*Id.* at p. B104.)

15. On August 16, 2023, Advocate filed an appeal requesting an informal meeting, mediation, and a fair hearing, on behalf of Claimant, citing the “Good Faith Belief Letter” as the document Claimant would like to appeal, citing August 14, 2023, as the effective date of NLACRC’s action. (Exh. 1, p. A1-A3.) The reason for appeal was stated as, “[W]hether NLACRC improperly denied services for funding of advocacy assistance beginning with IPP dated 8/9/23 and 8/14/23.” (*Id.* at p. A1.)

16. All jurisdictional requirements have been met.

## **Informal Meeting**

17. On or about September 1, 2023, Advocate, Ms. Larsen, and Stella Dorian participated in an Informal meeting. (There are typos in the letter misspelling Ms. Larsen’s name as “Ms. Larson.”) As detailed in NLACRC’s post-informal meeting decision letter (letter) to Advocate, during the meeting, the parties discussed the status of Claimant’s transition to SDP and having Ms. Larsen act as Claimant’s IF. Per the letter, Ms. Larson stated at the informal meeting that “as [Claimant’s] advocate, she will attend his [IPP] meetings to advocate for his needs, review his documents and report before signing, and advocate for him in due process.” (Exh. 8.) NLACRC notified Advocate that: Ms. Larsen is not a certified IF and not vendored with any regional center and that CSC Carillo had referred Claimant to Disability Rights California Office for advocacy assistance. Advocate stated at the meeting, per the letter that: certification was not a requirement to be an IF; Claimant has a right to have an



advocate; Disability Rights California Office is not set to provide the type of support Claimant is seeking; and NLACRC should pay Ms. Larsen \$6,000 for advocacy services for Claimant, either through SDP, under service code 340, or through the traditional service delivery system. [No evidence was presented at hearing by the parties defining service code 340.]

18. Per the letter, after the informal meeting, NLACRC received an e-mail from Advocate requesting:

- 1) NLACRC agree to the fees of 6,000.00 for the use of the [IF] with [Claimant] choosing and preference and choice of Amy Larsen. Per SDP spending plan.
- 2) NLACRC in the alternative pay for advocacy assistance of claimant choosing and choice and preference.
- 3) NLACRC reimburse [Claimant] legal/guardian the fees [Advocate] have incurred in hiring and advocate at the cost of 150.00.
- 4) NLACRC assist [Claimant] with onboarding to GT Independence so [Claimant] services and be paid per SDP certification tool and SDP spending plan. [Advocate] request the following stipulations above to avoid mediation and hearing.

(Exh. 8, pp. A31-A32.)

19. In response, NLACRC's letter cited excerpts from Claimant's Service Agency record review (i.e., July 26, 2022, IPP goal excerpts, June 9, 2023 IPP

Addendum, August 1, 9, and 14, 2023 Interdisciplinary Notes, and CSC's August 14, 2023. e-mail by CSC Carrillo to Claimant and Advocate (set forth in Factual Finding 12). (Exh. 8, pp. A32-A34.) NLACRC's letter also cited and quoted relevant portions of applicable statutes and regulations, including sections 4512, subdivision (b), 4433, subdivisions (a)(1) and (b)(1), 4648, subdivision (b)(1) and (2), 4646, subdivision (c), 4646.5, subdivision (a)(1), 4685.8, subdivision (c)(2) and (3), and (f)(2), California Code of Regulations, title 17 (Regulations), section 54302 (defining "vendor" and "vendorization"), and a December 21, 2018 letter from the Department of Developmental Services (DDS) describing the roles and requirements of IFs in the SDP.

20. After providing the factual and legal basis for its decision, NLACRC's concluded the letter denying Advocates requests on behalf of Claimant, stating:

A consumer's support needs are identified through the process of needs determination which includes gathering information and conducting assessments. Once support need is identified, NLACRC is mandated by statute to pursue all potential generic resources prior to the utilization of its funds. The Lanterman Act states that services and supports funded by NLACRC must be effective and cost effective use of public funds. The Lanterman Act lists advocacy assistance as one of many services available to individuals with developmental disabilities. You have requested advocacy services to be funded either through the traditional service delivery system or [SDP].

At the informal meeting, you did not identify a need for advocacy for a specific service. Likewise, there is no desired

outcome or identified need for advocacy noted in [Claimant's] current [IPP] dated July 26, [2023 (erroneously identified as 2022)]. Should [Claimant] require advocacy assistance with obtaining a particular service, NLACRC will make a referral to the Disability Rights California. The Clients Rights Advocate is available to meet with consumers virtually, once a month. The Clients Rights Advocate will review the request for referral and accepts or declines the request. Furthermore, it is my understanding NLACRC has providers who could assist with advocacy. Lastly, NLACRC has no mechanism to purchase services from a non-vendored provider in the traditional service delivery system. For these reasons, NLACRC is not in agreement to fund advocacy support through the traditional service delivery system.

Currently, [Claimant] is awaiting onboarding with GT Independence [a Financial Management Services (FMS) agency] in order to transition to SDP. If you believe [Claimant] requires pretransition support, NLACRC will fund for a "coach" to meet [Claimant's] advocacy needs. NLACRC currently has two coaches who are both [IFs]. The coaches are paid a fee of \$2500.00 per consumer. If [Claimant] does not wish to utilize the services, his CSC, Ms. Carrillo, can serve as his IF.

[Advocate] assert[s] that certification is not a requirement for an Independent Facilitator. While the statute does not list certification as a requirement, it does state that an [IF] must be trained in principles of self-determination, person centered planning process and the responsibilities of an [IF] as outlined in the statute. If you believe Ms. [Larsen] has the required training and [Claimant] would like her to serve as his IF once he transitions to SDP, please provide a copy of her resume and training documentation. Both NLACRC and the FMS agency [GT Independence] will review her information to ensure she meets the training requirements outlined in the DDS Directive above to serve as an IF.

Lastly [Advocate] [has] requested reimbursement in the amount of \$150.00 for advocacy services you procured from Ms. [Larsen]. As mandated by statute, a consumer's support needs are identified through the program planning process. In this case, there is no evidence that funding for Ms. [Larsen's] services was discussed at a program planning meeting prior to procurement of Ms. [Larsen's] services and no evidence of NLACRC having agreed to fund advocacy services. As such, NLACRC is not in agreement to reimburse [Advocate].

## **Interim Mediation Agreement**

21. On October 12, 2023, a mediation was held between the parties. Mediation between the parties is a confidential process and communications between

the parties the mediation was not a part of the fair hearing. However, Claimant submitted the Interim Mediation Agreement (Agreement), a binding and enforceable agreement, a copy of which is provided by OAH to DDS, into evidence at the fair hearing. The Agreement was submitted to support Claimant's assertion NLACRC failed to adhere to the terms of the Agreement regarding the SDP coach aiding Claimant in transitioning to SDP (Agreement term 2), and that NLACRC's failure justified Claimant's need to employ the advocacy services of Ms. Larsen to advocate for Claimant in dealings with the NLACRC, including transitioning Claimant to an SDP. (Exh. G.)

22. The Agreement terms are as follows:

1. NLACRC shall refer Claimant to a [SDP] coach, Claudia Cares, within 24 hours of receipt of a release from Claimant, allowing access to his confidential information.
2. The SDP coach shall assist Claimant in transitioning to an SDP; this includes instruction of the Claimant and assistance with the application process.
3. NLACRC staff will coordinate with the Financial Management Services agency/provider (FMS) known as GT Independence with the goal of scheduling the meeting within one month of this agreement.
4. The parties will go forward with the budget previously certified; it will be provided to the FMS prior to the meeting with the FMS.

5. The Fair Hearing will be continued to a date at least 30 days from the October 23, 2023 hearing date. The new hearing will be Zoom videoconference. Claimant will execute a time waiver.

### **Parties' Actions Between October 12, 2023, Mediation and December 5 and 6, 2023 Fair Hearing**

23. On October 12, 2023, CSC Carillo provided Advocate with the release form for Claimant to sign so he could access the SDP coach Claudia Cares (SDP coach Cares) for support in transitioning to the SDP. (Exh. F, p. B71.)

24. On October 12, 2023, Advocate returned Claimant's signed release form to NLACRC authorizing SDP coach Cares to be provided with Claimant's medical and/or psychological information by NLACRC. (Exh. P.)

25. On October 12, 2023, SDP Supervisor Robin Monroe (SDP Supervisor Monroe) e-mailed Ms. Larsen information on three resources that provide IF training. (Exh F, pp. B69-B70.)

26. A. On October 18, 2023, a meeting took place between Claimant's FMS, GT Independence, Claimant, and NLACRC to discuss transitioning Claimant from traditional services to the SDP. Terrasel Jones, Director of Safe Services for GT Independent, hosted the meeting. Ms. Jones' duties are to manage and supervise the team that is responsible for enrolling participants in GT Independent's SDP programs in California. Also in attendance at the meeting were Diana Flores, a field service representative with GT Independence, whose duty was to oversee onboarding Claimant into the SDP. Advocate, Ms. Larsen, CSC Carillo, Robin Monroe, NLACRC's SDP supervisor, and Violeta Soriya, NLACRC SDP specialist. The meeting was recorded

by Advocate and the transcript of the meeting was submitted into evidence at the fair hearing. (Exh. S.) Claimant was not present and did not participate in the meeting. Ms. Jones asked Advocate if there was a way to reach Claimant to get a message to him about what was being discussed at the meeting.

B. Ms. Larsen stated at the meeting she intended to go through the IF certification process. (Exh. S, p. B122) During discussion about who would be helping Claimant meet his IPP goals by providing employment support and life coaching services to Claimant as described in his SDP budget, Advocate stated Claimant was not interested in any of the services described in the SDP except in having Ms. Larsen act as his IF "to assist and guide [Claimant] properly, and have her services paid for." (*Id.* at p. B125.) Advocate further stated, "I think the only vendor that needs to be included is Ms. Larson [sic], the other stuff is suspended. [Claimant] was not interested in the other services outlined in the SDP, . . ." (*Id.* at B126.)

C. Advocate explained Claimant did not want to participate in a Day Program through SDP because the Day Program NLACRC provided a referral to in the past through traditional services had denied Claimant's participation. In response, Ms. Monroe explained that SDP provides freedom to the consumer to "creatively choose what services [a consumer wants] to put into place to make that day program." (Exh. 8, p. B126.) She expressed confusion about Claimant's SDP goals if the only goal was "the desire to have an IF," explaining that the role of an IF was "to assist us to make sure the goals that were agreed to in the IPP like the day program, like the ILS [were implemented in SDP]." (*Id.*)

D. After further discussion about what Ms. Larsen's role as an IF would be, including vetting and staffing to make sure Claimant can address achieve his IPP goals, Advocate expressed confusion as to how Ms. Larsen, who did not have that

"expertise," would go about finding ILS resources or a day program for Claimant. (Exh. 8, pp. B127-129.)

E. Ms. Jones explained that if Advocate and Ms. Larsen wanted to move forward with the SDP, the services would have to be in place prior to GT Independence funding for an IF and that "not enough services [were] in place" as of the meeting to move forward with transitioning Claimant to the SDP. (Exh. 8, p. 129.) Resources that could help Claimant identify the services for his SDP were discussed, including meeting with SDP coach Cares. Advocate was informed by Ms. Monroe (incorrectly identified in the transcript of the meeting as Ms. Larson [*sic*]) that NLACRC had made the required referral, and that Advocate must make the appointment with SDP coach Cares. (Exh. 8, p. B130.) In response, Advocate insisted that it was NLACRC's job to reach out to SDP coach Cares to schedule the meeting. (*Id.*) Ms. Monroe stated that NLACRC could try to schedule the meeting, but that if Advocate wanted to expedite the scheduling of the meeting, Advocate or Ms. Larsen could reach out to SDP coach Cares by e-mail or by using the coach's online appointment system and that if they contacted the coach she could guide Advocate or Ms. Larsen on how to schedule a meeting. (*Id.* at p. B131.)

F. The meeting concluded with discussion that GT Independent would wait to hear from Advocate and Ms. Larsen about Claimant's decision on how to proceed with his transition to the SDP after Advocate and Claimant talk to SDP coach Cares. (Exh. 8, p. B133.)

27. After the October 18, 2023, meeting neither Advocate nor Ms. Larsen contacted SDP coach Cares to set up a meeting with her to help transition Claimant to the SDP.



28. The record is unclear as to whether NLACRC contacted SDP coach Cares after October 18, 2023, to set up the transition meeting with her, Advocate, and Ms. Larsen.

29. On December 4, 2023, SDP coach Cares contacted Advocate to schedule an appointment for Self-Determination Coaching. (Exh. T, p. Z5.)

30. On December 4, 2023, Advocate forwarded SDP coach Cares a December 4, 2023, scheduling appointment email (Factual Finding 29) and accused NLACRC of breaching the October 12, 2023, Agreement by having SDP coach Cares contact him to schedule a meeting prior to the fair hearing. (Exh. T, p. Z4.) Advocate wrote, "[I] am not denying or refusing an appointment this just shows the barriers and difficulties that families have transitioning to SDP and the lack of incompleteness [*sic*] from regional center." (*Id.*)

31. The appointment with SDP coach Cares has not been scheduled by Advocate or NLACRC as of the date of the fair hearing.

## **Hearing**

### **NLACRC**

32. NLACRC witnesses credibly testified at hearing, consistent with their prior communications to Advocate and Ms. Larsen, set forth above. (Testimony of CSC Carrillo; Ms. Zavala, Consumer Services Supervisor; Ms. Alvarado, Consumer Services Manager; and Ms. Monroe.) Ms. Larsen was hired by Claimant as his advocate to appear at the August 9 and 14, 2023 meetings without prior discussion or authorization by NLACRC. It is undisputed Ms. Larsen is not a NLACRC vendor.

Advocate's request for reimbursement of the cost of Ms. Larsen's services at those meetings was therefore denied by NLACRC.

33. Ms. Larsen cannot be Claimant's IF and use the \$6,000 in Claimant's SDP spending plan allocated for advocacy support for an IF because Claimant has not transitioned to the SDP and because she has not received and is not certified in principals of the SDP. If Claimant requires support to complete the transition process to SDP, NLACRC can fund for an IF, such as SDP coach Cares, to provide support and assistance. The coaches paid by NLACRC are certified IFs and meet the statutory requirements for an IF. In addition, CSC Carrillo is an IF and can serve as Claimant's IF to help transition him to the SDP.

34. Regarding Claimant's request for advocacy supports and services under the traditional service delivery system, Claimant's SDP spending plan's allocation of \$6,000 for services of an IF does not entitle Claimant to \$6,000 for advocacy under the traditional delivery system. Further, NLACRC credibly asserted Claimant has not currently identified a need for advocacy for any service. Contrary to Claimant's legal argument that the Lanterman Developmental Disabilities Services Act (Lanterman Act) (§§ 4500 et seq.), section 4512, subdivision (b), supports his request, section 4512, subdivision (b), does not require NLACRC to use public funds to fund for an advocate to, for example, attend IPP meetings. The type of advocacy services covered by section 4512, subdivision (b), are contemplated as assistance in obtaining various services in the community for a consumer, such as SSI benefits, housing, legal issues, and/or Medi-Cal. A consumer's advocacy needs in communications with regional center, such as IPP meetings, are met through the consumers' designated CSC. In cases where advocacy and securing services need is demonstrated, which is not the case here, NLACRC has vendored service providers, who can assist Claimant. Finally, NLACRC

assists consumers with their advocacy needs by referring them to the Office of Disability Rights California or the state council for advocacy assistance.

35. NLACRC credibly denied Advocate's claim Service Agency had failed to comply with term 2 of the Agreement by not scheduling a meeting with SDP coach Cares. The Agreement did not require NLACRC to schedule the meeting with SDP coach Cares. Term 1 required NLACRC to make a referral within 24 hours of the October 12 mediation. NLACRC made the referral as required. While there was discussion at the October 18 meeting with GT Independence about NLACRC assisting Advocate to schedule the meeting with SDP coach Cares, Advocate was clearly told by NLACRC it was Advocate's role to schedule the meeting and that if Advocate wanted to expedite the scheduling of the meeting, either he or Ms. Larsen should contact the coach by e-mail and/or through coach's online scheduling platform.

## **CLAIMANT**

### **Testimony of Advocate**

36. Advocate testified in a credible manner at hearing. He believes Claimant needs Ms. Larsen to advocate for Claimant in dealings with NLACRC and finds dealing with NLACRC stressful and frustrating. Advocate asserts he is entitled to reimbursement for his payment to Ms. Larsen to provide advocacy services to Claimant at the August 9 and 14, 2023 IPP meetings. However, Advocate provided no convincing evidence he discussed Claimant's decision to hire Ms. Larsen's with NLACRC prior through the IPP process prior to unilaterally hiring her on July 25, 2023, to act as Claimant's advocate at IPP meetings. Further, no evidence was provided NLACRC agreed to fund for Ms. Larsen's services at the IPP meetings in question.

37. Advocate asserts Claimant has the right and preference to choose advocacy services to assist him in dealings with NLACRC, such as IPP meetings. No persuasive legal authority is cited to support Advocate's argument that consumers are entitled to use public funds for advocacy services in communications about services with regional centers. There is no such statutory right articulated in the Lanterman Act.

38. Advocate further argued NLACRC's generic advocacy resources do not meet Claimant's advocacy needs, arguing NLACRC resources were "outdated," "ineffective," and "not appropriate." (Exh. U, p. B136.) Claimant asserts that Disability Rights California, one of the potential generic advocacy services, would not assist Claimant because he is not a minority. Advocate's conclusory assertions about available generic advocacy sources are not corroborated. For example, Advocate did not submit any communications from any generic advocacy source indicating they would not provide advocacy to Claimant.

39. Advocate asserts that there are no IFs available to assist Claimant to guide him through the IPP process and help transition Claimant to the SDP. However, as established by NLACRC, SDP coach Cares or CSC Carrillo can act as Claimant's IF. In fact, Advocate described working with SDP coach Cares in the past on Claimant's SDP budget and spending plan. In addition, NLACRC expressed an unhesitating willingness to work with Ms. Larsen should she choose to go through the training process and become a qualified IF in the future.

40. Advocate expressed frustration with NLACRC's perceived incompetence overall and, specifically in failing to schedule a meeting with SDP coach Cares to date. However, while insisting the scheduling of the meeting was NLACRC's responsibility under the terms of the October 12 Agreement, Advocate provided no reasonable justification for why either he and/or Ms. Larsen had not initiated the scheduling of the

meeting to date after being informed by NLACRC on October 18, 2023, that the meeting was to be scheduled by Advocate if he wanted it to take place in an expedited manner.

## **LEGAL CONCLUSIONS**

### **Burden and Standard of Proof**

1. An administrative “fair hearing” is available to determine the rights and obligations of the parties under the Lanterman Act. (§4710.5, subd. (a).) Claimant bears the burden of establishing by a preponderance of the evidence his entitlement to the requested services and supports as the party asserting a claim for services and supports under the Lanterman Act. (*Lindsay v. San Diego Retirement Bd.* (1964) 231 Cal.App.2d 156, 161 [disability benefit]; *Greatoroex v. Board of Administration* (1979) 91 Cal. App.3d 54, 57 [retirement benefits]; *Hughes v. Board of Architectural Examiners* (1998) 17 Cal.4th 763, 789, fn. 9.)

2. The standard of proof in this case is the preponderance of the evidence because no law or statute, including the Lanterman Act, requires otherwise. (See Evid. Code, § 115.) “Preponderance of the evidence” means evidence that has more convincing force than that opposed to it. (See *Glage v. Hawes Firearms Company* (1990) 226 Cal.App.3d 314, 324.)

### **Applicable Law**

3. Under the Lanterman Act, developmentally disabled persons have a statutory right to treatment and habilitation services and supports. (§§ 4502, 4620, and 4646-4648; *Association for Retarded Citizens v. Department of Developmental Services*

(1985) 38 Cal.3d 384, 389.) The State of California accepts responsibility for persons with developmental disabilities. The Lanterman Act directs that an “array of services and supports should be established . . . to meet the needs and choices of each person with developmental disabilities . . . and to support their integration into the mainstream life of the community.” (§ 4501.) These services and supports are provided by the state’s regional centers, as part of a collaborative process to be determined by a team, including Claimant and regional centers, subject to the guidelines of the Lanterman Act and applicable regulations, with input from the DDS and regional center service standards. (§ 4620, subd. (a).) A consumer’s IPP is developed through a process of needs determination and “shall include . . . gathering information and conducting assessments . . . .” (§§ 4646, subd. (c); 4646.5.)

4. “Services and supports for persons with developmental disabilities” is defined 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, normal lives. The determination of which services and supports are necessary for each consumer shall be made through the individual program plan process. The determination shall be made based on 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.” (§ 4512, subd. (b).) While section 4512, subdivision (b), includes “advocacy assistance” as a service and support that can be listed in the IPP, section 4512 does not include a specific reference to legal services or protection of civil, legal, and service rights.

5. The vital roles regional centers play in the coordination and delivery of treatment and habilitation services and supports for persons with disabilities include:

- developing and implementing an IPP for the individual with developmental disabilities, considering the needs and preferences of the individual and the family, and promoting community integration, independent, productive, and normal lives, and stable and healthy environments;
- ensuring the provision of treatment and habilitation services and supports to individuals with disabilities and their families are effective meeting the goals stated in the IPP and reflect the preferences and choices of the consumer;
- cost-effective use of public resources; and,
- ensure “[u]tilization of generic services and supports when appropriate.” (§ 4646.4, subd. (a)(2).)

(See §§ 4620, 4646, 4646.4, 4646.5, 4647, & 4648.)

6. Reimbursement by a regional center is authorized to “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 of Developmental Services] . . . 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. (§ 4648, subd. (a)(3)(B).)

7. California Code of Regulations, title 17, section 54302 provides, in relevant part, definitions of “vendor” and “vendorization,” as follows:

(74) “Vendor” means an applicant which has been given a vendor identification number and has completed the vendorization process, and includes those specified in Section 54310(d) and (e); [1] . . . [1]

(78) “Vendorization” means the process used to:

(A) Verify that an applicant meets all of the requirements and standards pursuant to Section 54310 of these regulations prior to the provision of services to consumers; and

(B) Assign vendor identification numbers, service codes and subcodes, for the purpose of identifying vendor expenditures;

8. Section 4433 provides:

(a) The Legislature finds and declares all of the following:

(1) The State of California accepts its responsibility to ensure and uphold the rights of persons with developmental disabilities and an obligation to ensure that laws, regulations, and policies on the rights of persons with developmental disabilities are observed and protected.



(2) Persons with developmental disabilities are vulnerable to abuse, neglect, and deprivations of their rights.

(3) Clients' rights advocacy services provided by the regional centers, the advocacy services currently provided by the department at the state developmental centers, and the services provided by the department's Office of Human Rights may have conflicts of interest or the appearance of a conflict of interest.

(4) The services provided to individuals with developmental disabilities and their families are of such a special and unique nature that they cannot satisfactorily be provided by state agencies or regional centers and must be contracted out pursuant to paragraph (3) of subdivision (b) of Section 19130 of the Government Code.

(b) (1) To avoid the potential for a conflict of interest or the appearance of a conflict of interest, beginning January 1, 1998, the department shall contract for clients' rights advocacy services. The department shall solicit a single statewide contract with a nonprofit agency that results in at least three responsive bids that meet all of the criteria specified in paragraph (2) to perform the services specified in subdivision (d). If three responsive bids are not received, the department may rebid the contract on a regional basis, not to exceed three regional contracts and one contract for developmental centers and headquarters.

(2) Any contractor selected shall meet the following requirements:

(A) The contractor can demonstrate the capability to provide statewide advocacy services to individuals with developmental disabilities living in developmental centers and in the community.

(B) The contractor does not directly or indirectly provide services to individuals with developmental disabilities, except advocacy services.

(C) The contractor has knowledge of the service system, entitlements, and service rights of persons receiving services from regional centers and in state hospitals.

(D) The contractor can demonstrate the capability of coordinating services with the protection and advocacy agency specified in Division 4.7 (commencing with Section 4900).

(E) The contractor has not provided any services, except advocacy services, to, or been employed by, any regional center or the Association of Regional Center Agencies during the two-year period prior to the effective date of the contract.

(c) For the purposes of this section, the Legislature further finds and declares that because of a potential conflict of

interest or the appearance of a conflict of interest, the goals and purposes of the regional center clients' rights advocacy services, the state hospitals, and the services of the Office of Human Rights, cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system, nor can the services be provided through the department's contracts with regional centers.

Accordingly, contracts into which the department enters pursuant to this section are permitted and authorized by paragraphs (3) and (5) of subdivision (b) of Section 19130 of the Government Code.

(d) The contractor shall do all of the following:

(1) Provide clients' rights advocacy services to persons with developmental disabilities who are consumers of regional centers and to individuals who reside in the state developmental centers and hospitals, including ensuring the rights of persons with developmental disabilities, and assisting persons with developmental disabilities in pursuing administrative and legal remedies.

(2) Investigate and take action as appropriate and necessary to resolve complaints from or concerning persons with developmental disabilities residing in licensed health and community care facilities regarding abuse, and unreasonable denial, or punitive withholding, of rights guaranteed under this division.

(3) Provide consultation, technical assistance, supervision and training, and support services for clients' rights advocates that were previously the responsibility of the Office of Human Rights.

(4) Coordinate the provision of clients' rights advocacy services in consultation with the department, stakeholder organizations, and persons with developmental disabilities and their families representing California's multicultural diversity.

(5) Provide at least two self-advocacy trainings for consumers and family members.

(e) In order to ensure that individuals with developmental disabilities have access to high quality advocacy services, the contractor shall establish a grievance procedure and shall advise persons receiving services under the contract of the availability of other advocacy services, including the services provided by the protection and advocacy agency specified in Division 4.7 (commencing with Section 4900).

(f) The department shall contract on a multiyear basis for a contract term of up to five years, subject to the annual appropriation of funds by the Legislature.

(g) This section shall not prohibit the department and the regional centers from advocating for the rights, including

the right to generic services, of persons with developmental disabilities.

9. Section 4648, subdivision (b)(1) and (2), provides that "[I]n 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":

(b) (1) Advocacy for, and protection of, the civil, legal, and service rights of persons with developmental disabilities as established in this division.

(2) If the advocacy efforts of a regional center to secure or protect the civil, legal, or service rights of a consumer prove ineffective, the regional center or the person with developmental disabilities or the person's parents, legal guardian, or other representative may request advocacy assistance from the state council.

10. Regional centers are charged with implementing the statewide SDP and can deliver treatment and habilitation services and supports to consumers participating in SDP. (§ 4685.8.) The SDP is a voluntary program that provides participants "with an individual budget, increased flexibility and choice, and greater control over decisions, resources, and needed and desired services and supports to implement their IPP." (§ 4685.8, subd. (a).)

11. Section 4685.8, subd. (c)(2), defines an IF as:

a person, selected and directed by the participant, who is not otherwise providing services to the participant pursuant

to their IPP and is not employed by a person providing services to the participant. The [IF] may assist the participant in making informed decisions about the [SDP] individual budget, and in locating, accessing, and coordinating services and supports consistent with the participant's IPP. The [IF] is available to assist in identifying immediate and long-term needs, developing options to meet those needs, leading, participating, or advocating on behalf of the participant in the person-centered planning process and development of the IPP, and obtaining identified services and supports. The cost of the [IF], if any, shall be paid by the participant out of the participant's individual budget. An [IF] shall receive training in the principles of self-determination, the person-centered planning process, and the other responsibilities described in this paragraph at the [IF's] own cost. The [IF] shall meet standards and certification requirements established by the department.

12. An "individual budget" is defined as "the amount of regional center purchase of service funding available to the participant for the purchase of services and supports necessary to implement the IPP." (§ 4648, subd. (c)(3).)

13. Section 4685.8, subdivision (d)(3)(F), provides:

The participant [in the SDP] may utilize the services of an [IF] of their own choosing for the purpose of providing services and functions as described in paragraph (2) of

subdivision (c). If the participant elects not to use an [IF], the participant may use their regional center service coordinator to provide the services and function described in paragraph (2) of subdivision (c).

14. NLACRC Service Standards defines the role of a consumer's designated regional center service coordinator as being "responsible for: providing or ensuring that needed services and supports are available to the consumer; developing, implementing, overseeing, and monitoring the consumer's IPP; offering individual advocacy; and conducting quality assurance activities." (Exh. 12, p. A87.)

## **Discussion**

### **REIMBURSEMENT**

15. Claimant can exercise his personal preference for whom he hires to act as his advocate in dealings with the NLACRC. However, Claimant has not established a legal or factual basis for NLACRC to be required to use public funds to reimburse Advocate for Ms. Larsen's advocacy services at the IPP meetings on August 9 and 14, 2023. Ms. Larsen is not a regional center vendor. Ms. Larsen was unilaterally hired by Advocate on behalf of Claimant on July 25, 2023, outside of the IPP process, without prior approval or agreement of NLACRC to fund for her advocacy services, and without meaningful attempts by Claimant to access available generic advocacy services. (Factual Findings 1-40; Legal Conclusions 1-15.)

### **ADVOCACY SERVICES BY MS. LARSEN - SDP**

16. Claimant has not established a legal or factual basis for NLACRC to be required to fund the \$6,000 in requested advocacy services to Ms. Larsen through the

SDP. Claimant is not enrolled in SDP. (Factual Findings 1-40; Legal Conclusions 1-15.) Claimant was informed by GT Independence on October 18, 2023, that the transition to the SDP could not be accomplished and the \$6,000 in advocacy services by an IF would not be paid to Claimant until additional providers were identified to meet the goals and services in his SDP plan, such as ILS. Nevertheless, Claimant has requested the \$6,000 allocated in his SDP budget for advocacy services to be provided by an IF to be paid to Ms. Larsen. First, the request is premature as Claimant has not transitioned to the SDP program. Second, even if Claimant had transitioned to the SDP program, Ms. Larsen is not a qualified IF because she has yet to be trained in principles of self-determination, person centered planning process and the responsibilities of an IF, as required by statute.

#### **ADVOCACY SERVICES BY MS. LARSEN – TRADITIONAL SERVICE DELIVERY**

17. Claimant has not established a legal or factual basis for NLACRC to be required to fund the \$6,000 in requested advocacy services to Ms. Larsen through traditional service delivery. (Factual Findings 1-40; Legal Conclusions 1-15.) Section 4512, subdivision (b), does not intend for advocacy services to be provided to consumers dealings with NLACRC, such as IPP meetings. Claimant's service coordinator is responsible for such advocacy services. The advocacy services identified in section 4512, subdivision (b), are designed to advocate on behalf of Claimant for a particular service.

18. NLACRC is mandated to pursue all potential generic resources prior to utilization of its funds to ensure NLACRC be cost effective in its use of public funds. Claimant is dissatisfied with regional center's advocacy service by his service coordinator. NLACRC has offered to refer Claimant to generic resources for advocacy services, including Disability Rights California. He has also been referred to the Clients



Rights Advocate to assist in advocacy. Advocate asserts the generic resources are inadequate without providing corroborating evidence of this summary conclusion and/or that generic advocacy services have refused to provide advocacy services to Claimant.

20. Finally, Claimant asserts NLACRC has breached the October 12, 2023, Agreement and, therefore, Claimant has identified a specific advocacy service request, assisting Claimant to transition to the SDP, for which Ms. Larsen's advocacy services must be retained. However, Claimant has not established NLACRC breached the Agreement. NLACRC has agreed to fund for a coach to meet Claimant's advocacy needs and has two coaches who are both IFs, who, in 2023, are paid \$2500 per consumer to provide advocacy services at IPP meetings to assist in transition to the SDP. Claimant has been referred to SDP coach Cares to assist in the transition to the SDP and to potentially act as his IF in IPP meetings to aid the transition. In addition, though Advocate has expressed dissatisfaction and criticism of CSC Carrillo, she can also serve as his IF.

21. Claimant prefers Ms. Larsen act as his advocate in the transition. However, Ms. Larsen is not a vendor and not an IF. She does not have the training and experience to aid in the transition to SDP and, as a non-vendor, NLACRC has no mechanism to purchase services from a non-vendored provider in the traditional service delivery system.

15. There are avenues available to Claimant to exercise his preference to have Ms. Larsen act as his IF in the future should Ms. Larsen choose to complete the required training to become an IF. In the meantime, the meeting with SDP coach Cares can be scheduled by Advocate to assist in Claimant's transition to the SDP, including acting as Claimant's IF providing advocacy services at IPP meetings.

16. Based on Factual Findings 1 through 40, and Legal Conclusions 1 through 15, Claimant has not established through a preponderance of the evidence that NLACRC must reimburse Advocate for Ms. Larsen's services in the total amount of \$650 for advocacy services rendered at the August 9 and 14, 2023, IPP meetings and/or that NLACRC must fund for advocacy support for Claimant by Ms. Larsen in the amount of \$6,000 either through the SDP or through the traditional delivery system.

## **ORDER**

1. Claimant's appeal of Service Agency's decision to deny submitting reimbursement to Advocate for the cost of Amy Larsen's services at IPP meetings on August 9, 2023, and August 14, 2023, in the respective amounts of \$325 per IPP meeting, for a total of \$650, is denied.

2. Claimant's appeal of Service Agency's decision to deny funding for advocacy support by Ms. Larsen for Claimant in the amount of \$6,000 either through the Self Determination Program (SDP) or through the traditional delivery system is denied.

DATE:

IRINA TENSER

Administrative Law Judge

Office of Administrative Hearings

## **NOTICE**

This is the proposed administrative decision. Pursuant to Welfare and Institutions Code section 4712.5, subdivision (d)(2), it shall be submitted to the Director of Health Care Services. The director may adopt the decision as written or decide the matter on the record. If the director does not act on the proposed decision within 90 days, the decision shall be deemed adopted by the director. The final decision shall then be immediately transmitted to each party along with the notice described in section 4712.5, subdivision (a)(1), which provides that either party may request in writing a reconsideration within 15 days of receiving the final decision, or appeal the decision to a court of competent jurisdiction within 180 days of receiving the decision, as set forth in section 4713, subdivision (b).

BEFORE THE  
DEPARTMENT OF DEVELOPMENTAL SERVICES  
STATE OF CALIFORNIA

In the Matter of:

Claimant

OAH Case No. 2023081026

Vs.

**DECISION BY THE DIRECTOR**

North Los Angeles County Regional Center (NLACRC)

Respondent.

ORDER OF DECISION

On December 19, 2023, an Administrative Law Judge (ALJ) at the Office of Administrative Hearings (OAH) issued a Proposed Decision in this matter.

The Department of Developmental Services (DDS) takes the following action on the attached Proposed Decision of the ALJ:

The Proposed Decision is adopted by DDS as its Decision in this matter. The Order of Decision, together with the Proposed Decision, constitute the Decision in this matter.

This is the final administrative Decision. Each party is bound by this Decision. Either party may request a reconsideration pursuant to Welfare and Institutions Code section 4713, subdivision (b), 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.

Attached is a fact sheet with information about what to do and expect after you receive this decision, and where to get help.

IT IS SO ORDERED on this day January 18, 2024

*Original Signed by*  
Nancy Bargmann, Director