

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

**In the Matter of:**

**CLAIMANT**

**and**

**SAN DIEGO REGIONAL CENTER, Service Agency**

**DDS No. CS0021790**

**OAH No. 2024101112**

**DECISION**

Alan R. Alvord, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter on December 16, 2024, by videoconference.

Claimant's mother (Mother) and father (Father, collectively Parents) represented claimant. Tagalog/English language interpreters assisted during the hearing.

Robin Bello, Assistant Director, Client Services, represented San Diego Regional Center (SDRC).

Oral and documentary evidence was received. The record was closed, and the matter was submitted for decision on December 16, 2024.

## **ISSUES**

1. Did the regional center reduce translation services?
2. Did the regional center impose a cap on respite transportation mileage?
3. Did the regional center delay implementation of services approved in April 2024?
4. Was the Individual Program Plan (IPP) Summary Sheet signed by Parents on May 30, 2024, sufficient to create a current 2024 IPP and authorize the regional center to implement services?

## **SUMMARY**

Claimant appealed from SDRC's Notice of Action which it issued at Parents' request after Parents refused to sign and indicate their agreement to the 2024 IPP document. Claimant's parents did not establish by a preponderance of the evidence any of the claims made in their appeal. Claimant's appeal is therefore denied in its entirety.

## **FACTUAL FINDINGS**

### **Jurisdiction**

1. SDRC issued a Notice of Action on October 23, 2024, at Parents' request.
2. Parents filed an appeal request on October 28, 2024. This hearing followed.

## Claimant and His Family

3. Claimant is a nine-year-old boy. He qualifies for regional center services with a diagnosis of autism spectrum disorder and intellectual developmental disorder (IDD).<sup>1</sup> He also has a diagnosis of attention deficit hyperactivity disorder (ADHD). Claimant lives with Parents on a military base. Claimant's father experienced a traumatic brain injury in his military service and reports that he had some of his frontal lobe surgically removed. He is now disabled, going through rehabilitation, and attending school. Father reports that he has deficits in cognition and emotional regulation due to the injury. He tries to be engaged in claimant's care, but it is sometimes difficult for him. Claimant's mother is claimant's In Home Support Services caregiver and also cares for Father due to his brain injuries.

4. Parents report that claimant requires constant supervision, is non-verbal, and is highly energetic. He lacks the impulse control and safety awareness to avoid elopement. His parents describe him as fearless. He loves water and has been known to elope into bodies of water without an understanding of the danger this poses. Parents are very concerned about his water safety. There are many swimming pools and bodies of water around their home on the military base. Parents installed locks on

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<sup>1</sup> The Lanterman Act was amended long ago to eliminate the term "mental retardation" and replace it with "intellectual disability," as reflected in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition* (DSM-5). The more current DSM-5, text revision (DSM-5-TR) no longer uses the term "intellectual disability" and instead refers to the condition as IDD. Accordingly, for purposes of this decision, "mental retardation," "intellectual disability," and "IDD" mean the same thing.

all doors and windows to prevent claimant from opening them. Claimant has wrapped cords, string, and ribbons around his neck. He can unbuckle his seat belt in a moving vehicle, so Parents use child locks in the car.

5. Claimant attends public school in a special day class. He receives speech therapy, occupational therapy, adaptive physical education, and has a one-to-one certified behavior technician as a full-time aide. He receives vision therapy, physical therapy, and occupational therapy through the family's insurance. He is not currently receiving applied behavioral analysis therapy, though he has in the past. He is interested in his peers but does not know how to initiate or maintain interactions. He chases other children and has trouble communicating with them.

6. Parents report that there are barriers to their understanding of the regional center documents and processes. Mother's native language is Tagalog. Between the language difference and Father's cognitive impairments, Parents require extra time and explanations from the regional center personnel to understand the services being proposed and the decisions being made about their son.

## **The IPP Process**

7. The Lanterman Developmental Disabilities Services Act, beginning at Welfare and Institutions Code section 4500, requires regional centers to develop an IPP centered on the individual and family, taking into account the needs and preferences of the individual and family, if appropriate. (Welf & Inst. Code, § 4646, subd. (a).) Decisions about goals, objectives, services, and supports to be included in the IPP and purchased by the regional center must be made by agreement between the regional center and the consumer's representative. At the conclusion of an IPP meeting, the regional center must provide the representative with a list of the agreed

services and supports, the projected start date, frequency and duration of the services. (Welf & Inst. Code § 4646, subd. (g).)

8. At SDRC, the list of agreed services and supports required under section 4646, subdivision (g), is called the IPP Summary Sheet. SDRC asks the representative to sign the IPP Summary Sheet before preparing the full IPP Report document.

9. If a final agreement about services and supports cannot be reached at an IPP meeting, then a subsequent IPP meeting shall be convened within 15 days, or later at the request of the consumer or representative. The IPP Summary Sheet must be provided at the end of the subsequent IPP meeting. Additional IPP meetings may be held as necessary and agreed by the parties. (Welf & Inst. Code, § 4646, subd. (h).)

## **2023 IPP Meetings and Agreement**

10. SDRC created an IPP document dated February 10, 2023, after a planning team meeting via Zoom videoconference that included Parents and SDRC staff.

11. The IPP document contained nine listed outcomes for claimant. Those same outcomes were listed on a Person/Family Centered Planning IPP Summary Sheet (IPP Summary Sheet) of the same date. The outcomes listed were:

1) [Claimant] will be able to live independently by learning to take care of his needs such as dressing, bath and toileting.

2) [Claimant] will participate more in the community. He will be able to utilize the barbershop.

3) [Claimant] will remain living safe in his home at all times.

- 4) [Claimant] will be able to access the community safely.
- 5) [Claimant] will be involved more in the community activities.
- 6) [Claimant] will continue to improve his speech as well as being proficient to his AAC device.
- 7) [Claimant] will continue his vision improvement through Vision Therapy.
- 8) [Claimant] will be able to improve with his fine motor, feeding therapy, and sensory processing challenges.
- 9) [Claimant] will continue to work on his goals attending physical therapy, focusing on his strength especially using the monkey bar.

12. The IPP Summary Sheet and the IPP report approved funding for 150 hours of respite per quarter; translation and interpretation services for documents and meetings; and conference funding up to \$200 - parents to inform the service coordinator at least 30 days before the conference to allow time for funding authorization.

13. Parents added typed text to page 1 of the IPP Summary Sheet:

1. We agree to the new outcomes/services to be included to the IPP Section A. 1-9
2. We disagree with the new condition of 30 days before funding the parent conference. We request if we can get

reimbursement if we see a parent conference that we needed to sign up sooner than 30 days or any exemptions to the rule of at least 30 days.

3. We agree 150 hours per quarter (respite services)

4. We agree -Translation and interpretation of documents

5. We agree with the service coordination/case management

We are requesting to fund [claimant] swimming class with 1:1 instructor. We live in a military base housing where there are multiple outdoor swimming pool [sic] near to our residence area. Due to [claimant]'s elopement risk and interest to water, he can keep himself safely in the community. We are requesting to fund 2x a week of swimming class. We are also requesting to include the communication via e-mail to the service coordinator. We are not always available to answer the phone due to lots of therapy appointments and other commitments.

14. There was a signature below this added text, and a handwritten date of March 31, 2023. Mother signed the second page of the IPP Summary Sheet and dated it March 31, 2023. Mother also checked all the boxes on the IPP Summary Sheet, including the box stating, "I agree with the outcomes/services indicated above and want to implement them. I understand that information about me can be given to service providers to help support me with the goals/services."

15. Based on Parents' agreement to the 2023 IPP, its goals and services were implemented.

## **2024 IPP Meetings**

16. In early April 2024, claimant's Service Coordinator (SC Jensen) began scheduling claimant's annual IPP review. An IPP meeting was set for April 16, 2024. Parents requested the meeting to take place by Zoom videoconference. A Tagalog interpreter was scheduled through a third-party language translation service that the regional center uses. Parents again asked for music lessons and swim lessons for claimant. SDRC informed parents that it was able to process an increase in the rate of pay for respite workers, to help with finding respite workers.

17. The Title 19 ID Notes (ID Notes) offered in evidence show that initially, SDRC determined that both music and swim lessons could not be approved at the same time under the category of social recreation. On a date that was not revealed in the evidence, Parents engaged the help of an attorney from Disability Rights California, Tania Schloss, to help them through the IPP process. On April 19, 2024, Mother sent an email to SC Jensen asking for music lessons to be under non-medical therapy and swim lessons under social recreation. ID Notes show on April 22, 2024, SC Jensen edited the funding requests to reflect Mother's preferences for categorizing these services.

18. ID Notes show that SC Jensen sent an English version of the IPP Summary Sheet to Parents for digital signature on April 25, 2024. On May 1, 2024, Mother sent an email to SC Jensen and others asking for a full copy of all IPP documents including notes from the meeting. Mother noted she had not yet received a Tagalog translation of the IPP Summary Sheet.



19. ID Notes show that SC Jensen and her Program Manager spoke with Attorney Schloss on May 16, 2024, explaining the IPP process and the need for getting Parent's signature on the IPP Summary Sheet. On May 21, 2024, Attorney Schloss sent an email asking SDRC to approve music lessons under the social recreation category and swim lessons under non-medical therapy – the opposite of what Mother had requested in her email message on April 19, 2024. On May 22, 2024, ID Notes show that SC Jensen received an email from Attorney Schloss asking to change the swim lesson frequency to four days per week.

20. On May 22, 2024, Mother sent an email to SC Jensen and others that Parents wanted to add more goals and change the wording of some goals on the IPP Summary Sheet.

21. On May 28, 2024, SC Jensen notified Parents that SDRC approved the music lessons as social recreation and the swim lessons as non-medical therapy. The swim lessons were projected to start June 1, 2024. SC Jensen sent Mother a new IPP Summary Sheet for signature that incorporated her changes.

### **Parents Request Reimbursement for Past Payments for Music Lessons**

22. On a date that was not identified in the evidence, Parents and Attorney Schloss requested the regional center to reimburse Parents for past payments they had made for claimant's music lessons. The regional center was considering this request while the discussions about the 2024 IPP were ongoing.

## **Parents Return the 2024 IPP Summary Sheet with Edits and No Agreement**

23. On May 30, 2024, Mother sent an edited IPP Summary Sheet back to the regional center by email. Although Parents signed the IPP Summary Sheet, it was heavily edited with typed text at various places. The edits indicated that Parents believed SDRC was decreasing mileage for respite workers, removing parent training, and decreasing the amount of interpretation services. The edits showed that Parents agreed with funding the swim lesson and music lesson services, but Parents disagreed with how the goals/outcomes were expressed.

24. Significantly, Parents did not check a box on the IPP Summary Sheet that stated:

I agree with the outcomes/services indicated above and want to implement them. I understand that information about me can be given to service providers to help support me with the goals/services in this plan.

25. ID Notes show that SC Jensen received the email with the IPP Summary Sheet on May 31, 2024. She recognized that there did not appear to be parent agreement with the IPP goals and services. She discussed the case with Alexis Leyva, her Program Manager (PM), and an assistant director (AD) on June 4, 2024. The AD determined that the IPP Summary Sheet was invalid because it was edited and there was no check in the box indicating agreement. The AD said that the start date for the social recreation services would have to be changed from June 1 to July 1, 2024. The AD instructed SC Jensen and PM Leyva to call Attorney Schloss and explain the problem with the IPP Summary Sheet.

## **Regional Center Decides to Fund Swim and Music Lessons Despite No Agreement on IPP Summary Sheet**

26. On June 5, 2024, PM Leyva told SC Jensen to go forward with the purchase of service process for the music and swim lessons even though SDRC did not yet have the signed IPP Summary Sheet. PM Leyva testified at the hearing that the regional center decided to fund the services to minimize delay in the delivery of services to claimant, to show good faith and confidence they would soon reach an agreement with Parents about the IPP Summary Sheet and finalize the 2024 IPP documents.

27. SC Jensen began the purchase of service process for the swim and music lessons. She also contacted Mother about scheduling another meeting to resolve the disagreements that Mother indicated on the IPP Summary Sheet.

28. On June 10, 2024, SC Jensen sent an email to Parents, Attorney Schloss, and PM Leyva with possible dates for a meeting to discuss the IPP Summary Sheet. On the same day, Attorney Schloss responded to the email. She did not respond to any of the proposed meeting dates. She noted that there was agreement regarding the swim and music lessons and agreement on an increase in respite pay. She noted that a signed IPP was needed to implement these items. She suggested "we move forward and get a signed IPP in order," to "avoid additional delays." She suggested the regional center and Mother "promptly discuss" the additional services, "and then pursue an addendum to the IPP."

29. ID Notes indicate that, June 17, 2024, SC Jensen and PM Leyva spoke with Attorney Schloss and Maria Salas of Disability Rights California about a plan to resolve the outstanding issues and finalize the IPP. They stated that Father wanted to

sign a hard copy of the IPP Summary Sheet, not use electronic signatures, and he wanted a full copy of the IPP document before signing. PM Leyva stated that Parents can attach a separate sheet with any disagreements but should not make any changes to the IPP Summary Sheet other than dating and signing. PM Leyva stated that SDRC was moving forward with the reimbursement request for past payments but needed to finalize the IPP process. If Parents want to change the wording of outcomes or make significant changes, this can be handled through an addendum.

### **June 24, 2024, IPP Meeting**

30. On June 24, 2024, another IPP meeting was held via video conference. SC Jensen, PM Leyva, Parents, Disability Rights advocates Ms. Salas and Yazmin Franco, a Tagalog interpreter, and several parent friends and advocates attended the meeting. Parents discussed changes they wanted to the IPP Summary Sheet and the wording of outcomes. Parents had to leave at the end of two hours, so the parties did not finish working through Parents changes to all the goals/outcomes. Parents requested a follow-up meeting in one week.

31. PM Leyva sent an email to Parents and other meeting participants on June 25, 2024, at 8:09 p.m., summarizing the meeting and next steps. The current respite amount of 150 hours per quarter will remain in place. The parties discussed a time frame for SDRC to respond to Parents' request to increase respite to 240 hours per quarter. SDRC stated it would have a response to Parents' request for personal assistance service by the next meeting.

32. In response to Parents' concern about the respite worker mileage amount, PM Leyva stated that SDRC used a set purchase of service amount of 1,200 miles per month, which can be increased at any time if more miles were required. PM

Leyva reviewed respite mileage for past months, and she was confident that 1,200 miles was enough.

33. Parents were concerned that translation/interpretation services were being reduced. PM Leyva explained that they were not reduced. SDRC used a standard purchase of service amount of 10 interpretation hours and a standard number of translation characters per fiscal year and could increase these amounts as needed.

34. With regard to Parents' request for reimbursement of past music lesson expenses, SDRC was willing to discuss reimbursing Parents but needed the IPP documents signed first.

35. The parties completed reviewing and agreed to the wording of seven of the ten IPP outcomes/goals before time ran out in the meeting. PM Leyva stated that the parties still needed to review outcomes eight through ten.

36. On June 25, 2024, at 8:27 p.m. Mother replied to PM Leyva's email message, stating that they had already discussed the IPP goals in an earlier meeting and that Parents planned to file a DDS complaint because of the delays. Later the same evening, at 10:57 p.m., Mother sent another email to PM Leyva stating that Parents had already agreed to the goals, and they do not see the need to keep changing the goals. Mother noted that the social recreation service was approved in April but was still not implemented. Mother requested a Notice of Action.

### **SDRC Efforts to Schedule Another IPP Meeting**

37. On July 2, 2024, SC Jensen sent an email to Mother to schedule the next meeting. Mother responded on July 3, 2024, stating that the IPP was already signed and SDRC should implement the services and stop delaying. On July 3, 2024, PM Leyva

sent another email message to Mother explaining that there was not a signed IPP allowing SDRC to move forward. PM Leyva reminded Parents that SDRC proceeded in good faith to fund the swim and music lessons, but “there may be a point where these services may be in jeopardy if we do not have a current signed IPP.” PM Levya asked for available dates for a next meeting to finish the discussion.

38. On July 8, 2024, at 9:57 a.m., SC Jensen sent another copy of the IPP Summary Sheet asking that Parents sign a clean copy and include any disagreements on a separate page. The same date at 10:59 a.m., Mother replied that she did not understand why SDRC kept asking for a signature when Parents signed the IPP Summary Sheet on May 30, 2024. Mother again asked for a Notice of Action. SC Jensen responded at 2:40 p.m., referring to PM Leyva’s earlier email message and restating that SDRC did not consider the IPP Summary Sheet signed.

39. Between July 8 and July 23, 2024, Mother and SC Jensen exchanged email messages about the process for paying for music and swim lessons, and about transitioning from the traditional services model to the self-determination program. Mother did not provide possible dates for another IPP meeting.

40. On July 23, 2024, SC Jensen sent an email at 10:47 a.m. that SDRC is willing to discuss reimbursing Parents for past music lesson payments but needed a signed IPP first. SC Jensen again requested available dates for a meeting. Mother responded one hour later that Parents wanted a virtual meeting, but did not provide available dates. SC Jensen responded by email five minutes later again requesting available dates are reminding Mother that it can take two weeks to schedule an interpreter. Mother sent another email at 2:55 p.m. again requesting an IPP meeting but did not provide any available dates. SC Jensen responded by email 23 minutes

later asking for Mother to give her availability to meet and reminding her of the need for two weeks to schedule an interpreter.

41. On July 24, 2024, at 11:15 a.m., Mother sent an email to SC Jensen stating, "I would like to request an Individual Program Plan (IPP) and an addendum for any authorizations." Mother sent another email message to SC Jensen at 11:32 a.m. stating,

The IPP doesn't have your signature yet. [Claimant] is not under self-determination; therefore, we need the authorization. I'm still waiting for the IPP dates and clarity in [claimant's] IPP. He is still under Coordinated Family Services (CFS) or traditional services. Therefore, neither [claimant] nor his family can solely approve these services.

42. SC Jensen replied by email 35 minutes later that she cannot sign the IPP Summary Sheet until Parents agree to the outcomes and services. This is why she was trying to get a meeting scheduled to go over everything and get the paperwork signed. She again asked for availability for a meeting.

43. The record showed five other emails and responses exchanged between Mother and SC Jensen about an invoice mother received for music lessons, Mother's concern about the music school calling the charges "tuition," and questions about why the social recreation funding was only for six months. SC Jensen intervened with the music school to confirm that the invoice was a courtesy copy sent to Mother and she should not pay it and explained why SDRC authorized all social recreation programs for six months to allow consumers to change programs if they chose to. Mother did not provide any available dates for the next IPP meeting in any of these messages.

44. On July 29, 2024, SC Jensen sent an email message to Mother suggesting three possible dates for the next IPP meeting. Mother responded to the message on August 4, 2024, and asked to confirm the agenda for the IPP meeting. Mother noted that she would only be able to meet for two hours due to claimant's schedule and reminded SC Jensen that she needed a Tagalog interpreter. Mother did not confirm any of the suggested dates or suggest any other dates for the meeting.

45. SC Jensen responded on August 5, 2024, at 9:23 a.m., with the agenda for the meeting and that she would order an interpreter as soon as Mother confirms the date. The same date at 10:04 a.m. Mother replied,

I am having difficulty understanding your concern with the signed IPP. We have documented our agreements and disagreements on the plan. There is nothing wrong with writing on the plan because we agreed to implement the services, although the details were not clear.

Mother asked for the policy that states Parents cannot document agreement or disagreement on the plan. She requested a Notice of Action for anything they disagreed with, but SDRC has not provided one. They also did not receive an explanation about why social recreation and swim were limited to only six months, reductions of translation, and conference funding. Mother requested clarification of what the actual discussions will be at the IPP meeting. Mother's message still did not confirm availability for a meeting. SC Jensen responded at 1:29 p.m. the same day. She explained that SDRC did not consider the IPP documents signed and the previous IPP was expired. SC Jensen attached another clean copy of the IPP Summary Sheet for signature. SC Jensen again asked Mother to confirm dates for a meeting.



46. Mother responded by email on August 6, 2024. Mother stated that the IPP is not expired as there is no fixed expiration date, and Parents signed the IPP on May 30, 2024. Mother did not offer any dates for a meeting.

47. On August 14, 2024, SC Jensen responded in an email after discussing the case with PM Leyva. According to the ID Notes, PM Leyva assisted SC Jensen in drafting the email response. SC Jensen again explained the reasons that the May 30, 2024, signed IPP Summary Sheet could not be accepted. She explained that last IPP expired May 11, 2024, and that the Lanterman Act required the regional center to reach agreement on a new IPP. She asked Parents to sign the IPP Summary Sheet without edits to prevent interruption in services. She invited parents to indicate any disagreements on an attached page. She again asked Mother to provide dates for a meeting.

48. Mother responded on August 16, 2024, by email, stating that Parents signed the IPP Summary Sheet on May 30, 2024, with agreements and disagreements. Mother was concerned that the IPP documents were not sent until May 29, 2024, after the meeting on April 16, and Parents were only recently informed that SDRC considered the previous IPP to be expired. Mother requested a Notice of Action stating the IPP is expired.

49. On September 13, 2024, Mother sent an email to SC Jensen requesting a meeting to discuss the reimbursement issue. The message did not offer any available dates. On September 16, 2024, SC Jensen responded by email at 9:40 a.m., with three possible dates. The same date, at 11:16 a.m., Mother responded asking the purpose of the meeting, an agenda, and a list of all participants. Mother listed the items that Parents wanted to discuss. The message did not agree to any proposed dates or offer

any new dates. SC Jensen responded the same date at 3:43 p.m., identifying the agenda items and who would be present for SDRC.

50. On September 25, 2024, Mother sent an email agreeing to a meeting on September 30 and stating she only had two hours to meet. SC Jensen worked on scheduling the meeting and a Tagalog interpreter.

### **September 30, 2024, IPP Meeting – Request for Notice of Action**

51. The parties met on September 30, 2024, by videoconference. SC Jensen, and PM Leyva, PM Eileen Watson, Mother, Father, a Tagalog interpreter, and a parent friend were present. ID Notes stated that Parents had questions about the frequency and amount of social recreation, and the amounts for translation and interpretation. PM Leyva testified at the hearing that she explained each of these things to Parents. SDRC was not reducing any services. The swim and music lessons were authorized for six months because that is the SDRC standard time for this type of service to allow it to be reviewed and renewed if necessary. The transportation mileage amount was also standard and based on a review of the past history, the amount was enough to cover the respite worker transportation needs. If more mileage was necessary, it could be adjusted.

52. PM Leyva testified that she explained with the help of the Tagalog interpreter that SDRC needed a signature and agreement on the IPP Summary Sheet to finalize the 2024 IPP and that SDRC was out of compliance with the laws, regulations, and procedures governing the authorization of services because it had authorized the respite, swim, and music lessons without a signed agreement in good faith. During the meeting, the parties also worked on the wording of the

goals/outcomes for the IPP. After the meeting, SC Jensen sent a revised IPP Summary Sheet with the revised goals to Parents for signature.

53. On September 30, 2024, Mother sent an email to SC Jensen at 3:20 p.m. requesting PDF documents directly to email without encryption. Mother also requested a Notice of Action confirming various issues from the meeting. At 4:05 p.m. the same day, Father sent a message asking for a full copy of all IPP documents before signing the IPP Summary Sheet. SC Jensen responded on October 2, 2024, that she had previously sent the narrative draft of the IPP and it would be updated once SDRC received a signed IPP Summary Sheet. On October 15, 2024, Mother sent an email to PM Mayra Contreras-Frias asserting that she was being forced or intimidated into signing the IPP without a clear explanation of the services or a translation. Mother requested a Notice of Action, which SDRC issued on October 23, 2024.

## **Parents' Testimony**

54. Mother and Father both testified at the hearing. They testified that they never started the swim lessons for their son because the swim school was too far away, and the transportation creates a hardship for the family. Father also testified that they stopped sending their son to music lessons because SDRC stated the IPP was expired and he did not believe they should be using government money if the IPP was not approved. He and his wife understood that the previous IPP would remain in place until a new one was reached. They did not realize that IPPs have an expiration date.

55. Father testified that swim lessons are very important to Parents because they want their son to be safe around water. He has run into bodies of water over his head and had to be pulled out. He is fearless and does not realize the safety risk. They hoped the swimming lessons would be available during summer vacation from school,

but because of the delays, the lessons did not get started until school was back in session and they could not take him four days a week.

56. Father testified that he did not see any need for further meetings because they signed the IPP Summary Sheet in May. He saw SDRC's continued attempts to schedule meetings as an effort to cause delays.

57. Mother testified that they are fully committed to being part of the IPP process, but they need to see all of the IPP documents before signing them.

### **Discussion of Goals/Outcomes During Hearing**

58. During the hearing, Parents were asked to go through each of the goals/outcomes in the IPP Summary Sheet from the meeting April 16, 2024, and indicate their agreement or disagreement and suggest any changes in the wording.

59. Parents testified they agreed with two of the goals as written. Parents suggested changes to the wording of other goals and requested an eleventh goal regarding learning to swim proficiently to mitigate his risk of drowning. SDRC personnel responded that they would be unable to agree to this proposed new goal as worded because they approved swim lessons as non-medical therapy, and they have no control over the vendor or input into how the vendor provides the lessons. They merely authorize funding, and it is up to the parents to find an appropriate vendor for the non-medical therapy.

## **LEGAL CONCLUSIONS AND EVALUATION OF ISSUES**

### **Purpose of the Lanterman Act**

1. The purpose of the Lanterman Act is to provide a “pattern of facilities and services . . . sufficiently complete to meet the needs of each person with developmental disabilities, regardless of age or degree of handicap, and at each stage of life.” (Welf. & Inst. Code, § 4501; *Association of Retarded Citizens v. Department of Developmental Services* (1985) 38 Cal.3d 384, 388.)

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

2. Each party asserting a claim or defense has the burden of proof for establishing the facts essential to that specific claim or defense. (Evid. Code, §§ 110, 500.) In this case, claimant bears the burden to demonstrate (1) that SDRC reduced funding for translation services; (2) that SDRC imposed a cap on respite transportation mileage; (3) that SDRC delayed implementation of the services; and (4) that the IPP Summary Sheet Parents signed in May 2024 was sufficient to create a current 2024 IPP and authorize SDRC to implement the services.

3. The standard by which each party must prove those matters is the “preponderance of the evidence” standard. (Evid. Code, § 115.)

4. A preponderance of the evidence means that the evidence on one side outweighs or is more than the evidence on the other side, not necessarily in number of witnesses or quantity, but in its persuasive effect on those to whom it is addressed. (*People ex rel. Brown v. Tri-Union Seafoods, LLC* (2009) 171 Cal.App.4th 1549, 1567.)

## **The Lanterman Act and Regional Centers**

5. The Lanterman Act is found at Welfare and Institutions Code section 4500 et seq.

6. DDS is the public agency in California responsible for carrying out the laws related to the care, custody and treatment of individuals with developmental disabilities under the Lanterman Act. (Welf. & Inst. Code, § 4416.) To comply with its statutory mandate, DDS contracts with private non-profit community agencies, known as "regional centers," to provide the developmentally disabled with "access to the services and supports best suited to them throughout their lifetime." (Welf. & Inst. Code, § 4620.)

7. A regional center's responsibilities to its consumers are set forth in Welfare and Institutions Code sections 4640-4659.

8. SDRC is one of 21 California regional centers. SDRC provides advocacy for and assistance to a large developmentally disabled population living in San Diego County and Imperial County. To qualify for SDRC services, a person must live within one of these counties and be diagnosed with a substantial disability as defined by Welfare and Institutions Code section 4512 and California Code of Regulations, title 17, section 54000.

## **Applicable Statutes**

9. Welfare and Institutions Code section 4501 states:

The State of California accepts a responsibility for persons with developmental disabilities and an obligation to them which it must discharge. Affecting hundreds of thousands

of children and adults directly, and having an important impact on the lives of their families, neighbors and whole communities, developmental disabilities present social, medical, economic, and legal problems of extreme importance . . .

[¶] . . . [¶]

An 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. To the maximum extent feasible, services and supports should be available throughout the state to prevent the dislocation of persons with developmental disabilities from their home communities.

10. Welfare and Institutions Code section 4646 requires that the IPP and the provision of services and supports be centered on the individual with developmental disabilities and take into account the needs and preferences of the individual and the family. The IPP is developed through a process of individualized needs determination. The individual with developmental disabilities and, if appropriate, the individual's parents, legal guardian or conservator, or authorized representative, shall have the opportunity to actively participate in the development of the plan. The provisions of services must be effective in meeting the IPP goals, reflect the preferences and choices of the consumer, and reflect the cost-effective use of public resources. Section 4646 specifically requires:

(g) At the conclusion of an individual program plan meeting, an authorized representative of the regional center shall provide to the consumer, in written or electronic format, a list of the agreed-upon services and supports, and, if known, the projected start date, the frequency and duration of the services and supports, and the provider. The authorized representative of the regional center shall sign the list of agreed-upon services and supports at that time. The consumer, or if appropriate, the consumer's parent, legal guardian, conservator, or authorized representative shall sign the list of agreed-upon services and supports prior to its implementation. The consumer, or if appropriate, the consumer's parent, legal guardian, conservator, or authorized representative, may elect to delay receipt of the list of agreed-upon services and supports pending final agreement, as described in subdivision (h). If the consumer, or if appropriate, the consumer's parent, legal guardian, conservator, or authorized representative, elects to delay the receipt of the list of agreed-upon services and supports for 15 days, the list shall be provided in the preferred language of the consumer, or of the consumer's parent, legal guardian, or authorized representative.

(h) If a final agreement regarding the services and supports to be provided to the consumer cannot be reached at a program plan meeting, then a subsequent program plan



meeting shall be convened within 15 days, or later at the request of the consumer or, if appropriate, the parents, legal guardian, conservator, or authorized representative or if agreed to by the planning team. The list of the agreed-upon services and supports described in subdivision (g) and signed by the authorized representative of the regional center shall be provided, in writing or electronically, at the conclusion of the subsequent program plan meeting, and shall be provided in the preferred language of the consumer, or of the consumer's parent, legal guardian, conservator, or authorized representative. Additional program plan meetings may be held with the agreement of the regional center representative and the consumer or, if appropriate, the parents, legal guardian, conservator, or authorized representative.

(i) An authorized representative of the regional center and the consumer or, if appropriate, the consumer's parent, legal guardian, conservator, or authorized representative shall sign the individual program plan and the list of the agreed-upon services and supports prior to its implementation. If the consumer or, if appropriate, the consumer's parent, legal guardian, conservator, or authorized representative, does not agree with all components of the individual program plan, the consumer may indicate that disagreement on the plan. Disagreement with specific plan components shall not prohibit the

implementation of services and supports agreed to by the consumer or, if appropriate, the consumer's parent, legal guardian, conservator, or authorized representative. If the consumer or, if appropriate, the consumer's parent, legal guardian, conservator, or authorized representative, does not agree with the plan in whole or in part, the consumer shall be sent written notice of their appeal rights, as required by Sections 4701 and 4710.

(j) (1) A regional center shall communicate in the consumer's preferred language, or, if appropriate, the preferred language of the consumer's family, legal guardian, conservator, or authorized representative, during the planning process for the individual program plan, including during the program plan meeting, and including providing alternative communication services, as required by Sections 11135 to 11139.8, inclusive, of the Government Code and implementing regulations.

(2) A regional center shall provide alternative communication services, including providing copies of the list of services and supports, and the individual program plan in the preferred language of the consumer or the consumer's family, legal guardian, conservator, or authorized representative, or both, as required by Sections 11135 to 11139.8, inclusive, of the Government Code and implementing regulations.

(3) The preferred language of the consumer or the consumer's family, legal guardian, conservator, or authorized representative, or both, shall be documented in the individual program plan.

11. Welfare and Institutions Code section 4646.4 states.:

(a) Regional centers shall ensure, at the time of development, scheduled review, or modification of a consumer's individual program plan developed pursuant to Sections 4646 and 4646.5, or of an individualized family service plan pursuant to Section 95020 of the Government Code, the establishment of an internal process. This internal process shall ensure adherence with federal and state law and regulation, and if purchasing services and supports, shall ensure all of the following:

(1) Conformance with the regional center's purchase of service policies, as approved by the department pursuant to subdivision (d) of Section 4434.

(2) Utilization of generic services and supports if appropriate. The individualized family service planning team for infants and toddlers eligible under Section 95014 of the Government Code may determine that a medical service identified in the individualized family service plan is not available through the family's private health insurance policy or health care service plan and therefore, in

compliance with the timely provision of service requirements contained in Part 303 (commencing with Section 303.1) of Title 34 of the Code of Federal Regulations, will be funded by the regional center.

(3) Utilization of other services and sources of funding as contained in Section 4659.

(4) Consideration of the family's responsibility for providing similar services and supports for a minor child without disabilities in identifying the consumer's service and support needs as provided in the least restrictive and most appropriate setting. In this determination, regional centers shall take into account the consumer's need for extraordinary care, services, supports and supervision, and the need for timely access to this care.

(5) Commencing October 1, 2022, consideration of information obtained from the consumer and, if appropriate, the parents, legal guardian, conservator, or authorized representative about the consumer's need for the services, barriers to service access, and other information.

(b) At the time of development, scheduled review, or modification of a consumer's individual program plan developed pursuant to Sections 4646 and 4646.5, or of an individualized family service plan pursuant to Section 95020

of the Government Code, the consumer, or, if appropriate, the parents, legal guardian, or conservator, shall provide copies of their health benefit cards under which the consumer is eligible to receive health benefits, including, but not limited to, private health insurance, a health care service plan, Medi-Cal, Medicare, and TRICARE. If the individual, or, if appropriate, the parents, legal guardians, or conservators, do not have health benefits, the regional center shall not use that fact to negatively impact the services that the individual may or may not receive from the regional center.

(c) Final decisions regarding the consumer's individual program plan shall be made pursuant to Section 4646.

(d) Final decisions regarding the individualized family service plan shall be made pursuant to Section 95020 of the Government Code.

12. Welfare and Institutions Code section 4646.5 sets forth the IPP development process which must include a statement of goals and the sources of the funded services.

13. Welfare and Institutions Code section 4647 states:

(a) Pursuant to Section 4640.7, service coordination shall include those activities necessary to implement an individual program plan, including, but not limited to, participation in the individual program plan process;

assurance that the planning team considers all appropriate options for meeting each individual program plan objective; securing, through purchasing or by obtaining from generic agencies or other resources, services and supports specified in the person's individual program plan; coordination of service and support programs; collection and dissemination of information; and monitoring implementation of the plan to ascertain that objectives have been fulfilled and to assist in revising the plan as necessary.

(b) The regional center shall assign a service coordinator who shall be responsible for implementing, overseeing, and monitoring each individual program plan. The service coordinator may be an employee of the regional center or may be a qualified individual or employee of an agency with whom the regional center has contracted to provide service coordination services, or persons described in Section 4647.2. The regional center shall provide the consumer or, where appropriate, his or her parents, legal guardian, or conservator or authorized representative, with written notification of any permanent change in the assigned service coordinator within 10 business days. No person shall continue to serve as a service coordinator for any individual program plan unless there is agreement by all parties that the person should continue to serve as service coordinator.

(c) Where appropriate, a consumer or the consumer's parents or other family members, legal guardian, or conservator, may perform all or part of the duties of the service coordinator described in this section if the regional center director agrees and it is feasible.

(d) If any person described in subdivision (c) is designated as the service coordinator, that person shall not deviate from the agreed-upon program plan and shall provide any reasonable information and reports required by the regional center director.

(e) If any person described in subdivision (c) is designated as the service coordinator, the regional center shall provide ongoing information and support as necessary, to assist the person to perform all or part of the duties of service coordinator.

14. Welfare and Institutions Code section 4648 requires regional centers to ensure that services and supports assist individuals with developmental disabilities in achieving the greatest self-sufficiency possible. Regional centers must secure services and supports that meet the needs of the consumer, as determined by the IPP. Regional centers must be fiscally responsible and may purchase services or supports through vendorization or contracting. Subdivision (a)(8) prohibits the regional center from using its funds "to supplant the budget of an agency that has responsibility to serve all members of the general public and is receiving public funds for providing those services."

15. Welfare and Institutions Code section 4659 requires regional centers to identify and pursue all possible sources of funding for consumers receiving regional center services, including governmental entities and prohibits them from purchasing services available from generic resources, including other governmental entities, "when a consumer or family meets the criteria of this coverage but chooses not to pursue this coverage."

16. Welfare and Institutions Code section 4710 states:

(a) Adequate notice shall be sent to the applicant or recipient and the authorized representative, if any, by certified mail at least 30 days prior to any of the following actions:

(1) The agency makes a decision without the mutual consent of the service recipient or authorized representative to reduce, terminate, or change services set forth in an individual program plan.

(2) A recipient is determined to be no longer eligible for agency services.

(b) Adequate notice shall be sent to the recipient and the authorized representative, if any, by certified mail no more than five working days after the agency makes a decision without the mutual consent of the recipient or authorized representative, if any, to deny the initiation of a service or support requested for inclusion in the individual program plan.



(c) If the reason for denial of services or modification of services in a recipient's individual program plan is a lack of funds in the regional center budget, the regional center shall be the service agency responsible for giving adequate notice and participating in the fair hearing procedure under this chapter.

(d) The regional center shall, within 30 days after written notice is mailed to the applicant or client, notify the department in writing of the denial if a lack of funds in the regional center budget is the reason for one of the following:

(1) The denial of services to an applicant.

(2) The denial of services to a current regional center client requesting services not included in the client's individual program plan but determined to be necessary by the interdisciplinary team.

(3) Denial, cutback, or termination of current services to a recipient set forth in the individual program plan.

The notification to the department shall include the nature of the service requested, a request that the department allocate sufficient funds to the regional center within 30 days to provide the service, the projected cost for the service for the balance of the fiscal year, and information

substantiating the reason for the lack of funds to purchase the service.

(e) If a person requests regional center services and is found to be ineligible for these services, the regional center shall give adequate notice pursuant to Section 4701. Notice shall be sent within five working days of the time limits set forth in Sections 4642 and 4643.

(f) The advance notice specified in subdivision (a) shall not be required when a reduction, termination, or change in services is determined to be necessary for the health and safety of the recipient. However, adequate notice shall be given within 10 days after the service agency action.

## **Evaluation of Issues**

### **ISSUE 1: DID THE REGIONAL CENTER REDUCE TRANSLATION SERVICES?**

17. There was no evidence that SDRC proposed reducing translation services. The evidence showed that SDRC used a standard purchase of service amount of 10 hours for interpretation and a standard number of characters for written translation and that these amounts could easily be increased if necessary. At no time did SDRC refuse or fail in its obligation to provide documents in Tagalog or to provide an interpreter for meetings. The evidence showed Parents are correct that translating documents results in delays. Requiring an interpreter at meetings may require more time to find available meeting times. SDRC uses an outside service to translate documents and provide interpreters; this process adds additional time. The expectation that an English version and a translated version will be given to Parents at

the same time, or that an interpreter can be found out short notice, is unreasonable. The regional center correctly sent the English version of documents to parents as soon as it was ready and sent the translated version as soon as a translation was available in the normal course. Parents are entitled to refuse to sign documents until the translated version has been given to them and they have had time to review the documents. The evidence did not show that SDRC improperly rushed parents into signing documents without translation.

**ISSUE 2: DID THE REGIONAL CENTER IMPOSE A CAP ON RESPITE  
TRANSPORTATION MILEAGE?**

18. There was no evidence that SDRC placed a cap on respite transportation mileage. SDRC set a purchase of service amount of 1,200 miles per month. SDRC personnel explained to Parents several times, including in meetings with a Tagalog interpreter, that the amount of mileage could be increased if needed. PM Leyva looked back on the historical mileage use and found that 1,200 miles was more than enough for the expected use. Parents did not present any evidence that they expected respite workers to use more than 1,200 miles per month. And there was no evidence that, if more mileage was needed, SDRC would refuse to fund it.

**ISSUE 3: DID THE REGIONAL CENTER DELAY IMPLEMENTATION OF SERVICES  
APPROVED IN APRIL 2024?**

19. The initial 2024 IPP meeting was held April 16, 2024. The first time the IPP Summary Sheet was sent to Parents was April 25, 2024. Between April 16 and April 25, there were many email messages between Mother and SC Jensen with questions and answers about swim and music lessons. Parents got Attorney Schloss involved. A delay of nine days under these circumstances was not unreasonable. After the initial

draft IPP Summary Sheet was sent, Mother had suggested changes and had not yet received the Tagalog version. Once SDRC approved both swim and music lessons at the same time, another draft English version of the IPP Summary Sheet incorporating the changes was sent to Mother on May 28, 2024. There was no evidence that SDRC pressured Parents to sign it or that Parents informed SDRC they wanted to wait for the translation to sign it. Parents signed the IPP Summary Sheet on May 30, 2024, but did not check the “agreement” box and made significant changes to the document.

20. At the April 16, 2024, IPP meeting, it was anticipated that the swim and music lessons would start June 1. Having received the IPP Summary Sheet on May 30, 2024, with significant changes and no agreement, implementing services by June 1, 2024, became impossible. The evidence showed SDRC worked with Parents and Attorney Schloss through the month of June to explain to Parents why they needed a clear agreement on the IPP Summary Sheet to proceed. On June 10, 2024, Attorney Schloss sent an email in which she seemed to agree that the most “streamlined” approach would be for Parents to sign the IPP Summary Sheet and deal with any outstanding issues through an IPP addendum. SDRC also endorsed this approach, but Parents still refused to sign a clean copy of the IPP Summary Sheet indicating their agreement. Another IPP meeting was held June 24, 2024, at which it appeared there was agreement. However, Parents still refused to sign the IPP Summary Sheet and indicate their agreement.

21. SDRC could have refused to implement services when Parents refused to sign and mark their agreement on the IPP Summary Sheet. Instead, SDRC authorized the services. This was a good faith effort to keep the process moving and avoid delay.

22. The evidence did not show SDRC delayed the services. The evidence showed that SDRC did everything it could to avoid delay. The Parents' refusal to sign the IPP Summary Sheet caused the delays that Parents later complained about.

**ISSUE 4: WAS THE IPP SUMMARY SHEET SIGNED BY PARENTS ON MAY 30, 2024, SUFFICIENT TO CREATE A CURRENT 2024 IPP AND AUTHORIZE THE REGIONAL CENTER TO IMPLEMENT SERVICES?**

23. SDRC correctly interpreted the IPP Summary Sheet that Parents returned on May 30, 2024, to be evidence that they did not yet have an agreed IPP document. Although Parents signed the Summary Sheet, they purposely did not check the box indicating their agreement to any of the services or goals, and they made significant edits on the document that showed their disagreement.

24. SDRC responded appropriately by explaining the problem to Parents in email messages and videoconference meetings with a Tagalog interpreter. SDRC also explained its position to Attorney Schloss, who presumably explained it to Parents. Based on Attorney Schloss's email message of June 10, 2024, there appeared to be agreement that Parents would sign the IPP Summary Sheet, SDRC would finalize the IPP document, and then any remaining issues would be addressed by addendum.

25. The evidence showed that, after the meeting on June 24, 2024, which the parties did not finish because of Mother's time constraints, SDRC immediately tried to schedule another meeting to finish the discussion. Parents continued refusing to sign a new copy of the IPP Summary Sheet and, at the same time, did not provide SDRC with any proposed dates or respond to SDRC's requests to meet. SDRC continued with efforts to encourage Parents to either sign the IPP Summary Sheet or come to a meeting to resolve any issues through July, August, and into September 2024. The

parties finally met on September 30, 2024, and Parents still refused to agree and asked for a Notice of Action.

26. The evidence showed that SDRC correctly concluded that there has not been an agreement for a 2024 IPP. SDRC allowed funding of the music and swim lessons and continued funding in good faith, but SDRC was out of compliance with the law because it was funding services without an IPP in place.

27. The evidence showed that SDRC's decision to issue the Notice of Action in October 2024 after Parents demanded one and refused to sign the documents, was appropriate. No evidence supported claimant's assertions in the appeal.

## **ORDER**

Claimant's appeal is denied in its entirety.

DATE: December 31, 2024

ALAN R. ALVORD

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.