

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

In the Consolidated Matters of:

CLAIMANT

and

SAN ANDREAS REGIONAL CENTER, Service Agency.

DDS Nos. CS0022535, CS0023434

OAH Nos. 2024110872, 2025010095

PROPOSED DECISION

Administrative Law Judge Michael C. Starkey, State of California, Office of Administrative Hearings (OAH), serving as an independent hearing officer, heard these consolidated matters on January 13 and 15, and February 20, 2026.

Attorneys Marc Buller and Sarah Fairchild represented claimant. Claimant's father was present.

Executive director's designee James Elliott represented San Andreas Regional Center (SARC).

The record was held open for briefing. On March 9, 2026, closing briefs from SARC and claimant were received and marked for identification as Exhibits FF and 214,

respectively. Claimant's Exhibit 214 also included a copy of a letter dated February 19, 2026, from the Department of Developmental Services (DDS), and that attachment to Exhibit 214 was admitted into evidence.

The record closed and these consolidated matters were submitted for decision on March 9, 2026.

ISSUES

1. Must SARC reimburse claimant's parents/conservators for the costs they incurred on claimant's behalf for in-person services rendered to claimant from January 1 through September 1, 2025, while he was outside of the State of California (out-of-state services or OOS services)?

2. May claimant challenge the funding limits stated in DDS's November 26, 2025, approval of funding for certain OOS services for the period September 2, 2025, through March 2, 2026? If so, should these limits be increased?

3. May claimant challenge the funding limits stated in DDS's February 19, 2026, approval of funding for certain OOS services for the period March 3 through September 3, 2026? If so, should these limits be increased?

FACTUAL FINDINGS

Introduction and Procedural History

1. Claimant was deemed eligible for SARC services at 18 months of age, based on severe autism.

2. Claimant is 23 years old and currently lives in New Jersey, with his parents who are his conservators. However, it is undisputed that claimant is only temporarily out of state and he remains a California resident.

3. On November 20, 2024, SARC issued a notice denying claimant's request for temporary funding of his continued placement at a residential school for autistic children in New York (NY School). The notice stated:

The requested placement was not identified or agreed to as part of the individual program plan and the regional center has not been provided the opportunity to identify, refer to, or authorize appropriate placement within the state of California.

4. Claimant timely appealed this denial of services, contending that claimant's family had asked SARC to prepare for claimant's exit from the NY School since 2023 and SARC did not plan for a timely transition, leaving claimant without appropriate housing or services.

5. On December 18, 2024, claimant's parents via email asked SARC to authorize reimbursement for their anticipated costs to provide appropriate OOS housing and services for claimant until an appropriate option in California was available.

6. On December 20, 2024, SARC issued a notice of denial, denying this request, on the grounds that the reimbursement was not part of claimant's IPP and that claimant's conservators did not consent to referrals for in-state placement until October 23, 2024.

7. Claimant again timely appealed SARC's denial and these consolidated proceedings followed.

8. On November 26, 2025, DDS issued a letter approving funding of OOS residential and treatment services for claimant, for the period September 2, 2025, through March 2, 2026.

9. On February 19, 2026, DDS issued a letter approving funding of OOS residential and treatment services for claimant, for the period March 3 through September 3, 2026. Neither party nor the undersigned were aware of this approval until after the hearing of these matters was concluded on February 20, 2026. This funding was a major issue in dispute during the hearing. SARC argued that in late 2025 it had found an appropriate placement for claimant in California and therefore funding for OOS services after March 2, 2026, was not permissible. However, DDS's February 19, 2026, approval of this funding renders that issue moot.

10. On February 20, 2026, claimant filed a written appeal challenging the funding limits stated in DDS's November 26, 2025, approval of funding for certain OOS services for the period September 2, 2025, through March 2, 2026.

11. Claimant, in his closing brief, also requests increases to the funding limits stated in DDS's February 19, 2026, approval letter. However, no evidence of a written appeal of this determination to DDS was received in these consolidated proceedings. Moreover, DDS was not afforded an opportunity to participate.

Background

12. Claimant received special education services from ages 3 to 22 years. He only attended schools for children with developmental disabilities. At approximately

eight years of age, claimant began displaying aggressive behaviors. His aggressive behaviors were infrequent at first, but became more frequent and intense after he reached puberty.

13. Until mid-2020, claimant lived at home with his parents and older siblings. Records from claimant's last school in California reflect hundreds of behavioral emergency reports related to him, and several staff injuries due to bites from him.

14. After school closures related to the COVID-19 pandemic, claimant did not receive in-person educational services and his already limited abilities to communicate regressed. SARC provided significant respite (240 hours per month) and cleaning/homemaking (160 hours per month) support, but claimant did not receive significant educational or therapeutic services. The Santa Clara County Office of Education agreed to fund claimant's OOS placement at a residential school for autistic children (NY School) in New York. However, a school district official familiar with claimant's situation in California reports that he was "headed" towards 24-hour support regardless of the pandemic's effect on the schools, due to his escalating behavioral problems.

15. In November 2020, after claimant turned 18 years old, his parents were appointed as his limited conservators with the exclusive power to make decisions for claimant regarding major aspects of his life, including: medical treatment, place of residence, education, social and sexual relationships, and the right to contract.

16. Claimant attended and primarily lived at the NY School from November 2020 through December 2024. However, until mid-2024, it was anticipated that this placement would end in October 2024, when claimant reached the age of 22 years.

During claimant's time at the NY School, his parents rented a small cottage (NY Cottage) nearby. Periodically, and often during the holiday and summer breaks, Claimant's parents would visit and all three of them would live in this NY Cottage together for periods of several days. Claimant would then return to the NY School and his parents would return to their home California.

2023 and 2024

17. In approximately late 2022, claimant who at that time communicated primarily via an augmented and alternative communication device (iPad) with a LAMP (Language Acquisition through Motor Planning) application (which allows a user to press buttons to generate speech), was barred from using this device at the NY School, unless in his parent's presence. This was due to safety and cost concerns related to numerous instances in which claimant threw such devices. Unfortunately, by November 2023, claimant had lost almost all of his ability to communicate. Subsequent attempts to help claimant recover his communication abilities were unsuccessful.

18. In January 2023, claimant's parents first began asking his SARC service coordinator about planning for his transition out of the NY School in late 2024.

19. In October 2023, claimant's mother asked claimant's service coordinator to focus during his upcoming IPP meeting on his transition into adult living. The meeting included claimant's parents, the service coordinator, and the director of special services from claimant's school district.

20. On March 21, 2024, claimant's parents met with the SARC service coordinator, a supervisor, and SARC's associate director of consumer services, and discussed planning for claimant's transition from the NY School in December 2024.

Claimant's parents told SARC that they understood that special education funding for claimant would allow him stay at the NY School through the end of 2024, if needed. The planning discussion included levels of home placement, the possibility that claimant might live with his parents in Santa Cruz or Cupertino (with supportive services), day programs, and the self determination program.

21. On March 26, 2024, claimant's service coordinator emailed a consent form to claimant's parents "so we can start doing local and statewide searches for" claimant.

22. On April 11, 2024, claimant's mother emailed back several documents, including signed forms consenting to the release of medical and educational records of claimant. Claimant's mother also asked the service coordinator to modify the "requested release of information form" to include more living options, including "private and nationwide appropriate placements," because "I believe conducting a broad and comprehensive search would be appropriate. . . ."

23. On April 16, 2024, claimant's service coordinator sent back a revised statewide search consent form.

24. On April 25, 2024, claimant's service coordinator sent claimant's parents "one more consent form," related to "statewide specialized resource service."

25. On April 30, 2024, after a reminder from the service coordinator, claimant's mother responded, asking about the different kinds of consent forms and whether SARC had a "written profile developed for [claimant] outlining supports and model criteria suited" for him when searching for adult housing.

26. Between May 7 and 29, 2024, claimant's parents and SARC representatives, including claimant's service coordinator, her district manager, and SARC's associate director of consumer services, exchanged several emails. Claimant's parents wanted SARC to provide specific recommendations for placement, tailored to claimant's individual needs. Claimant's parents wanted to know what information would be sent out to possible placements before consenting, and objected to sending his information out to agencies unlikely to be a fit. SARC's district manager explained that the goal was to search several different types of placements; a signed release of information was necessary to begin the searches; and that the information transmitted to agencies and vendors would be: (1) face sheet; (2) claimant's Individual Program Plan (IPP) or an addendum thereto; (3) a client development evaluation report; (4) claimant's individualized education plan (IEP); and (5) his "[m]ost recent behavioral report/[m]edical report." Claimant's father expressed frustration that SARC had not provided specific placement recommendations and also reported that a draft IPP addendum sent by SARC contained many inaccuracies (including that he was not on any medication and in "optimal health") and did not reflect claimant's unique needs, including the need for speech services to attempt to recover his communication abilities. SARC's district manager replied that the signed consent form was necessary to begin the process to search for a placement. She also stated that the service coordinator would update the IPP addendum.

27. A May 10, 2024, "School Function Behavior Assessment (FBA) & Behavior Intervention Plan (BIP)" from the NY School described claimant's aggression, including biting, self-injurious behavior, property destruction, non-contextual body movements, and emotional outbursts. Thirty-three behavior reports during the previous six months for self-injurious behavior and aggression towards staff and peer were reported, including charging, hitting, punching, head-butting, attempting to bite, flipping a desk,

and throwing iPad and shoes. Associations of negative behavior with medical distress, specifically gastrointestinal problems, were cited. A communication goal of 10 or more word approximations was stated. Administration of alprazolam (a benzodiazepine) was authorized twice daily after five minutes of early warning signs if “all proactive supports are tried unsuccessfully.”

28. Pursuant to an Augmentative/Alternative Communication Assessment conducted in early June 2024, claimant has complex communication needs and requires a “knowledgeable communication expert such as a licensed SLP (speech language pathologist) paired with a guiding BCBA (board-certified behavioral therapist)” in his residential setting to “slowly build [claimant’s] communication to a more functional level.”

29. In early June 2024 claimant’s parents and SARC agreed that the parents would draft an IPP addendum with the information necessary for potential placements to evaluate whether claimant was an appropriate fit. Claimant’s service coordinator sent reminders to claimant’s parents to complete this task on June 25, July 2, 9, 16, and 23, and August 13, 2024. On August 22, claimant’s father responded, explaining that they were occupied with a serious family illness and work demands (claimant’s grandfather passed away shortly thereafter).

30. Email messages and a physician’s report in July 2024 reflect escalating problematic behaviors from claimant at the NY School. Claimant’s father opined that there had been a “degradation of services” and the treatment of claimant at this school since October 2023. The physician’s report also reflects claimant’s experience of several medical problems.

31. Claimant's father reports that two different groups evaluated claimant in September 2024 and opined that he would not be successful in any group home situation until his severe behavioral issues were addressed. Claimant's father then learned of a treatment facility for adults with autism in New Jersey (New Jersey Facility) and requested they evaluate claimant for future services.

32. On September 27, 2024, claimant's father sent the SARC service coordinator an edited version of the IPP addendum. This version is 13 pages long and is significantly more comprehensive and accurate than the previous version generated by SARC.

33. On October 3, 2024, SARC representatives and claimant's parents met to discuss these changes and the next steps for placement of claimant.

34. On October 14, 2024, based on information received in the October 3, 2024, meeting, SARC sent claimant's parents a version of the IPP Addendum with further edits and also requested an updated behavioral plan.

35. On October 15, 2024, SARC also sent claimant's parents several consent forms tailored to the various types of placements that might be appropriate for claimant.

36. On October 23, 2024, claimant's parents sent an email to SARC with numerous attachments, including signed release forms and a signed IPP Addendum. Pursuant to a later email from SARC, SARC that same day sent an information packet, including the IPP, consent forms, and several other documents, to local and statewide providers.

37. According to an late 2024 Emergency Behavioral Report from the NY School, claimant regularly vocalized very loudly; hit furniture; threw his speech device and other objects at staff; entered peers' bedrooms and threw their possessions (including a television) onto the ground; engaged in banging his head against the ground or other objects, even when restrained; often required as many as five staff to restrain him; and attempted an act of aggression against a peer.

38. Also on November 22, 2024, claimant was evaluated by New Jersey Facility psychologist Julia Iannaccone and behavioral analyst Nicholas Migliaccio, whose recommendations included: "intensive assessment and intervention for maladaptive behavior, medication evaluation, and speech and language evaluation."

39. In late December 2024, after special education funding expired, claimant was discharged from the NY School facility into his parent's custody. On a temporary basis, they all stayed in the nearby NY Cottage. After a few days, claimant's behaviors worsened.

40. On December 30, 2024, a representative of the NY School told claimant's father via email that the school could not hold a bed for claimant without payment.

2025 Through the Present

41. By early January 2025, claimant's behaviors included multiple major self-injurious episodes per day. He broke mirrors with his head, broke doors and cabinets, and broke holes in walls. Claimant's father described the NY Cottage as "trashed." Claimant's parents called for help and emergency personnel responded.

42. From January 6 through 8, 2025, claimant was hospitalized in an emergency department in New York, due to a significant behavioral episode.

43. A few days later, after contacting a company that provides support in emergency situations, claimant's parents transported claimant via automobile to a temporary home in Florida. The family relocated so claimant could be near a psychiatrist who was willing to do a pharmacological review and also a gastroenterologist who would evaluate claimant for gastrointestinal problems. The emergency support company provided personnel to support claimant and help keep him safe.

SHERRIE NICHOLSON

44. Sherrie Nicholson, director of the DDS Porterville Regional Project (Porterville), testified at hearing. Nicholson started working in healthcare in 1991 as a psychiatric technician, and has worked at Porterville since 2006. Nicholson's duties include oversight of the Central Valley STAR Program. The STAR program provides regional center clients with temporary crisis stabilization services. Nicholson's duties also include conducting Community Integration Assessments (also known as Welfare and Institutions Code section 4418.7 assessments) to assess options for regional center clients at risk of being placed in locked settings or of being civilly committed. On November 22, 2024, SARC asked Nicholson to perform such an assessment of claimant. Specifically, SARC wanted claimant evaluated for possible admission to a STAR facility.

45. In late January 2025, Nicholson and three members of her team flew to Florida and interviewed claimant, his parents, and three staff members at their temporary home. Over two days, Nicholson observed claimant in person and also via video recordings provided by his parents. She reported that claimant's parents love him and had made great sacrifices for his welfare. She reports that claimant "vocalized a couple of times," but she did not observe a situation where he was unable to

“self-regulate.” However, he reportedly got upset at the physician’s office on one of the days she observed him.

46. Nicholson reports that she also spoke with NY School staff, who told her that claimant’s behaviors there included aggression and biting and staff required arm and leg guards to care for him and used five to seven staff members to restrain him when needed, due to his size and strength, and the fact that he does not easily disengage once he bites. Nicholson also reports that the NY School staff reported concerns about the communication between claimant’s parents and them, especially regarding claimant’s medications. They reported that they would only learn of changes to his medications when new medications were delivered to the facility, after the family sought their own psychiatrist for claimant.

47. Nicholson issued an undated written report. Her opinions included the following:

- claimant should be placed in a setting with 24-hour supervision and the ability to address his self-injurious and aggressive behaviors;
- the residence should be structured for his safety, including soft walls if possible; minimal peers should share space with claimant, ideally none at first, so he does not infringe on the rights of others;
- staffing levels should be minimum 1:1, with four to five staff available to assist during behavioral episodes;
- staff must be trained and competent in managing assaultive behaviors, behavior modification, and teaching replacement behaviors;

- staff should wear arm and leg bite guards until claimant's behavior improves;
- any potential provider should have in-depth discussions with claimant's parents about the capabilities of and expectations of the facility, prior to claimant's admission
- if placed in a STAR facility, a discussion with the family must occur because "STAR will not outsource care to a private vendor";
- A placement decision should not occur before completion of claimant's assessment for Crohn's disease;
- Claimant should have two iPads, one limited to communication assistance, and the other for recreation, just for "periods of leisure and downtime";
- Claimant is lactose intolerant and should not be fed dairy products;
- Ongoing management by a primary care physician is essential to address claimant's health needs; and
- Claimant should engage in social, recreational, and life skills training to foster community integration and personal development.

48. Nicholson opined that Central Valley STAR could not serve claimant because it is a one-floor house with an open layout and all the bedrooms adjacent to one another, such that claimant could not have dignity and privacy during periods of aggression and his peers also could not be in their living space during those periods.

49. At hearing, Nicholson reported that she does not have an opinion regarding claimant's current needs, but his needs are great and an individualized plan is needed.

50. Nicholson reported that the Sonoma Regional Project also assessed claimant for placement at a Northern STAR facility in Vacaville, but concluded that they could not serve him.

51. In June 2025, after an evaluation, Southern STAR also concluded that it could not safely serve claimant's needs at that time.

MIKE KEELEY

52. Mike Keeley, SARC's director of consumer services, testified at hearing. Keeley is a licensed marriage and family therapist and has worked for SARC for 30 years. Before that, he ran a group home for children, an adult residential facility, and a supported living program, and was also a behavioral consultant vendor.

53. On August 29, 2025, Keeley sent a letter to the Deputy Director of DDS, requesting approval for temporary funding for out-of-state services being provided to claimant. Keeley did not specify a timeframe for the requested funding. Keeley briefly summarized claimant's background and his struggles and treatment after being discharged from the NY School in December 2024. Keeley described the assessments performed by the DDS 4418 assessment team in early 2025 and by Southern Star in June 2025 and the conclusions that neither Central STAR nor Southern STAR could safely meet claimant's needs.

54. In his August 29, 2025, letter, Keeley described claimant's "intense behaviors" impacting the safety of claimant and others as:

- Physical Aggression toward staff and peers: biting, scratching, pinching, kicking, head-butting to sensitive areas (forehead, mouth, cheek), hitting with open/closed hands, hair-pulling, and throwing objects at staff.
- Self-injurious behavior (SIB): head banging against walls/furniture, striking his own hands on hard surfaces, leading to injuries (including an eye injury requiring first aid).
- Property destruction: breaking electronics (phones, DVD players, TV), fire alarms, and furniture; flipping desks; shattering glass.
- Emotional outbursts: loud screaming, crying, forceful running, banging/clapping on surfaces, often escalating during transitions or community outings exceeding 10 minutes. These outbursts are disruptive, unsafe, and difficult to de-escalate.
- Obsessive-compulsive behaviors (OCD): intense fixation on ropes, cords, and cables, collecting and hoarding them, which often triggers escalations when access is denied.
- Pica: history of ingesting/chewing non-edible items, including items found in feces (per parent report).

- Non-contextual body movements (NCBMs): spinning, repetitive tapping, unusual posturing, and stress-related movements that interfere with functioning.
- Poor safety awareness: including repeated attempts to remove his seatbelt while in moving vehicles.

Additionally, [claimant's] behavioral episodes of aggression towards staff have involved instances of multiple staff providing physical intervention. For example, at his Post Secondary Program (the NY School), it was documented that from July - December 2024, he had 17 episodes of aggression, 8 episodes of self-injury, and 4 incidents of property destruction. Some of the episodes were so extreme that physical interventions required up to 6:1 staff intervention.

55. Keeley reported that:

[Claimant] and his family moved to a rented townhome in New Jersey on May 25, 2025. This relocation was made so [claimant] could begin services at the [New Jersey Facility] Intensive Outpatient Clinic through the [New Jersey Facility], where he started on June 3, 2025. At [the New Jersey Facility claimant] receives structured therapeutic support and behavioral treatment in a program functioning like a behavioral day program. [The New Jersey Facility] provides individualized outpatient programming, behavioral

interventions, and therapeutic support in a structured environment. These services are essential for [claimant] to maintain stability, manage behaviors, and access skill-building opportunities. Additionally, the family states that they will require up to 2:1 24 hours a day staff support at his home with BCBA oversight to help ensure his safety and the safety of others. Even with the enriched staffing ratio and training at [the New Jersey Facility] and at home, [claimant] continues to have very intense outbursts and dangerous behavior.

56. Keeley explained that SARC, in collaboration with DDS, had: actively explored placement for [claimant] since October 23, 2024, in the state of California **and have been unable to find an appropriate placement** that will meet [claimant's] current needs. Placement searches were done after receiving a release of information from the parents. Placement searches included over 29 referrals to Local and Statewide residential options, Specialized Resource Services, Enhance Behavioral Support Homes (EBSHs), Enhanced Supported Living Services (ESLS) and a 4418.7 Assessment for a STAR facility. [Claimant] has been turned down at each referral to date.

(Emphasis added.)

57. Keeley opined that claimant required “highly specialized, intensive services not currently available in California.” As a result, Keeley requested that DDS approve temporary funding for services for claimant in New Jersey, as follows:

Estimated Monthly Costs:

[the New Jersey Facility] Intensive Outpatient Clinic: \$8,000

- \$10,000 per month

Lodging/Rent: \$4,000/month.

Utilities: \$500/month

[Transportation:] \$3,000/month

Direct care in home staff and BCBA oversight through

Karma: \$30,000 - \$60,000 per month

Total out-of-state funding requested: \$45,500 - \$77,500 per month

Late 2025 DDS Approval of OOS Funding for Six Months

58. On October 20, 2025, DDS issued a letter approving SARC’s August 29, 2025, request for funding out-of-state residential and treatment services for claimant, for the period September 2, 2025, through February 2, 2026, which was described as a “six-month period.” Specifically DDS approved the following costs:

- [the New Jersey Facility] Intensive Outpatient Clinic: Share of cost not to exceed \$10,000 per month.

- SARC Subsidized Lodging/Rent: Not to exceed \$4,000 per month.
- Utilities: Not to exceed \$500 per month.
- Transportation: Not to exceed \$3,000 per month.
- Direct care in home staff and Board Certified Behavior Analyst oversight through Karma: Not to exceed \$60,000 per month.
- Monthly total for residential and therapeutic services not to exceed \$77,500 per month.

59. On November 26, 2025, DDS sent another approval letter, superseding the October 20, 2025, letter. In this letter, DDS specified that the approval was for the six-month period September 2, 2025, through March 2, 2026. In all other respects this November 26, 2025, letter was substantially the same as the October 20, 2025, letter. Both letters cited Welfare and Institutions Code section 4519 as authority for the authorization. Neither letter received in evidence contained language informing claimant of a right to appeal DDS's determinations or specified the procedure for an appeal.

Hollister Crisis Care Home Offer

60. In November 2025, SARC identified a crisis care home in Hollister (Hollister CCH), California, as a potential placement for claimant. Claimant's parents met with a representative of this facility that month. Claimant's father reports that during that meeting, the representative quickly concluded that the facility would not be appropriate for claimant at that time and wanted to focus on services that the

facility's parent company could provide to claimant in New Jersey until it would be appropriate for him to return to California.

61. In December 2025, the Hollister CCH representative stated in an email that the facility would be an appropriate placement for claimant and was willing to accept him. Claimant's father reports that he then spoke with this representative over the telephone, but did not receive any explanation for her changed opinion. The representative did not testify at hearing.

62. In a subsequent email to SARC, the Hollister CCH representative stated that she had been invited to a meeting with claimant's current providers, but that claimant's father then wrote and asked her to not to participate because (1) more progress was needed regarding claimant's behaviors and (2) a necessary schedule of services for claimant was still being assembled.

63. Claimant argues that this Hollister CCH is not appropriate for claimant at this time for the same reasons that the STAR facilities were deemed not appropriate—primarily that the living space would be shared with other clients and it was unclear that claimant could receive the appropriate care—but additionally that the Hollister CCH is at least a two-hour drive from the nearest facility where claimant could receive electroconvulsive therapy (ECT) treatments (currently once per week) (see Factual Findings 74 and 75).

2026 Events

64. At hearing, SARC initially argued and presented evidence to show that the Hollister CCH was an appropriate placement.

65. On January 30, 2026, after the first two days of hearing in these consolidated proceedings, but before the last, Keeley sent a letter to DDS, requesting an extension of OOS services for claimant for the period March 2 through September 2, 2026. Keeley reported ongoing efforts to place claimant in California, including the Hollister CCH offer, but opined:

While this acceptance represents a positive step toward [claimant's] return to California, a comprehensive transition plan is required prior to admission and family acceptance. This includes cross-training, coordination between [the New Jersey Facility], CA START, and placement providers, development of individualized budgets, and identification of appropriate supports and service providers. Housing options continue to be explored through Housing Choices Coalition; however, due to [claimant's] need for line-in staffing, the housing search has shifted to two-to-three bedroom apartments rather than studio or one-bedroom units. Appropriate housing paired with qualified providers has not yet been secured.

This request stated the same total cost limit of \$77,500 per month as Keeley's August 29, 2025, request for OOS funding.

66. On February 19, 2026, DDS issued a letter approving funding of OOS funding for claimant, for the period March 3 through September 3, 2026. (See Factual Finding 9.) This approval also stated a total cost limit of \$77,500 per month.

67. Claimant currently remains housed in New Jersey with his parents, with 24-hour supportive staffing, and he attends the intensive outpatient program at the New Jersey Facility.

Claimant's Current Providers

DR. MITNICK

68. David Mitnick, M.D., testified at hearing. Dr. Mitnick is a psychiatrist, board certified in child and adolescent psychiatry. He has been practicing since 1992 and has broad experience treating patients with ASD, including those with complex presentations. Claimant was referred to Dr. Mitnick by the New Jersey Facility and Dr. Mitnick has been treating claimant since August 11, 2025.

69. Dr. Mitnick reports that claimant's history of aggressive behaviors started in approximately 2020, worsened over time, and sharply worsened in 2025. Dr. Mitnick understands that claimant destroyed property and was violent to others, with monthly or more often episodes in which claimant's father and/or staff members were injured by claimant. Dr. Mitnick understands that claimant has banged his head into a mirror and that it sometimes takes as many as six staff members to restrain him. Dr. Mitnick reports that the New Jersey Facility team told him that claimant is the most difficult patient they ever treated.

70. Dr. Mitnick reports that claimant's ability to communicate when first placed at the NY School in 2020 included the ability to use 30 to 40 word-phrase combinations, but by August 2025, claimant could only communicate with a few hand signals.

71. Dr. Mitnick reports that in 2025 claimant began exhibiting “relentless repetitive movements.” Dr. Mitnick has viewed videos of these behaviors and explained that claimant moves his arms and legs repetitively, while grunting, sweating, and crying out. Dr. Mitnick reports that these episodes last from 20 minutes to multiple hours, and sometimes to exhaustion and pain. He reports that the videos are “hard to watch” because claimant is in apparent distress during these episodes.

72. One of the main reasons Dr. Mitnick was engaged to treat claimant was to determine the cause of these episodes. Due to their extreme nature, there were initially concerns of a physiological disease or cause, perhaps Lyme disease. After testing, Lyme disease and other physiological causes were ruled out. In August and September 2025, Dr. Mitnick gradually changed claimant’s medications to rule them out as a cause and also to attempt to treat the episodes. Lorazepam (brand name Ativan, a benzodiazepine typically used to treat anxiety) appeared marginally helpful, but the episodes persisted.

73. On September 27, 2025, claimant was admitted to an emergency department for unrelenting movements and aggressiveness. Dr. Mitnick and the emergency department physician agreed that claimant had some form of “acquired hyperactive catatonia.” Dr. Mitnick explained that hyperactive catatonia is generally considered a psychiatric diagnosis, “but neurologists can diagnose it, too.” He explained that it is a distinct diagnosis from autism, but that individuals with autism (and schizophrenia) are orders of magnitude more likely to develop it, compared to the general population. Dr. Mitnick opined that claimant’s severe and relentless repetitive motions are far beyond the scope of ASD symptoms and best described by hyperactive catatonia, which is a very rare diagnosis. Dr. Mitnick reports that he saw a case of hyperactive catatonia once during his training, and had received training on it,

but claimant was his first patient with it. Dr. Mitnick and claimant's treating physician recommended that he be admitted to the hospital and administered a very high dose of lorazepam (five times per day) and that ECT be considered.

74. ECT (colloquially known as "shock treatment") is a medical procedure, typically done under general anesthesia and with muscle relaxants, in which electrical current is administered to the brain for 60 to 90 seconds, causing a brief seizure. This causes rapid changes to brain chemistry. Widely stigmatized in earlier eras because it was administered without sedatives or anesthesia, ECT is more recently regarded as an appropriate treatment for certain disorders like depression, mania, and catatonia, that are severe and have not responded to other treatments. Side effects can include memory loss and medical complications, but ECT is sometimes effective where all other treatments have failed. Dr. Mitnick describes ECT as "pretty much a last resort" treatment.

75. For approximately one month, claimant was administered high doses of lorazepam, which reduced his repetitive movement symptoms, but only partially. In late October 2025, claimant began receiving ECT treatments three times per week. Dr. Mitnick describes claimant's response to these treatments as "almost miraculous." Dr. Mitnick reports that, within a couple of ECT treatments, he met with claimant and his parents and observed that claimant was relaxed, smiling, and responding to his parents and Dr. Mitnick. Claimant continued to improve and was discharged from the hospital two weeks later. Claimant continues to receive ECT on an outpatient basis, but is receiving this treatment just once a week (as of mid-January 2026). Dr. Mitnick also reports that he has started to taper claimant's dosage of lorazepam and hopes to taper both treatments to zero.

76. Dr. Mitnick opines that claimant's primary diagnosis is severe ASD, but he also has been diagnosed with Crohn's disease (a type of inflammatory bowel disease) and acquired hyperactive catatonia.

77. Dr. Mitnick opined that claimant's hyperactive catatonia is more likely than not caused by a combination of his profound autism and stressors. Dr. Mitnick opines that these stressors include the transition to and from the NY School. Dr. Mitnick opines that claimant is less likely to experience symptoms of hyperactive catatonia if he is exposed to fewer stressors.

DR. MANENTE

78. Christopher Manente, Ph.D., testified at hearing. Dr. Manente is the founder and executive director of the New Jersey Facility. He is also an associate clinical professor of the university associated with the facility. Dr. Manente has devoted his career to the care and treatment of adults with autism, specifically those with the most severe needs. Dr. Manente reports that the New Jersey Facility is unusual in that it is focused on the needs of adults with autism and the facility's intensive outpatient clinic supports patients with the most severe, complex autism.

79. Dr. Manente is familiar with claimant and opines that claimant's autism is among the top one percent in terms of severity and complexity, particularly regarding claimant's "explosive behaviors." Dr. Manente reports that claimant's physical aggression has injured staff members of the New Jersey Facility to the extent they were hospitalized. Dr. Manente opines that claimant's case is especially difficult because he is nonverbal and has underlying medical problems that contribute to his aggressive behaviors. Dr. Manente opines that most residential facilities serve multiple

patients for economy of scale, but claimant is currently unlikely to succeed in such a setting.

DR. IANNACONE

80. Julia Iannaccone, Ph.D., is the director of the outpatient clinic center of the New Jersey Facility and also an associate clinical professor of the associated university. Dr. Iannaccone has supervised claimant's care at the New Jersey Facility. She reports that claimant's aggressive behaviors are some of the most severe she has ever seen. She reports that her staff were all required to wear arm and leg guards, Kevlar vests, denim jackets, helmets, and protective gloves when caring for claimant. She reports that claimant's severe aggressive episodes occurred approximately once per month and required five staff to physically restrain him, with one or two others standing by to replace staff who become injured. She opines that claimant's case is additionally complex due to his excited catatonia, underlying Crohn's disease, and inability to communicate. Dr. Iannaccone has observed claimant breaking many iPads (used for communication), especially early in his treatment when he was breaking more than one per week.

81. Claimant receives treatment at the New Jersey Facility six hours per day, five days per week. Dr. Iannaccone reports that treatment started in a fully padded room (because of his head banging), but has progressed mostly to a community center, and they recently initiated community outings with claimant, including too fast food restaurants. Dr. Iannaccone has observed significant progress with claimant's dangerous behaviors, but reports that some new issues have developed as claimant is exposed to the general community, including elopement and issues with the volume of claimant's vocalizations, which she reports are greater than 100 decibels.

82. Dr. Iannaccone reports that the current protocol with claimant has been somewhat relaxed, with three staff members fully dressed in protective clothing at all times and two to four others available if a crisis occurs. Dr. Iannaccone reports that the frequency of claimant's repetitive movements (hyperactive catatonia) has declined from approximately 80 percent of the day to 50 percent. However, she reports that after ECT treatment began in October 2025, claimant's affect was quite improved. She reports that during the few weeks prior to his hospitalization in September 2025, claimant appeared to be "miserable and in pain," but since his discharge his mood is much improved and they are seeing "glimpses of happy [claimant]."

83. Dr. Iannaccone opines that it is difficult to predict progress, but she estimates claimant will be ready for discharge from the intensive outpatient program no earlier than April 2026, but it may be later.

ECT Procedural Hurdles

84. Pursuant to a DDS letter to regional centers dated April 17, 2025:

Pursuant to [California Code of Regulations title 17, section 50830] physicians are prohibited from using ECT on a regional center client unless its use is part of a program and fully described in a proposed treatment plan that must be submitted in writing to the ECT Review Committee

Pursuant to this letter, the ECT Review Committee is comprised of four persons, including two physicians, and unanimous approval of the committee is required for ECT treatment. Further, such approval is limited to a period of 30 days, and must be renewed by the same committee approval process no less often than monthly. It does not appear that this approval process has begun for claimant to receive ECT in

California. The evidence did not establish how much time it would take to secure such approval for claimant.

The Costs of Claimant's OOS Services

85. Claimant's father reports that the New Jersey Facility bills claimant's insurer and then bills claimant's parents for costs not covered by insurance, up to \$10,000 per month. However, there are additional costs after the insurer determines limitations in coverage and applicable copayments. Claimant's father reports that these additional costs were left out of Keeley's letter to DDS requesting authorization for funding of the OOS services, but claimant's father did not notice the omission at the time. He further reports that Keeley's letter did not include the cost of claimant's psychiatric care.

86. Claimant's father reports that the process of receiving insurance payments is very complicated, so much so that he hired an advocate to assist him. Claimant's father has spent approximately \$25,000 on this advocate but is not requesting reimbursement for that cost. Claimant's father reports that insurance coverage is close to completed for June, July and August of 2025, and pending for subsequent months. Claimant's father reports that the most expensive aspect of claimant's care is the in-home support, which ranges from \$30,000 to \$60,000 per month. Claimant's family could not afford this cost until DDS approved reimbursement, so claimant went without this support for several months.

87. Claimant's father prepared a spreadsheet of costs of claimant's care. However, because of pending insurance determinations, it is not possible to determine the relevant costs, even through August 2025. Moreover, claimant's spreadsheet and

closing brief contains cost totals in various categories and for various periods of time, but not for the relevant period of time, January 1 through September 1, 2025.

Timeliness of Claimant's Third Appeal (Funding Limits)

88. On January 13, 2026, at the commencement of the hearing of this matter, claimant's counsel orally indicated that his claims included a challenge to the spending limits stated in DDS's approval of funding for certain OOS services for a six-month period including the current date. The undersigned viewed the October 20, 2025, DDS approval letter (see Factual Finding 58), remarked that it was issued more than 60 days prior to the current date, and asked claimant's counsel if a written appeal had been filed. Claimant's counsel admitted that no written appeal had been filed. The undersigned raised the issue of timeliness and jurisdiction. The issue was left pending. At the beginning of hearing on February 20, 2026, the undersigned again raised the issue, explaining that, when he first raised the issue, he was unaware that on November 26, 2025, DDS sent another approval letter, superseding the October 20, 2025, letter (see Factual Finding 59), but now understood that, on January 13, 2026, at the commencement of the hearing of this matter, it had been less than 60 days since DDS sent the letter claimant sought to challenge. Promptly thereafter, on February 20, 2026, claimant filed a written appeal of the "funding cap" of \$77,500 per month stated in the November 26, 2025, approval. (See Factual Finding 10.) As of the date of this proposed decision, that appeal was assigned DDS No. CS0034305, filed with OAH, assigned OAH case number 2026020937, and set for mediation and hearing in late March and early April 2026, respectively.

Ultimate Factual Findings

89. Claimant's needs from January 1 through September 1, 2025 (and thereafter), were extraordinarily extensive and complex. The evidence received at hearing—including records from the NY School, the persuasive testimony of Dr. Mitnick, Dr. Manente, and Dr. Iannaccone, and the credible testimony of Nicholson and claimant's father—established that claimant's current needs include: numerous well-trained staff in protective clothing at all times, living quarters without forced contact with other clients, reasonable access to a facility where claimant can receive ECT, and extensive behavioral modification training.

90. The evidence further established that from January 1 through September 1, 2025 (and currently), these needs could not be met by resources and facilities then available in the State of California. Keeley stated this in his August 29, 2025, and January 30, 2026, letters to DDS, after extensive efforts and after three DDS crisis care homes evaluated claimant and determined they could not safely and appropriately care for him. (See Factual Findings 56 & 65.) Additionally, claimant was first diagnosed with Crohn's disease and hyperactive catatonia during this period. His needs were escalating and also changing rapidly, further exacerbating the difficulty of finding an appropriate placement for him.

91. SARC's denials of claimant's requests for funding of OOS services were based on its assertions that the reimbursement was not part of claimant's IPP and that claimant's conservators did not consent to referrals for placement until October 23, 2024. In its closing brief, SARC appears to have abandoned these claims. Regardless, the inability to identify and marshal the necessary resources and/or facilities to care for claimant in California in 2025 was not substantially caused by any acts or omissions of claimant's parents. Claimant's parents did not return an executed consent form

(consent to sending claimant's information to potential placements) until October 23, 2024, almost seven months after SARC first requested. However, the evidence shows that during this period of time, SARC did not have the information regarding claimant's needs necessary for evaluation of a potential placement. SARC and claimant's parents agreed that an addendum to claimant's IPP was necessary for this purpose. SARC's first draft of such addendum was missing significant critical information and contained erroneous information. The parties agreed that claimant's parents would draft the addendum. Claimant's parents gathered the necessary information (no small task) and returned a draft that was substantially complete. After SARC provided its final edits to the draft addendum, claimant's parents promptly signed it and returned an executed consent form. So, once the placement package was ready to disseminate, there was no further delay. Accordingly, claimant's parents did not substantially delay SARC's efforts to find an appropriate placement for claimant in California.

92. The costs of OOS service rendered to claimant between January 1 and September 1, 2025, have not yet been fully determined. (See Factual Findings 85–87.)

LEGAL CONCLUSIONS

1. The State of California accepts responsibility for persons with developmental disabilities under the Lanterman Developmental Disabilities Services Act (Act) (Welf. & Inst. Code, § 4500, et seq. [all statutory references are to the Welfare and Institutions Code]). The purpose of the Act is to rectify the problem of inadequate treatment and services for the developmentally disabled, and to enable developmentally disabled individuals to lead independent and productive lives in the least restrictive setting possible. (*Id.* §§ 4501, 4502; *Association for Retarded Citizens v.*

Department of Developmental Services (1985) 38 Cal.3d 384.) The Act is a remedial statute; as such it must be interpreted broadly. (*California State Restaurant Association v. Whitlow* (1976) 58 Cal.App.3d 340, 347.)

2. The Act mandates 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.) Regional centers have the responsibility of carrying out the state’s responsibilities to the developmentally disabled under the Act. (§ 4620, subd. (a).) The Act directs regional centers to develop and implement an IPP for each individual who is eligible for services, setting forth the services and supports needed by the consumer to meet his or her goals and objectives. (§ 4646.) The determination of which services and supports are necessary is made after analyzing the needs and preferences of the consumer, the range of service options available, the effectiveness of each option in meeting the goals of the IPP, and the cost of each option. (§§ 4646, 4646.5 & 4648.)

3. As claimant is seeking to establish eligibility for government benefits or services, he has the burden of proving by a preponderance of the evidence that he is entitled to such services. (See *Lindsay v. San Diego Retirement Bd.* (1964) 231 Cal.App.2d 156, 161 [disability benefits]; Evid. Code, § 500.)

Out-Of-State Services

4. The Lanterman Act restricts regional centers’ authority to expend funds it receives from DDS to purchase services outside California. Specifically (with exceptions that do not apply to claimants), section 4519 permits SARC to purchase such OOS services only with approval from the DDS Director. Moreover, section 4519 permits the

DDS Director to approve such OOS service purchases only if “the proposed service or an appropriate alternative, as determined by the director, is not available from resources and facilities within the state.” (§ 4519, subd. (a).)

5. If a consumer asks a regional center to purchase OOS services, the regional center must evaluate the consumer’s request with reference to “options to serve the consumer in California.” (§ 4519, subd. (a).) The regional center may ask the DDS Director to approve an OOS service purchase only if the regional center has conducted a “comprehensive assessment” and supports its request with “details regarding all options considered and an explanation of why these options cannot meet the consumer’s needs.” (*Ibid.*) The DDS Director may authorize a regional center to purchase OOS services for six months, with extensions available only upon similar comprehensive re-assessment. (*Ibid.*) “An extension shall not exceed six months.” (*Ibid.*)

JANUARY 1 THROUGH SEPTEMBER 1, 2025

6. In November and December 2024, SARC issued notices of actions, denying claimant’s request for OOS services, based on its assertions that the reimbursement was not part of claimant’s IPP and that claimant’s conservators did not consent to referrals for placement until October 23, 2024. (Factual Finding 6.) However, claimant’s parents did not substantially delay SARC’s efforts to find an appropriate placement for claimant in California. (Factual Finding 91.) And the purpose of the nearly seven-month process to create the addendum to claimant’s IPP was to secure services in California. The need for OOS services only arose because appropriate services in California were not found. Accordingly, the reasons stated in the notices of action do not support SARC’s November and December 2024 denials of OOS services.

7. SARC, with assistance from DDS, ultimately conducted the “comprehensive assessment” required by section 4519 and concluded that it was “unable to find an appropriate placement that will meet [claimant’s] current needs.” (Factual Finding 56.) The evidence in these proceedings confirmed that conclusion. (Factual Finding 90.) From January 1 through September 1, 2025, claimant’s needs could not be met by resources and facilities then available in the State of California. (*Ibid.*)

8. Nevertheless, in its closing brief SARC argues that claimant’s claim for reimbursement for OOS costs incurred from January 1 through September 1, 2025, should be denied. SARC argues that section 4519 only permits funding of OOS services for a grand total of 12 months. SARC contends that the statute’s reference to a maximum authorization of six months, and the statement that an extension shall not exceed six months means that only 12 months of OOS services can be funded. However, section 4519 does not state or imply that only one extension can be granted. Moreover, section 4519 is silent regarding reimbursement of OOS expenses incurred prior to a regional center’s “comprehensive assessment.”

9. The only other authority SARC cites for its interpretation is section 4418.7, subdivision (e)(3), which states time limits for placement of a client at an acute crisis home operated by DDS (“A consumer’s placement at an acute crisis home operated by the department shall not exceed one year unless [three procedural requirements are satisfied, in which case] the regional center may request, and the committing court may grant, an additional extension of the commitment, not to exceed 30 days.”). However, this limit is explicit and is designed to protect the personal rights of clients. SARC’s interpretation that section 4519 sets a hard cap of 12 months for OOS services is not persuasive. DDS’s authorization of payment for OOS services

for the period September 2, 2025, through September 3, 2026, does not bar claimant's claim for reimbursement for the costs of OOS services incurred from January 1 through September 1, 2025.

10. Claimant proved that appropriate services were not available from resources or facilities within California from January 1 through September 1, 2025. Claimant is entitled to reimbursement for the reasonable and necessary costs of those services, rendered while he was physically not in California.

AUTHORIZATION OF OOS SERVICES AFTER SEPTEMBER 1, 2025

11. It is undisputed that DDS's November 26, 2025, and February 19, 2026, approvals of OOS services (see Factual Findings 8 and 9) rendered moot the question of whether OOS services for claimant should be authorized for the period after September 1, 2025. Section 4519 does not permit prospective authorization of OOS services for a period of time greater than six months. Authorization of OOS services for claimant after September 3, 2026, must be addressed by following the procedures set forth in section 4519.

THE COST LIMITS STATED IN DDS'S AUTHORIZATIONS OF OOS SERVICES

12. Claimant also seeks to challenge certain cost limits stated in DDS's November 26, 2025, and February 19, 2026, approvals of OOS services. (See Factual Findings 8 & 9.)

13. Section 4710.5, subdivision (a), states:

Any applicant for or recipient of services, or authorized representative of the applicant or recipient, who is dissatisfied with a decision or action of the regional center

or state-operated facility under this division shall, upon filing a request within 60 days after notification of that decision or action, be afforded an opportunity for an informal meeting, a mediation, and a fair hearing.

For the purposes of section 4519, DDS "shall be considered a service agency." (§ 4519, subd. (a).)

14. Claimant's written appeal of the November 26, 2025, authorization was filed on February 20, 2026, 86 days after the authorization was issued. On its face, this appeal was untimely, raising questions about whether the claim is jurisdictionally barred. However, section 4701 states that "adequate notice" of an action requires information about how to file an appeal and information about the fair hearing process. (§ 4701, subds. (a)(7) & (a)(9).) The evidence did not establish that claimant was provided with such information in connection with the November 26, 2025, authorization.

15. Moreover, claimant orally raised his claim regarding the cost limits stated in the November 26, 2025, authorization on January 13, 2026, at the commencement of the hearing of this matter. (Factual Finding 88.) Especially in light of the misunderstanding and confusion described in Factual Finding 88, claimant's actions constitute substantial compliance with the written appeal requirement stated in section 4710.5, subdivision (a). Accordingly, claimant's appeal of the cost limits stated in the November 26, 2025, authorization is not time-barred.

16. However, Claimant's requests in his closing brief to increase the cost limits stated in the February 19, 2026, authorization were made after the conclusion of

the hearing and did not provide SARC with adequate notice or an opportunity to respond. As such this claim cannot be adjudicated in this proposed decision.

17. Moreover, both of claimant's challenges to the cost limits stated in the DDS authorizations of OOS services cannot be decided in this proposed decision because DDS is considered a service agency for this issue (§ 4519, subd. (a)) and DDS was not afforded an opportunity to participate in these consolidated proceedings. (Factual Finding 11.) Claimant's appeal of cost limits stated in the November 26, 2025, authorization will proceed as DDS No. CS0034305 and OAH case number 2026020937. (See Factual Finding 88.)

ORDER

Claimant's appeal is granted in part and denied in part.

1. San Andreas Regional Center (SARC) shall reimburse claimant's parents for documented, unreimbursed costs of temporary residential and treatment services for claimant while he was physically not in the State of California, incurred from January 1 through September 1, 2025.

2. Claimant's claim for authorization of out-of-state services after September 1, 2025, is dismissed as moot.

3. Claimant's challenges to the cost limits stated in Department of Developmental Services' November 26, 2025, and February 19, 2026, approvals of out-of-state services are dismissed without prejudice to pursuing them in other proceedings.

DATE:

MICHAEL C. STARKEY
Administrative Law Judge
Office of Administrative Hearings

BEFORE THE
DEPARTMENT OF DEVELOPMENTAL SERVICES
STATE OF CALIFORNIA

In the Matter of:

Claimant

OAH Case No. 2024110872 & 2025010095

Vs.

DECISION BY THE DIRECTOR

San Andreas Regional Center

Respondent.

ORDER OF DECISION

On March 19, 2026, an Administrative Law Judge (ALJ) at the Office of Administrative Hearings (OAH) issued a Proposed Decision in this matter. Given the unique circumstances of the case, after review of the record the Department modifies the Proposed Decision as follows:

1. Claimant met his burden of proof that claimant's needs could not be met by resources and facilities then available in California from January 1, 2025, through September 1, 2025, and thus claimant is entitled to reimbursement from San Andreas Regional Center (SARC) for certain documented receipt(s) of actual costs of services and/or supports provided to claimant while outside of California during this period. Reimbursement from SARC of these costs incurred by claimant shall include the following:
 - a. Services and/or supports that are related to claimant's developmental disability and are specified or identified in claimant's Individual Program Plan (IPP) from January 1, 2025, through September 1, 2025, as addressing claimant's goals and needs, pursuant to Welfare and Institutions Code sections 4512, subdivision (b) and 4648.
 - b. Services and/or supports that are not covered by generic resources, pursuant to Welfare and Institutions Code sections 4644, 4646.4, subdivision (a)(2), 4648, subdivision (a)(8), and 4659, subdivision (a)(1) and (2). Services and/or supports covered by generic resources include, but are not limited to, medical expenses payments available through private insurance and/or Medi-Cal and/or Medi-care consistent with Welfare and Institutions Code section 4659, subdivision (d)(1).

- c. Service and/or supports that cannot be provided by family and natural supports, pursuant to Welfare and Institutions sections 4512, subdivision (e), 4646.4, subdivision (a), and 4646.5, subdivision (a)(5). Family and natural support consists of, but are not limited to, routine maintenance of home environment that fall outside specialized scope of services and/or supports and parental services and/or supports similar to what parents would provide to an individual of the same age without a disability.
 - d. Services and/or supports that are eligible for reimbursement or payment by the federal Home and Community- based Services Waiver for Californians with Developmental Disabilities (HCBS-DD) program.
2. Within 30 calendar days of this Decision, claimant shall provide SARC with documented receipt(s) of actual costs of services and/or supports provided to claimant as outlined above while outside of California from January 1, 2025, through September 1, 2025. Within 60 calendar days of this Decision, claimant and/or their authorized representative(s) and the regional center shall hold an IPP meeting, consistent with Welfare and Institutions Code sections 4646 and 4648, to determine what documented receipt(s) of actual costs of services and/or supports provided to claimant while outside of California between January 1, 2025 and September 1, 2025, and which of these costs claimant is entitled to reimbursement from SARC.
3. The ALJ's Order that "claimant's claim for authorization of out-of-state services after September 1, 2025, is dismissed as moot" is ADOPTED.
4. The ALJ's Order that "claimant's challenges to the cost limits stated in Department of Developmental Services' November 26, 2025, and February 19, 2026, approvals of out-of-state services are dismissed without prejudice to pursuing them in other proceedings" is ADOPTED.

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 4712.5, subdivision (a)(1), 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 April 14, 2026.

Original signed by:
Katie Hornberger, Deputy Director
Division of Community Assistance and Resolutions