

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

**In the Matter of:**

**CLAIMANT**

**vs.**

**SAN GABRIEL POMONA REGIONAL CENTER**

**Service Agency.**

**DDS No. CS0027870**

**OAH No. 2025070046**

**DECISION**

Administrative Law Judge (Hearing Officer) Chantal M. Sampogna, Office of Administrative Hearings (OAH), heard this fair hearing on May 11, 2026, in Pomona, California.

Matthew M. Pope, Attorney at Law, appeared on behalf of Claimant who was not present. Claimant's mother and conservator (Mother) was present. (Titles are used to protect the privacy of Claimant and his family.)

Andres Martinez, Law Clerk, under the supervision of Julie A. Ocheltree, Attorney at Law, Enright and Ocheltree, LLP, appeared on behalf of San Gabriel Pomona Regional Center (Service Agency).

Witness testimony and documentary evidence was received. The record closed and the matter was submitted for decision on May 11, 2026.

## **ISSUE**

Whether Service Agency must reimburse Mother for the cost of dental treatment Claimant received in May and June 2025 totaling \$17,875.

## **EVIDENCE RELIED ON**

Documents: Service Agency's Exhibits 1 through 24, 27 through 29, and 31; Claimant's Exhibits A, B, E (B9 & B15), G, I, M, Q, CC, and FF.

Testimony: Daniel Ibarra, Service Agency's Appeals and Resolutions Manager; Mother.

## **SUMMARY**

Claimant is a 20-year-old man who is eligible for regional center services (services) based on his diagnosis of Autism Spectrum Disorder (ASD). Claimant lives with Mother. Claimant's ASD symptoms include maladaptive behaviors, such as hitting himself and others, which warrant a 2:1 aide ratio.

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On May 12, and June 23 and 27, 2025, Claimant received a dental assessment and dental treatment for the filling of 14 cavities and the removal of four impacted wisdom teeth (dental treatment) which required anesthesia and intubation on both June dates (anesthesia requirement). Claimant initially sought reimbursement of the total cost of the dental treatment and anesthesia requirement, \$28,235, asserting both were medically necessary and constituted a medical emergency, and because Service Agency did not offer appropriate or qualified vendors.

Service Agency agreed to reimburse the costs of the anesthesia requirement, \$10,475, offering an exception to its Purchase of Service Policy for Medical, Dental and Equipment Services (Dental POS) because the anesthesia requirement was necessary due to Claimant's ASD symptoms. Service Agency refused to pay the outstanding \$17,875 for the dental treatment because Claimant did not comply with its Dental POS and failed to establish the dental treatment met the requirements for retroactive reimbursement (reimbursement).

Claimant failed to comply with Service Agency's Dental POS, e.g., Claimant did not establish he did not have dental insurance, or that he had dental insurance which had denied coverage of the dental treatment or anesthesia requirement. However, the evidence established the June 27, 2025, removal of Claimant's impacted wisdom teeth by an oral surgeon was emergency medical treatment and warranted an exception to the reimbursement requirements. Accordingly, Claimant's appeal is granted in part and denied in part. Service Agency must reimburse Claimant for the cost of the extraction of Claimant's impacted wisdom teeth, totaling \$3,775. The remaining amount of Claimant's request for reimbursement of \$14,010, is denied.

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## **PROCEDURAL MATTERS**

At the commencement of the fair hearing, during review of the parties' witnesses, Claimant requested that two of his proposed witnesses, Lorrie Waldinger, Claimant's educational advocate, and Alexander Ash, DDS, (collectively, proffered witnesses) be permitted to testify by phone (motion for hybrid hearing). Claimant did not provide cause for the untimely request, but rather explained that he believed it would be easier to have the proffered witnesses appear by phone. Service Agency objected on the grounds that the fair hearing was held in-person based on Claimant's request, and because the motion for a hybrid hearing was untimely.

Claimant's motion for a hybrid hearing was denied. Claimant failed to establish good cause for failing to properly request a hybrid hearing via an Appeals Request Change Form, or otherwise provide Service Agency or OAH with any notice of his motion for a hybrid hearing before the hearing commenced. Further, Claimant failed to establish reasonable attempts were made to have the proffered witnesses appear in-person, or that they were unavailable to do so.

Also at the commencement of the fair hearing, Service Agency provided that its sole witness would be Mr. Ibarra. Claimant objected on the grounds that Service Agency's original position statement (not submitted) named Christina Macasaet, Service Agency's Dental Coordinator, as a Service Agency witness. Based on this change in witnesses, Claimant requested a continuance (motion to continue) on the grounds that he had believed he would have the opportunity to question Ms. Macasaet. Service Agency objected on the grounds that it is not required to call any witness and Claimant had the opportunity to subpoena Ms. Macasaet had he chosen to do so.

Claimant's motion to continue was denied. Claimant failed to present good cause for the continuance. It is Claimant's responsibility to secure his witnesses in accordance with the date, time, and manner of the hearing. Further, Claimant named Ms. Macasaet on his own witness list yet failed to subpoena her to testify.

## **FACTUAL FINDINGS**

### **Jurisdiction**

1. Claimant is a 20-year-old man who is eligible for regional center services under the Lanterman Act (Welf. & Inst. Code, § 4500 et seq.) based on the diagnosis of ASD. (Undesignated statutory references are to the Welfare and Institutions Code.) Claimant lives with Mother, who is also Claimant's conservator.

2. On May 20, 2025, Mother requested Service Agency reimburse Claimant for anticipated dental treatment to be conducted by Dr. Ash.

3. On June 5, 2025, Service Agency issued a Notice of Action (NOA) denying Claimant's request because it determined generic resources were available and had not been explored, the request was not approved through Claimant's Individual Program Planning (IPP), and documents were not provided indicating the dental treatment was a medical necessity.

4. Mother timely appealed the NOA on June 26, 2025, and requested a fair hearing.

5. On September 9, 2025, in a post-informal meeting letter, Service Agency modified the NOA and agreed to reimburse Claimant for the anesthesia requirement, but denied reimbursement for the dental treatment, explaining its decision as follows:

Based on the review of the documents, [Service Agency] proposes reimbursement for the anesthesia administered by Dr. Montgomery on 6/23/25, in the amount of \$5,575 and on 6/27/25, in the amount of \$4,900, totaling \$10,475. This determination was made in recognition of [Claimant's] developmental disability, which presents significant sensory and behavioral challenges that require sedation to safely complete dental procedures.

[Service Agency] acknowledges that sedation services may have been eligible for coverage through [Claimant's] Denti-Cal benefits, however, in this case, [Service Agency] is granting an exception for reimbursement.

It is important to note that while the dental work was extensive, the documents did not include evidence that the procedures performed by Dr. Ash were an emergency or required immediate intervention. Given that [Claimant] has Denti-Cal, it is expected that insurance options be explored first.

(Exh. 20, p. A106.)

## **Claimant's Service Needs**

### **CLAIMANT'S MALADAPTIVE BEHAVIORS**

6. Claimant's maladaptive behaviors (behaviors) have been constant throughout his life and are not in dispute. As he currently stands approximately five

feet and 11 inches tall, and weighs at least 180 pounds, Claimant requires constant supervision for the protection of himself and others.

7. Claimant's most recent Individualized Program Plan (IPP) explains his behaviors as follows:

[Claimant] exhibits extreme and unpredictable behaviors that can escalate quickly and place him or others at risk. He requires constant supervision during waking hours and the ongoing support of trained staff capable of intervening safely and effectively. His behavioral challenges include aggression, self-injurious behavior, property destruction, and episodes of running or wandering, which can result in injury or major damage. These incidents often occur in response to frustration, communication difficulties, or sensory overload.

(Exh. 7, p. A72.)

8. Based on Claimant's behaviors, he receives full-time supervision at home to ensure his safety, comfort, and well-being. Claimant has 2:1 staff support in place across all settings, including during transportation to and from school. A team of six trained staff rotate throughout the day to provide continuous coverage and stability in his home environment. (Exh. 7, p. A80.)

9. Mother submitted incident reports written over the past six years, and a behavior analysis conducted in August 2023 by Joshua Trevino, M.S., BCBA, Service Agency's behaviorist (Exh. CC). These documents describe Claimant's behaviors to include biting his wrist and punching his head, requiring him to put on a helmet;

Claimant has also hit himself, Mother and the wall. (Exh. G, pp. B33-B37.) Claimant also regularly elopes; once when he was 15 years old, he drove Mother's vehicle into a neighbor's wall, costing Mother \$7,000 in resulting damages.

10. Included in Mr. Trevino's recommendations was a recommendation for residential placement as follows:

Due to [Claimant's] targeting of [Mother], his size and history of mod-severe elopement, aggression and [self-injurious behaviors (SIB)], it is recommended that [Claimant] be provided this support in a residential placement. Support in a residential placement can monitor his progress closely and ensure continuity of clinical care across time of day. Enhanced Behavior Support homes and or Secured Perimeter homes would be appropriate placement options for an individual who engages in moderate to severe aggression, SIB and elopement at the level [Claimant] presents. [¶] If residential placement is not feasible at this time, intensive ABA support in home with a minimum of 2:1 support and overnight behavioral respite is recommended to ensure [Claimant's] safety and the safety of staff and parent.

(Exh. CC, p. B156.)

11. At the time of the fair hearing, Claimant continued to live with Mother. However, Claimant's behaviors continued to pose significant challenges and a loss of available services. During November 2025, Claimant received services from California

Unified Service Providers (CUSP), & Behavioral CUSP LLC (Behavioral CUSP). On November 30, 2025, Eric. W. Maier, Ph.D., Chief Clinical Officer and Chief Executive Officer of Behavioral CUSP, informed Mother via email that effective December 19, 2025, Behavioral CUSP would no longer be able to staff Claimant's case because the program did not have behavior service providers who were physically able to keep Claimant and those around him safe. (Exh. B.)

### **CLAIMANT'S IPPs AND IPP PROGRESS REPORTS**

12. The evidence presented Claimant's IPPs and IPP Progress Reports (IPP PRs) from 2021 through 2025, collectively IPP reports. Mother attended these IPP meetings with various advocates.

13. The IPP reports summarize Claimant's goals related to dental care, including Mother's decisions to not provide Service Agency access to Claimant's dental records or other related information. The IPP reports also consistently document that the assigned service coordinator (SC) often had to contact Mother between three to five times before hearing back from Mother and being able to schedule the required IPP or IPP PR meeting. Mother's delayed responses resulted in required IPP meetings being scheduled as much as two months late. In addition, during this time Mother repeatedly declined to provide Service Agency with proof of Claimant's medical or dental insurance or sign releases of information which would provide Service Agency timely access to Claimant's dental records and treatment. Although such choices are within Mother's rights, the evidence established that Service Agency's lack of access to this information interfered with its ability in 2025 to provide initial appropriate referrals to Mother, and to expeditiously assist Mother with Service Agency's Dental POS requirements.

## 2024 IPP

14. Claimant's October 7, 2024 IPP (2024 IPP), held when Claimant was 19 years old, documented the most recent IPP meeting held before the dental treatment was provided. Per SC Nathaniel (Garcia) Escobar's notes in the 2024 IPP, he reached out to Mother twice in August 2024, and three times in September 2024, before the 2024 IPP was scheduled.

15. Of Claimant's eight 2024 IPP Outcome Goals (Goals), Goals 1 and 6 relate to Claimant's dental care and needs. (Exh. 6, pp. A59 & A65.) Goal 1 provides that Claimant will remain healthy by visiting his primary care physician annually and his dentist semi-annually. Goal 6 provides that Claimant will be involved in vision therapy and occupational therapy (OT) specialized in addressing sensory issues.

16. Regarding Goals 1 and 6, Mother was responsible for scheduling all necessary dental appointments and following through with all dentist recommendations. Service Agency was responsible for reviewing Claimant's dental care needs with Mother and Claimant during each visit and requesting all dental records once per year to update the file. The 2024 IPP further provided that dental coverage would be provided by private insurance, Denti-Cal or other generic resources. (Exh. 6, pp. A59-A60, A65.) However, Mother preferred not to share or authorize disclosure of Claimant's dental records or dental insurance. (*Id.* at p. A56.) Per Mother, at the time of the 2024 IPP meeting, Claimant's last dental visit had been in 2022 with no new cavities reported and she preferred not to share the name of Claimant's dentist. (*Id.* at p. A68.)

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## **2021 THROUGH 2023 IPP AND IPP PROGRESS REPORTS**

17. Service Agency and Claimant presented one additional IPP and three IPP PRs which occurred before Claimant's dental treatment. The IPP was dated October 28, 2021 (October 2021 IPP) (Exh. 3), and the three IPP PRs were dated January 15, 2021 (January 2021 IPP PR) (Exh. D), March 14, 2023 (March 2023 IPP PR) (Exh. 4), and August 21, 2023 (August 2023 IPP PR) (Exh. 5), collectively previous IPPs. The previous IPPs report the same Goals related to Claimant's dental care needs as are included in the 2024 IPP.

18. On January 15, 2021, when Claimant was fifteen years old, SC Brenda Bao and Mother met virtually for Claimant's 2021 IPP PR meeting. (The underlying IPP was dated October 28, 2021, and though referenced at the fair hearing, was not submitted). SC Bao made six attempts between July 2020 and January 2021 to schedule Claimant's January 2021 IPP PR meeting. At the 2021 IPP PR meeting, Mother reported Claimant's dental needs were covered through United Health Care (UCH), but Mother declined to provide Service Agency with a copy of his insurance coverage policy or card. Also at the meeting, Mother reported Claimant had a difficult time going to the dentist, noting that in the summer of 2019 she attempted to take Claimant to the dentist, but he was fearful and she did not follow through with consultation. She further reported Claimant had a compacted tooth. (Exh D, p. B7.) However, Mother did not request assistance with Claimant's dental care.

19. On October 28, 2021, when Claimant was 16 years old, Mother met virtually with SC Gabriel Valdivias. SC Valdivias contacted Mother on October 28, 2021, to schedule the October 2021 IPP meeting, which was held the same day. During the October 2021 IPP meeting, Mother reported that Claimant last saw a dentist in January 2021, and there were no new cavities reported and he received a complete routine

cleaning.(Exh. 3, p. A25.) Regarding Goal 6, Claimant had demonstrated little progress because he continued to need assistance brushing his teeth. Mother reported Claimant's primary insurance coverage was provided by Blue Shield PPO, but Mother chose not to share Claimant's insurance card or the name of Claimant's dentist. Mother also declined to sign the October 2021 IPP or sign a release of dental records. (*Id.* at p. A24.)

20. On March 14, 2023, when Claimant was 17 years old, SC Bao and Mother met virtually for Claimant's March 2023 IPP PR meeting. SC Boa contacted Mother four times between January and March 2023, to schedule the March 2023 IPP PR meeting. Mother reported Claimant was last seen by a dentist sometime in 2022; he had a routine cleaning and no new cavities were reported. Mother reported Claimant's primary insurance coverage was provided by Blue Shield PPO, but Mother chose not to share Claimant's insurance card or the name of Claimant's dentist. (Exh. 4, p. A40.) Mother also declined to sign a release of dental records. (*Id.* at p. A37.)

21. On August 21, 2023, when Claimant was 18 years old, SC Boa and Mother met virtually for Claimant's August 2023 IPP PR meeting. SC Bao contacted Mother three times between July and August 2023 to schedule the August 2023 IPP PR meeting. The August 2023 IPP PR provides the same dental and dental records information as the March 2023 IPP PR. (Exh. 5, p. A49.) Mother did not otherwise communicate concerns about, or request assistance with, Claimant's dental needs. Mother did request seven distinct actions from Service Agency, e.g., she requested Claimant's Applied Behavioral Analysis (ABA) and respite be provided at 2:1, a rate increase for Claimant's 2:1 provider, and clarification about how an individual qualifies for ABA when over 18 years of age. Of Mother's seven requests, there was no mention of, or a service request made regarding, Claimant's dental care. (*Id.* at p. A43.)

## **Claimant's Request for Assistance with Obtaining Dental Care**

### **DECEMBER 2024 DENTAL APPOINTMENT WITH ARMAN DAYAN, DDS**

22. Arman Dayan, DDS, wrote a letter dated July 8, 2025, describing his December 14, 2024 appointment with Claimant (Exh. 17). Dr. Dayan explained that due to Claimant's ASD symptoms during the appointment, Dr. Dayan could not complete routine dental treatment. Claimant demonstrated sensory sensitivities, anxiety, and behavioral challenges, and was unable to sit or tolerate treatment. However, Dr. Dayan was able to obtain x-rays of Claimant's teeth which showed Claimant had 14 cavities. Dr. Dayan explained that "[g]iven the essential nature of the required dental procedures which include fillings, cleanings, extractions, or other medically indicated care, anesthesia was recommended." (*Id.*)

### **COMMUNICATION BETWEEN SERVICE AGENCY AND MOTHER**

23. Service Agency presented a "Timeline of Dental Requests" (timeline) (Exh. 8) prepared by Claimant's previous SC, SC Escobar. The timeline summarizes communication between Mother, Claimant's educational advocate, and Service Agency regarding Claimant's request for assistance with obtaining dental care. Although Mother disputes some of the contents of the timeline, they are corroborated by Service Agency emails and Dental POS requirements and are credited.

24. On March 12, 2025, SC Escobar met with Mother and Claimant's educational advocate. During this meeting they discussed Claimant's dental care needs, including the filling of 14 cavities found by Dr. Dayan. Mother explained Dr. Dayan could not complete the dental appointment based on Claimant's behaviors. After the meeting, SC Escobar emailed Mother a list of five dental providers (referrals) for her to consider and confirmed he would continue working with DC Macasaet to

meet Claimant's dental care needs. (See Exh E ,p. B15). SC Escobar also explained Service Agency's Dental POS requirements.

25. On April 7, 2025, Mother met with SC Escobar and explained that the referrals could not meet Claimant's needs because none of them could provide Intravenous (IV) sedation (sedation). She further stated that she does not have Denti-Cal insurance and inquired about whether Service Agency could reimburse out-of-pocket dental care expenses. SC Escobar again explained Service Agency's Dental POS requirements, including Mother's obligation to pursue insurance and obtain a denial letter if the requested coverage is denied.

26. On May 9, 2025, DC Macasaet informed SC Escobar via email (Exh. 9) that Mother had contacted her via phone and requested she provide Mother with additional referrals who could meet the anesthesia requirements. Per DC Macasaet's summary of the conversation, Mother informed her Claimant has 14 cavities and he requires the anesthesia requirements to receive dental care; however, the three referrals Mother had contacted do not meet the anesthesia requirements. Mother further informed DC Macasaet she did not have dental insurance.

27. During the May 9, 2025, conversation, DC Macasaet explained to Mother that Service Agency has a dental clinic which can assess Claimant's dental care needs; Service Agency's clinic would provide Claimant with two ABA providers, in addition to Claimant's own 2:1 aides, to support Claimant during any dental appointment. DC Macasaet also informed Mother the next clinic date was May 17, 2025, and Mother could bring Claimant to the clinic that day. Mother indicated she would not bring Claimant because she was worried about the lack of support for Claimant's maladaptive behaviors. Finally, DC Macasaet informed SC Escobar that she required

Claimant's dental records, and asked SC Escobar to send Mother a Dental Wellness Referral Form to obtain the required records.

28. On May 20, 2025, Mother met with SC Escobar and requested reimbursement of all dental care costs she anticipated Claimant would require, citing Claimant's need for anesthesia requirements to receive dental care. Mother also affirmed her intent to sign Service Agency's 202-Form, authorizing the release of Claimant's dental records, and shared that Claimant's current dental provider was Dr. Ash. Mother further explained Claimant does not have dental insurance. On May 21, 2025, SC Escobar sent the 202-Form to Mother; she returned the signed form the next day, authorizing, for a limited time of six-months, Dr. Ash to provide Service Agency Claimant's dental records.

29. On June 6, 2025, DC Macasaet sent SC Escobar an email summarizing the conversation they had earlier in the day and included additional information regarding Claimant's dental insurance coverage. DC Macasaet explained Mother and Claimant did not attend Service Agency's Dental Clinic on May 17, 2025. She further explained that without confirmation of Claimant's dental insurance, or absence thereof, DC Macasaet could not provide Mother additional referrals. DC Macasaet was able to search Claimant's dental coverage in a statewide system and found his dental insurance provider to be United Health Care Dental Plan (UHC) as primary, and Denti-Cal as secondary, and included a printout of this dental coverage with the email. (See Exh. 16, p. A98). DC Macasaet suggested to SC Escobar that Mother should contact UHC for necessary referrals.

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## **Claimant's Dental Treatment**

### **ELECTIVE DENTAL TREATMENT**

30. Claimant had three dental appointments with Dr. Ash. The first appointment was held on May 12, 2025, during which time Dr. Ash assessed Claimant's dental care needs. On June 23 and 27, 2025, Dr. Ash, together with anesthesiologist Aimee Montgomery, M.D., provided Claimant's dental treatment. Dr. Ash summarized these appointments and the dental treatment he provided in his clinic notes (Exh. 15), Final Treatment Plan (Exh. 14), an undated letter (Exh. 18), and Dr. Ash's Statement which itemized the costs for Claimant's dental treatment (Exh. 13), collectively Dr. Ash's records.

31. On May 12, 2025, Dr. Ash met with Mother and Claimant. Mother reported Claimant was experiencing pain, which Dr. Ash proposed might be attributed to wisdom teeth. Dr. Ash recommended Claimant be evaluated by Dr. Montgomery and that he receive his dental treatment under sedation and with intubation, consistent with the anesthesia requirements, on the same day as the oral surgery for the extraction of Claimant's four wisdom teeth. (Exh. 15, p. A95.)

32. On June 23, 2025, Mother signed an "Elective Dental Procedure Acknowledgement and Financial Agreement" form, which itemized the cost per tooth for work to be performed. (Exh. 27.) On January 27, 2025, Mother signed a "Crown Consent for Crown/Bridge/Inlay/Onlay/Veneer Restorations" for teeth 3, 4, 19, 30. (Exh. 24.)

33. On June 23, 2025, Dr. Montgomery placed Claimant under sedation and Dr. Ash provided Claimant part of his dental treatment, which lasted approximately six hours. Dr. Ash performed work on the cavities, placed inlays over the affected teeth,

and, based on Claimant's wisdom teeth being impacted, determined the remaining dental treatment would need to be provided as a subsequent appointment, which would include removal of Claimant's wisdom teeth by an oral surgeon and application of final fillings of the cavities. (Exh. 15, p. A96.)

34. The second appointment was scheduled for some time in July 2025. However, soon after Claimant returned home from the June 23, 2025, appointment, he removed the inlays which Dr. Ash had placed over the exposed teeth. Dr. Ash determined that delaying the second appointment could compromise the success of the dental treatment. Accordingly, Dr. Ash rescheduled the second appointment for June 27, 2025.

35. On June 27, 2025, Dr. Montgomery again placed Claimant under sedation and intubation, and Dr. Ash completed or oversaw the final dental treatment, which included removal of the impacted wisdom teeth by an oral surgeon (not named), dental work which was required before the remaining dental treatment could be completed.

36. Dr. Ash provided the following explanation for performing the dental treatment over two appointments and for the anesthesia requirement:

The nature of [Claimant's] dental treatment - which included a deep cleaning, multiple fillings, crowns, inlays, and other restorative procedures - necessitated a timely second appointment. Due to his condition, temporary restorations were not a viable option, and delaying the delivery of the final restorations could have compromised the long-term success of the treatment. In particular, the

crown and inlay procedures cannot be completed in a single visit. The process requires intraoral scanning, laboratory fabrication, and a separate appointment for final delivery. Given [Claimant's] inability to cooperate while conscious, this made a second sedation appointment essential. Both sedation visits were medically necessary, as [Claimant] was unable to tolerate any dental procedures - including basic exams and X-rays - without being under sedation. His condition precluded any form of conscious treatment. Allowing these issues . . . to go untreated could have easily lead to severe medical issues down the road. Our office is uniquely equipped to manage complex cases like [Claimant's]. We offer specialized services and facilities that are not available in most dental settings, enabling us to deliver the safe, effective, and comprehensive care he required.

(Exh. 18.)

### **EMERGENCY EXTRACTION OF CLAIMANT'S IMPACTED WISDOM TEETH**

37. Conflicting evidence was presented regarding the nature of the wisdom teeth extraction requirement. Initially, Dr. Dayan's letter does not reference the need to extract Claimant's wisdom teeth. However, upon Dr. Ash's May 12, 2025, assessment, he proposed Claimant's dental treatment, including wisdom teeth extraction, would be completed on one day. (Exh. 15, p. A95.) Mother's testimony was consistent with this assessment.

38. However, Dr. Ash's letter describes the dental treatment to have required two days of work, with the wisdom teeth extraction being performed on the second day. (Exh. 18.) Mother's testimony was also consistent with this outcome, but she explained that the second dental appointment date had to be scheduled because Claimant's wisdom teeth were impacted and so the dental treatment could not be completed on June 23, 2025. The Statement affirms that on June 27, 2025, Claimant's four impacted wisdom teeth were extracted at a cost of \$3,447. (Exh. A, p. B2.)

39. The evidence was not clear about whether either Drs. Dayan or Ash were able to obtain complete x-rays of Claimant's wisdom teeth, or whether Dr. Ash knew before he began the dental treatment on June 23, 2025, that Claimant's wisdom teeth were impacted and required removal by an oral surgeon. In consideration of the evidence, it is most reasonable to find that Dr. Ash did not know before beginning the dental treatment on June 23, 2025, that Claimant's wisdom teeth were impacted, and to find that the fact of the impacted wisdom teeth, coupled with Claimant removal of the inlays, raised the removal Claimant's wisdom teeth from regular dental treatment to emergency dental treatment.

### **COSTS FOR CLAIMANT'S DENTAL TREATMENT**

40. The Statement itemized the cost of dental treatment. The Statement provided that between May and June 2025, Claimant received dental treatment by, or under the supervision of, Dr. Ash, amounting to a total charge of \$17,875. Within this total charge, was oral surgery dental treatment for the removal of Claimant's impacted wisdom teeth (teeth 1, 16, 17, and 32), totaling \$3,775. Mother also provided Service Agency a super bill from Dr. Montgomery, which documented a total amount of \$10,475 for her work. (Exh. Q, pp. B82-B84.)

## **Claimant's Evidence**

41. Mother disputed Service Agency's evidence. She asserted that Service Agency never informed her of its DC, but rather she learned about the DC through a friend. Mother also asserted DC Macasaet never informed Mother of the possible May 17, 2025, clinic date. Further, Mother claimed Service Agency never provided her with appropriate referrals and did not send her signed 202-Form to Dr. Ash. Finally, Mother asserted Service Agency knew that over the past many years Claimant did not receive dental care and the summaries in the IPPs and IPP PRs regarding Claimant's dental care were false. Despite Mother's assertions, her testimony and evidence was inconsistent and self-contradictory and is given little weight.

### **SEARCH FOR DENTAL PROVIDERS**

42. Mother explained that after the Dr. Dayman appointment, she accepted that Claimant would need the anesthesia requirements to receive dental care. She had concerns about Claimant being sedated and intubated, but understood it was necessary. Mother added that she made multiple attempts to find a dentist for Claimant, always ensuring before an assessment that the dentist could meet the anesthesia requirement; Mother stated she did so to reduce the stress that an assessment appointment might cause Claimant, and to prevent possible behaviors. However, Mother's later testimony contradicted these assertions.

43. First, Mother testified that in February 2025, she took Claimant to Dr. Gatsi (first name not provided) for possible treatment of the cavities, but Dr. Gatsi could not meet the anesthesia requirements. When asked why, if she had previously committed to not taking Claimant to a dentist who could not meet the anesthesia requirement for an assessment, she had taken Claimant to Dr. Gatsi for an assessment,

Mother changed her testimony to state Dr. Gatsi could meet the anesthesia requirements but was not able to perform the dental treatment.

44. Second, when testifying about why she had not taken Claimant to the dentist since approximately 2018, she testified she was afraid of the anesthesia requirements for Claimant. However, this contradicts Mother's previous testimony that she first understood and accepted the anesthesia requirements were necessary for Claimant to receive dental care in December 2024, after the Dr. Dayman appointment.

45. At hearing, Mother also presented emails she had sent to some of the referrals in February 2026. Mother opined the emails established her good faith efforts to contact the referrals before the June 2025 dental treatment, as well as the referrals' inability to meet Claimant's dental care needs. However, these emails were excluded as not relevant, as they were not probative of whether Mother contacted any referrals before the June 2025 dental treatment.

#### **ALLEGED PREVIOUS REQUESTS FOR ASSISTANCE WITH DENTAL CARE**

46. Mother claimed that between 2018 and 2023 she repeatedly asked Service Agency for assistance comparable to the requests in this matter, but Service Agency did not provide services. Mother's testimony on this issue is not supported by the evidence. Throughout the IPPs and IPP PRs, Mother showed herself to advocate for Claimant and to contest IPPs if she disagrees with service provision. However, the record does not show Mother disputed Service Agency's account of Claimant's dental health and treatment until March 2025. Although Mother historically did not sign the IPPs or IPP PRs, she separately demonstrated that she affirmatively asked for services when she determined it was necessary to do so (see Exh.5, p. A143).

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## **ALLEGATIONS THAT SERVICE AGENCY WAS DISHONEST**

47. Mother asserted she notified Service Agency of Claimant's required dental treatment in December 2024, and Service Agency failed to inform her of its DC. The evidence did not establish Mother informed Service Agency of the required dental treatment in December 2024. Rather, SC Escobar's March 10, 2025, email is the earliest communication submitted between Mother and Service Agency on this issue, and shows him informing Mother of the DC and committing to following through with ensuring DC Macasaet provided support to Mother regarding her request for assistance with obtaining dental care for Claimant. (Exh. E, p. B15.)

48. Mother's assertion that DC Macasaet did not inform Mother of the May 17, 2025, clinic day is not credited. On May 9, 2025, DC Macasaet sent SC Escobar an email soon after speaking with Mother detailing the conversation she had with Mother, and DC Macasaet's description of Service Agency's dental clinic and the ABA supports it would provide to Claimant (dental clinic conversation). DC Macasaet followed up with an email to SC Escobar stating Mother did not appear at the clinic on May 17, 2025. It is without merit to claim DC Macasaet made up the dental clinic conversation and spent the time writing two emails to DC Escobar about a conversation that did not happen.

49. Mother also asserted Service Agency never sent the medical release to Dr. Ash. However, this allegation was disproved by the fact that Service Agency received Claimant's dental records from Dr. Ash in July 2025.

## **MOTHER'S FAILURE TO ADHERE TO SERVICE AGENCY'S DENTAL POS**

50. Mother presented inconsistent reports to Service Agency regarding Claimant's dental insurance coverage. Notably, between 2021 and 2024, she

repeatedly informed Service Agency Claimant had dental insurance. There is no evidence that before the dental treatment she ever provided Service Agency documentation that this insurance had been canceled. Rather, Mother sent Service Agency a letter from Blue Shield dated June 25, 2025, which stated Mother's Platinum 90 PPO insurance coverage was termed out on January 2, 2025, and Claimant was not covered for any services under this dental plan (Exh. 23).

51. Regarding Denti-Cal, Mother repeatedly denied Claimant had Denti-Cal coverage. Mother initially claimed she did not know of Denti-Cal coverage. However, Mother testified both that Claimant was not covered by Denti-Cal and that she contacted Denti-Cal in February 2025 and was directed to search the website for possible providers. Nonetheless, after February 2025, Mother repeatedly informed Service Agency Claimant was not covered by Denti-Cal. Upon DC Macasaet's confirmation on June 6, 2025, that Claimant was covered by Denti-Cal, Mother did not contact Denti-Cal providers before the dental treatment was provided; nor did she obtain a denial letter from Denti-Cal stating it would not cover Claimant's dental treatment, or that she had exhausted any appeal rights.

### **CLAIMANT'S ADDITIONAL EVIDENCE AND ARGUMENTS**

52. Claimant requested photographs demonstrating bruising of Mother and video of Claimant's behaviors be admitted. Claimant had not uploaded the pictures or video to Case Lines. Service Agency objected. Claimant's requests were denied as untimely and not relevant. Claimant's behaviors are not in dispute or contradicted. Further additional evidence of these behaviors would not be probative as to whether the dental treatment was an emergency.

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53. When asked why she believed the dental treatment was an emergency, Mother explained that once Dr. Ash agreed to provide the dental treatment and anesthesia requirements, she knew she had to take the opportunity. Mother did not claim Dr. Ash placed any time limits on his willingness to provide the dental treatment and anesthesia requirements, nor did she assert Dr. Ash claimed it was a medical emergency. Rather, Dr. Ash described the dental treatment as medically necessary, not an emergency, and, per the appointment schedule, Dr. Ash waited six weeks after the May 12, 2025, assessment before beginning the dental treatment.

54. In addition to arguing the dental treatment qualifies for retroactive reimbursement under the Lanterman Act, Claimant argued that the enactment of the Oral Health for People with Disabilities Technical Assistance Center Program (Lanterman Act Dental Program) (§§ 4698.50 through 4698.53) further supports Claimant's request for retroactive reimbursement because it was enacted to address the insufficiency of dental care available to consumers. However, review of the Lanterman Act Dental Program does not support Claimant's argument.

55. The purpose of the Lanterman Act Dental Program is "to improve dental care services for people with developmental and intellectual disabilities by reducing or eliminating the need for dental treatment using sedation and general anesthesia." (§ 4698.50, subd. (a).) Although the Lanterman Act Dental Program identifies finding appropriate dental care for individuals with developmental disabilities as a problem, it supports limiting the use of anesthesia when consumers are undergoing dental treatment, contrary to the anesthesia requirements Claimant received. In addition, the Lanterman Act Dental Program is not required to be implemented until January 1, 2027, and no evidence was presented that Service Agency is a participating regional center. Accordingly, the Lanterman Act Dental Program is not applicable to this matter.

## **Service Agency's Dental POS**

56. Service Agency's Dental POS provides that dental services and supports may be purchased by Service Agency to improve or maintain an individual's health status. However, an individual is expected to provide for their own dental care through private insurance or other sources of health care and funding available to the general public.

57. Service Agency may purchase dental services for adult consumers if the following criteria are met: (1) the needed treatment is associated with, or has resulted from a developmental disability; and (2) the requested treatment is deemed to be medically necessary; and (3) Service Agency consultants or clinicians have reviewed and approved the need for such treatment; and (4) the individual is not eligible for Medi-Cal, private insurance or another third party payer coverage, or these funding resources have denied the necessary services in writing and Service Agency has determined that an appeal of the denial is not warranted.

58. Although regional centers have always been required to adhere to their Purchase of Service agreements, the recent passage of the Disability Equity, Transparency, and Accountability Act of 2024 (Accountability Act) (Assem Bill No. 1147 (2023-2024 Reg. Sess.) § 1), effective January 1, 2026, makes clear regional centers must strictly adhere to the laws and regulations controlling its disbursement of monies to provide increased oversight and transparency of regional centers' operations and performance. (*Id.* at § 2, subd. (a).) To achieve this purpose, the Accountability Act adds section 4639.76 to the Lanterman Act, making regional centers subject to the California Public Records Act (Chapter 1 (commencing with Section 7920.000) of Division 10 of Title 1 of the Government Code).

59. The evidence established that Mother did not comply with Service Agency's Dental POS. All of Claimant's dental treatment was medically necessary. However, regarding Claimant's dental treatment, other than the extraction of his impacted wisdom teeth, Claimant did not establish his dental treatment was associated with, or resulted from a developmental disability; rather, Claimant's need to have his cavities filled and the related dental treatment is dental care commonly needed by all individuals. Further, Mother did not provide Service Agency consultants or clinicians an opportunity to review and approve the need for his dental treatment before it was performed. Finally, Mother failed to establish Denti-Cal would not cover Claimant's dental treatment.

60. Regarding the extraction of Claimant's impacted wisdom teeth, the evidence established that the extraction was a medical emergency caused by Claimant's ASD symptoms. Initially, Claimant's behaviors limited the extent to which Drs. Dayan and Ash could obtain comprehensive and complete x-rays. Further, once the impacted wisdom teeth were discovered, and it became necessary to schedule a second appointment, Claimant's ASD symptoms led Claimant to remove the inlays, requiring emergency removal of the impacted wisdom teeth to otherwise preserve the dental treatment underway and the health of Claimant's teeth.

## **LEGAL CONCLUSIONS**

### **Jurisdiction**

1. The Lanterman Act governs this case. An administrative fair hearing to determine the rights and obligations of the parties is available under the Lanterman Act. (§§ 4700-4716.) Claimant requested a fair hearing to appeal Service Agency's

denial of his request to have Service Agency reimburse Mother for the cost of dental treatment Claimant received in May and June 2025 totaling \$17,875. Jurisdiction was established. (Factual Findings 1-5.)

## **Burden and Standard of Proof**

2. The party asserting a claim generally has the burden of proof in administrative proceedings. (See, e.g., *Lindsay v. San Diego County Retirement Bd.* (1964) 231 Cal.App.2d 156, 161-162.) In this matter, Claimant bears the burden of proving, by a preponderance of the evidence, that Service Agency must reimburse the cost of dental treatment Claimant received in May and June 2025 totaling \$17,875. (Evid. Code, §§ 115, 500.)

## **Regional Center Responsibilities**

3. The state is responsible to provide services and supports for developmentally disabled individuals and their families. (§ 4501.) Regional centers are “charged with providing developmentally disabled persons with ‘access to the facilities and services best suited to them throughout their lifetime’ and with determining “the manner in which those services are to be rendered.” (*Association for Retarded Citizens v. Department of Developmental Services* (1985) 38 Cal.3d 384, 389, hereafter *ARC*, quoting from § 4620.)

4. A regional center must provide specialized services and supports toward the achievement and maintenance of the consumer’s independent, productive, and normal life that allows the consumer to “approximate the pattern of everyday living available to people without disabilities of the same age.” (§ 4501.)

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5. Regional centers are responsible for conducting a planning process that results in an IPP, which must set forth goals and objectives for the consumer. (§§ 4512, subd. (b), 4646.5, subd. (a).)

6. To achieve the stated objectives of a consumer's IPP, the regional center must provide the consumer with needed services and supports which assist the consumer in achieving the greatest self-sufficiency possible and exercising personal choices which allow the consumer to interact with persons without disabilities in positive, meaningful ways. (§ 4648, subd. (a)(1).)

7. Though regional centers have wide discretion in how to implement the IPP, "they have no discretion in determining whether to implement: they must do so." (*ARC, supra*, 38 Cal.3d at p. 390, citing § 4648, subd. (a).)

## **Service Requirements**

8. The services to be provided to any consumer must be individually suited to meet the unique needs of the individual client in question, and within the bounds of the law, each consumer's particular needs must be met. (See, e.g., §§ 4500.5, subd. (d), 4501, 4502, 4512, subd. (b), 4640.7, subd. (a), 4646, subds. (a) & (b), 4648, subd. (a)(1) & (a)(2).) The Lanterman Act assigns a priority to services that will maximize the consumer's participation in the community. (§ 4646.5, subd. (a)(2).)

9. Services and supports for persons with developmental disabilities means "specialized services and supports or special adaptations of generic services and supports directed toward the alleviation of a developmental disability" or toward the consumer's achievement and maintenance of an independent, productive, and normal life. (§ 4512, subd. (b).)

10. The IPP team determines a consumer's necessary services and supports based on the consumer's needs and preferences and must consider a range of service options proposed by IPP participants, the effectiveness of each option in meeting the IPP goals, and the cost-effectiveness of each option. (§ 4512, subd. (b).)

## **Funding for Services**

11. Regional Centers must conform to their respective POS policy, utilizing generic services and supports if appropriate. (§ 4646.4, subd. (a)(1).)

12. Regional Center funds must not be used to supplant the budget or any agency which has a legal responsibility to serve a member of the general public. (§ 4648, subd. (a)(8).)

13. Regional Centers must pursue all possible sources of funding for services, including insurance, including government entities, such as Denti-Cal, or private entities, to the maximum extent they are liable for the cost of services, including insurance, or medical assistance to the consumer. (§ 4659, subd. (a)(1) & (2).)

14. "Generic Agency" means any agency which has a legal responsibility to serve all members of the general public and which is receiving public funds for providing such services (Cal. Code Reg., tit. 17 (Regulations), § 54302, subd. (a)(31)); "Generic Support(s)" means voluntary service organizations, generic agencies, and similar entities in the community whose services and products are regularly available to those members of the general public needing them. (*Id.* at subd. (a)(32).)

15. At the time of development or modification of a consumer's IPP, regional centers must ensure generic services and supports are utilized when appropriate and must not use POS funds to purchase services for a consumer without first considering

the consumer's responsibility for providing similar services and supports for an individual without disabilities, taking into account the consumer's need for extraordinary care, services, supports and supervision, and the need for timely access to this care. (§ 4646.4, subd. (a)(2) & (4); Cal. Code Regs., tit. 17, § 54326, subd. (d)(1).)

16. Regulations section 50612 requires a purchase of service authorization to be obtained from Service Agency for all services purchased out of its funds.

Regulations, section 50612, subdivision (b), permits a retroactive authorization as follows:

(1) A retroactive authorization shall be allowed for emergency services if services are rendered by a vendored service provider:

(A) At a time when authorized personnel of the regional center cannot be reached by the service provider either by telephone or in person (e.g., during the night or on weekends or holidays);

(B) Where the service provider, consumer, or the consumer's parent, guardian or conservator, notifies the regional center within five working days following the provision of service; and

(C) Where the regional center determines that the service was necessary and appropriate.

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17. When considering the use of POS funds, Service Agency must provide for exceptions based on family need or hardship. (Cal. Code Regs., tit. 17, § 54326, subd. (d)(1).)

## **Consideration of Costs**

18. Although regional centers are mandated to provide a wide range of services to implement the IPP, they must do so in a cost-effective manner, based on the needs and preferences of the consumer, or where appropriate, the consumer's family. (§§ 4512, subd. (b), 4640.7, subd. (b), 4646, subd. (a).)

19. If a needed service or support cannot be obtained from another source, a regional center must fund it. (*ARC, supra*, 38 Cal.3d at p. 390.) Generic resources must be utilized first. A regional center is the provider of last resort. (*Ibid.*)

## **Analysis**

### **CLAIMANT'S IPP DID NOT PROVIDE FOR SERVICE AGENCY'S PROVISION OF THE DENTAL TREATMENT**

20. Claimant's IPPs and IPP PRs did not identify the dental treatment as a service need. Rather, between 2021 and 2024, Mother repeatedly informed Service Agency Claimant was receiving dental care, had dental coverage, and had no cavities. To the extent Mother reported Claimant had difficulty receiving dental care, Mother did not request a change to Claimant's IPP to address any dental care needs. (Factual Findings 12-21.) Accordingly, Claimant failed to establish Service did not provide the supports and services required by Claimant's IPP. (See Legal Conclusions 3-10.)

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## **CLAIMANT FAILED TO COMPLY WITH SERVICE AGENCY'S DENTAL POS**

21. Claimant failed to adhere to Service Agency's Dental POS for the dental treatment and anesthesia requirements. (Factual Findings 23-36 & 56-60.) Mother failed to demonstrate exhaustion of generic resources as required by the Lanterman Act and Service Agency's Dental POS and failed to establish Claimant's dental treatment, with the exception of the anesthesia requirements and the extraction of his four impacted wisdom teeth, was based on a medical emergency. Rather, the evidence established that the underlying dental treatment was elective and the scheduling of the June 23, 2027 appointment was set more than six weeks out from Dr. Ash's assessment, therefor not an emergency. Further, although Claimant's need for the anesthesia requirements was based on his ASD, it was not established that the underlying accumulation of cavities was based on his ASD. (Factual Findings 6-55.)

## **CLAIMANT FAILED TO ESTABLISH HIS DENTAL TREATMENT CONSTITUTED A MEDICAL EMERGENCY**

22. Claimant further failed to establish Claimant's dental treatment, outside of the extraction of his impacted wisdom teeth, constituted a medical emergency or that Service Agency's efforts to support Claimant's receipt of the dental treatment between March and June 2025 created a medical emergency. Dr. Ash described Claimant's dental treatment as medically necessary, but not as a medical emergency. This distinction was further supported by the fact that Dr. Ash did not schedule Claimant's dental treatment until six weeks after the May 12, 2025 assessment. (Factual Findings 30-36.)

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23. Regarding Service Agency's responsiveness to Claimant's requests, Service Agency must abide by the Lanterman Act and its own policies; it is unreasonable to expect Service Agency, who services thousands of consumers, to act more quickly than it acted in this matter. The timing of the introduction of Claimant's dental care needs to Service Agency in March 2025, and no sooner than December 2024, coupled with Mother historically withholding information regarding Claimant's history of dental treatment, providers, and insurance, made Service Agency ill-equipped to move faster than it did in processing Claimant's request for assistance with finding a dental provider who could meet his needs. (Factual Findings 6-55.)

24. It must also be considered that pursuant to the Accountability Act, Service Agency must meet a higher standard of ensuring its disbursement of funds is in accordance with the law. Although the Accountability Act was not in effect at the time of the dental treatment, it was in effect before the fair hearing, further guiding and limiting Service Agency's authority to find an exception and grant Claimant's request for retroactive reimbursement of his dental treatment costs.

### **THE EXTRACTION OF CLAIMANT'S IMPACTED WISDOM TEETH WARRANTED AN EXCEPTION TO SERVICE AGENCY'S DENTAL POS**

25. Service Agency already granted an exception to its Dental POS and agreed to retroactively reimburse Claimant for the anesthesia requirements. In addition, the evidence established that the extraction of Claimant's four impacted wisdom teeth met the requirements for retroactive reimbursement provided for in Regulations section 50612, subdivision (b), and in consideration of Regulations section 54326, subdivision (d)(1).

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26. Claimant did not meet all the requirements of Regulations section 50612, subdivision (b), which required Dr. Ash to be vendored and for Mother to have been unable to communicate with Service Agency before the extraction of Claimant's impacted wisdom teeth was completed. Nonetheless, the status of Claimant's wisdom teeth as impacted was not discernable before dental treatment began on June 23, 2025, and Claimant's removal of his inlays, which required the emergency removal of his impacted wisdom teeth, could not have been anticipated or prevented. (Factual Findings 6-11, 30-40.)

27. Based on the evidence, although Claimant did not meet all the requirements of Regulations section 50612, subdivision (b), for retroactive reimbursement for the dental treatment, the factors he did meet, coupled with consideration of Claimant's hardship, satisfied the requirements for an exception to Service Agency's Dental POS and warrants reimbursement for the cost of the extraction of Claimant's impacted wisdom teeth.

## **Conclusion**

28. Claimant's appeal is granted in part and denied in part. Service Agency must reimburse Claimant for the cost of the extraction of Claimant's impacted wisdom teeth, totaling \$3,775. The remaining amount of Claimant's request for reimbursement of \$14,010, is denied.

## **Admonition to the Parties**

29. Service Agency must ensure Claimant's personal rights and rights to services under the Lanterman Act are upheld, including the right to prompt medical care and treatment. (§4502, subd. (b)(4).) It is clear, however, that a breakdown in trust

between Service Agency and Mother is impacting Claimant's receipt of necessary dental care.

30. Although Mother, now as Claimant's conservator, may choose to pursue his health care independently, and without disclosing to Service Agency Claimant's health records, or specific information about his health care providers or health insurance, this choice impacts Service Agency's ability to assist Claimant with his health care needs. As Claimant is now an adult, Mother must consider whether her decisions to not disclose such information is based on her own opinions about Service Agency or disclosure, generally, and whether these decisions serve Claimant's best interest.

31. In closing, it is suggested the parties collaboratively establish a joint focus on the well-being of Claimant and upholding his rights under the Lanterman Act. Claimant is a young man and will have service needs, including medical and dental needs, going forward. It would behoove the parties to informally meet, possibly with a neutral party, to address any previous frustrations or distrust, and to set forth a mode of communication and action that will ensure Claimant's well-being and rights under the Lanterman Act are upheld.

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## **ORDER**

Claimant's appeal is granted in part and denied in part. Service Agency must reimburse Claimant for the cost of the extraction of Claimant's impacted wisdom teeth, totaling \$3,775. The remaining amount of Claimant's request for reimbursement of \$14,010, is denied.

DATE:

CHANTAL M. SAMPOGNA  
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 a reconsideration under Welfare and Institutions Code section 4713, subdivision (b), within 15 days of receiving the decision, or appeal the decision to a court of competent jurisdiction within 180 days of receiving the final decision.

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

**In the Matter of:**

**CLAIMANT,**

**and**

**SAN GABRIEL/POMONA REGIONAL CENTER,**

**Service Agency.**

**OAH No. 2025070046**

**DDS No. CS0027870**

**ORDER ON APPLICATION FOR RECONSIDERATION**

An Administrative Law Judge (ALJ) from the Office of Administrative Hearings (OAH) issued a decision in this matter on May 26, 2026. The decision granted in part and denied in part Claimant's appeal of a San Gabriel/Pomona Regional Center (SGPRC) Notice of Action denying reimbursement for costs of dental treatment.

On June 10, 2026, Claimant's mother (Mother) signed an application for reconsideration of the decision under Welfare and Institutions Code section 4713. OAH received the application on June 12, 2026, and a Presiding Administrative Law

Judge assigned it to the undersigned hearing officer, who did not hear the matter or write the decision for which reconsideration is requested.

A party may request reconsideration to correct a mistake of fact or law or a clerical error in the decision, or to address the decision of the original hearing officer not to recuse themselves following a request pursuant to Welfare and Institutions Code section 4712, subdivision (g). Here, Mother contends “the Decision contains material factual errors, relies upon disputed statements attributed to a witness who was not produced for testimony, excludes critical witness testimony and evidence, denies Claimant a meaningful opportunity to present and challenge evidence, and fails to adequately consider the impact of [Claimant’s] significant disability-related limitations on his ability to access dental care.”

On June 16, 2026, OAH notified SGPRC of the application for reconsideration. SGPRC has not filed a response to the application.

## **ANALYSIS**

Mother identifies 14 alleged factual or legal errors in the Decision. The first claimed factual error justifies a change to one sentence in the Decision that does not change the outcome of the case. The remaining claims of error are unpersuasive.

Item 1 – “Material Factual Error Regarding the May 17, 2025 Dental Clinic Appointment.” Mother contends that a “significant portion” of the Decision relies on a finding that she declined or failed to attend a dental clinic appointment on May 17, 2025. According to Mother, this is true even though “Regional Center's own WIC 4731 complaint determination acknowledged that I did not decline the appointment, that I expressed concerns regarding the appropriateness of bringing [Claimant] to the clinic,

that I never received an appointment notice or email, and that I was unaware that an appointment had allegedly been scheduled." The "WIC 4731 complaint determination" refers to a letter from SGPRC to Mother dated August 20, 2025.

Page 14, paragraph 27 of the Decision states in relevant part, "Mother indicated she would not bring Claimant [to the dental clinic] because she was worried about the lack of support for Claimant's maladaptive behaviors." The WIC 4731 complaint determination states that SGPRC "will revise the Notice of Action to remove the statement that you declined the dental clinic appointment," based on Mother's contention that she only "expressed concerns" about it. To resolve the discrepancy, the referenced sentence in the Decision will be revised to state, "Mother expressed concerns about bringing Claimant [to the dental clinic] because she was worried about the lack of support for Claimant's maladaptive behaviors." The change does not affect the outcome of the case.

Items 2 through 14. Mother's remaining contentions involve alleged errors regarding exclusion of witnesses and documents, the weight accorded to certain evidence, credibility determinations, hearing procedures, and an alleged "appearance of unfairness" of the hearing officer. Mother describes the alleged errors as follows: (2) improper reliance of statements of a witness who did not testify; (3) wrongful exclusion of available witnesses; (4) denial of a continuance; (5) exclusion of photographs and video evidence; (6) failure to adequately consider the impact of Claimant's disability; (7) failure to give adequate weight to Claimant's longstanding safety risks; (8) improper credibility determinations; (9) irrelevant reliance on residential placement recommendations; (10) denial of a meaningful opportunity to present and challenge evidence; (11) limitation of Claimant's opportunity to present closing argument; (12)

appearance of unfairness during the hearing; (13) reservation of rights regarding audio and video transcript; and (14) cumulative prejudice.

These arguments do not demonstrate an error of fact or law that justifies reconsideration under Welfare and Institutions Code section 4713. With respect to evidence, the fair hearing “need not be conducted according to the technical rules of evidence and those related to witnesses,” and Mother’s arguments do not reveal any denial of due process or other error of fact or law in the challenged evidentiary rulings. (Welf. & Inst. Code, § 4712, subd. (i)(2).) Furthermore, the reconsideration procedure is not a vehicle for reweighing the credibility of witnesses or the persuasive force of evidence. With respect to procedural rulings, “[t]he hearing officer shall make their best effort to fully and fairly develop the record and create an environment in which all relevant facts, both favorable and unfavorable, are brought out and to engage the parties to bring out the facts.” (*Id.*, subd. (i)(1).) Nothing demonstrates an error of law with respect to the challenged procedural rulings. Furthermore, none of the evidentiary or procedural rulings demonstrates an “appearance of unfairness” during the hearing.

For these reasons, the application for reconsideration is denied with respect to Items 2 through 14.

## **ORDER**

The application for reconsideration of the final decision is GRANTED in part. The Decision is modified as follows:

On page 14, paragraph 27, the sentence, “Mother indicated she would not bring Claimant because she was worried about the lack of support for Claimant’s

maladaptive behaviors," is changed to, "Mother expressed concerns about bringing Claimant because she was worried about the lack of support for Claimant's maladaptive behaviors." The modification does not change the outcome of the case.

A copy of this Order with the Decision it modifies together are the final decision after reconsideration. The final decision after reconsideration shall be served on each party and a copy shall be provided to DDS.

DATE: 06/29/2026

THOMAS HELLER  
Administrative Law Judge  
Office of Administrative Hearings