

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

In the Matter of:

CLAIMANT

and

INLAND REGIONAL CENTER, Service Agency

DDS No. CS0027879

OAH No. 2025070184

DECISION

Marion J. Vomhof, Administrative Law Judge, Office of Administrative Hearings (OAH), State of California, heard this matter on November 25, 2025, in San Bernardino, California.

Rebecca Gallaway, Supported Living Services (SLS) worker from Community Living Opportunities (CLO), represented claimant who was also present.

Roxana Soto, Fair Hearings Representative, Fair Hearings and Legal Affairs, represented Inland Regional Center (IRC).

Oral and documentary evidence was received. The record was closed and the matter was submitted for decision on November 25, 2025.

ISSUE

Shall IRC be required to fund retroactive reimbursement for dental implants/dentures obtained without prior approval?

SUMMARY

Regionals centers may only pay retroactive service requests in limited circumstances, which do not apply here. At an Individual Program Plan (IPP) meeting held on February 19, 2025, claimant requested IRC to assist with paying down a personal loan that she had already secured to cover past dental procedures. The \$29,000 loan was secured on December 20, 2024, with the assistance of claimant's Supported Living Services (SLS) worker at CLO, and with knowledge and participation from claimant's family. Claimant agreed to the loan without consulting with IRC or exhausting medical insurance.

FACTUAL FINDINGS

Jurisdictional Matters

1. Claimant, a 58-year-old female, resides alone in her apartment. She is eligible for regional center services based on her diagnosis of cerebral palsy. Claimant currently receives 87 hours each month of IRC-funded SLS with service provider CLO. SLS is intended to provide individuals with developmental disabilities with the support needed to live their own lives.

2. On May 15, 2025, IRC advised claimant in a Notice of Action (NOA), that her request that IRC retroactively fund “dental services in the amount of \$29,000” was denied. IRC set forth the reasons for its denial in the NOA.

3. On June 26, 2025, claimant appealed that denial, asserting, in part, that she was removed from her Delta Dental insurance through Kaiser Permanente (Kaiser) days after she signed the loan documents; that she has been trying for years “to find ways to get her teeth back,” and she requires financial assistance for her procedure; Medi-Cal/Denti-Cal and Kaiser have stated they will not cover the procedure; and claimant’s primary dentist has stated the procedure is a medical necessity.

4. At claimant’s request, an informal meeting was held on July 8, 2025, where IRC confirmed its decision. Thereafter, this matter was set for hearing.

Evidence Introduced at Hearing

5. IRC Consumer Services Coordinators (CSC) Monica Castillo Vega (also referred to as Monica Castillo) and Cynthia Warner, IRC Program Manager (PM) Anthony Duenez, Registered Dental Hygienist Rene Zambel, Rebecca Gallaway, claimant’s SLS worker from CLO and claimant’s representative, and Michael Kelly, Executive Officer of CLO, testified, and numerous documents were introduced. The factual findings are based on that evidence.

BACKGROUND INFORMATION

6. IRC’s Position Statement set forth the rationale for its decision.

7. Regional centers develop and implement an IPP for each consumer which specifies the consumer’s needs for services and supports. These services and supports must appear in statements of goals and also specific time-limited objectives in the IPP.

All information regarding service requests must be provided so regional centers can determine whether there are generic resources available, the duration the service will be provided, and the cost of the service. Funding decisions must be included in the IPP and agreed upon in advance by IRC and claimant. IRC is prohibited from authorizing services retroactively except under certain emergency circumstances.

TESTIMONY OF CSC MONICA CASTILLO VEGA

8. CSC Castillo's testimony is summarized as follows: IRC's Consumer I.D. Notes are used to document discussions and contacts made by IRC's CSCs. A Consumer I.D. Note in claimant's file reflected that on September 25, 2024, a quarterly meeting was held at claimant's home. CSC Castillo, claimant's former CSC, did not attend the meeting as she was not assigned to claimant at that time. The note stated that claimant was seen by a dentist on February 12, 2024, "and she currently requires a lot work." She learned that her insurance will only cover a portion of the cost and claimant will need to pay the balance. The CSC who attended the quarterly meeting suggested that claimant request a denial letter and then see if IRC could provide support with the remaining balance.

9. CSC Castillo first reached out to claimant in December 2024 when she was trying to schedule claimant's IPP meeting. CSC Castillo also tried to reach out to Ms. Gallaway.

10. An in-person IPP meeting was held on February 19, 2025, between claimant, Ms. Gallaway, and CSC Castillo. This is the first time CSC Castillo met claimant. Claimant reported that she was receiving dentures on February 21, 2025, and that she had all her teeth removed to prepare for placement of the dentures. She had a contract for a total cost of \$29,000 for the dentures, and she was paying \$363.59

each month. Claimant was requesting that IRC provide financial assistance with her denture contract. CSC Castillo recalled telling Ms. Gallaway that claimant should have gone through the process of requesting financial assistance prior to obtaining the services, but CSC Castillo would submit the request to IRC's clinical team. She asked claimant and Ms. Gallaway to obtain an insurance denial letter.

11. At hearing, CSC Castillo stated that the IPP meeting was the first time she learned that claimant had already signed a loan contract for dentures. The contract was dated December 17, 2024. No one had reached out to CSC Castillo regarding scheduling denture placement or requesting a loan for the dentures before the IPP meeting in February.

12. In March 19, 2025, CSC Castillo spoke with PM Duenez, about claimant's request for reimbursement, and PM Duenez said that an insurance denial letter was required before proceeding.

13. On April 7, 2025, CSC Castillo wrote to claimant, again requesting an insurance denial letter.

14. On April 9, 2025, CSC Castillo received a call from claimant and Ms. Gallaway. Ms. Gallaway said that claimant was still trying to get a dental insurance denial letter, and that claimant was also exploring funding through Kaiser. CSC Castillo contacted CSC Warner with this update.

TESTIMONY OF CSC CYNTHIA WARNER

15. CSC Warner's testimony is summarized as follows: CSC Warner became claimant's CSC in March 2025. She receives documents from CLO at least annually, and she reviews the documents as received and when needed.

16. On March 18, 2025, a quarterly meeting was held at claimant's apartment, with claimant, Ms. Gallaway, Mr. Kelly, and CSC Warner attending. CSC Warner noted that on February 7, 2025, claimant was seen by her dentist for removal of her teeth, and she would be fitted for dentures on April 11, 2025. Claimant obtained a dental loan from Smile Select to cover these expenses and she received \$3,000 from a Go Fund Me account. She asked for IRC to cover some of the costs. Ms. Gallaway reported that claimant urgently needed the dental work as the current condition of her teeth was impeding her ability to eat. Ms. Gallaway said that claimant could not have received the dental work previously due to her receding gums and because her bone structure was not strong enough, but it is now. CSC Warner asked CSC Castillo for an update regarding funding for this dental work. CSC Castillo reported that she had requested a denial letter from Ms. Gallaway but no denial letter had been received.

17. On May 16, 2025, CSC Warner received an email from Ms. Gallaway, informing her of claimant's insurance issues with Delta Dental and that claimant is trying to get back on Delta's insurance.

18. On May 19, 2025, CSC Warner spoke with PM Duenez, and he requested information to prepare an NOA regarding dental funding.

CLO'S CONTACT LOGS

19. A January 27, 2020, entry in CLO's Contact Log completed by Ms. Gallaway, stated that claimant "desperately wants mini implants," Ms. Gallaway assisted claimant in calling several dentists and getting quotes, and scheduling a free consultation. IRC was not included in this process.

20. Additional entries in CLO's contact log on January 31, 2020, February 3, 2020, and February 10, 2020, documented that Ms. Gallaway was assisting claimant in

making calls to dentists, and scheduling two free consultations for February 2020. IRC was not included in these contacts.

21. A May 14, 2020, semiannual progress report stated that claimant requested that CLO workers support her in looking into her goal of dental implants by helping her reach out to different dentists, Ms. Warner said there was no request made for IRC to look into funding for implants.

22. A November 12, 2020, annual progress report stated claimant was having soreness and gum issues, and CLO was assisting to get rates for dentures. Again, there was no communication with IRC.

23. Claimant provided a series of CLO entries regarding claimant's dental appointments and consultations from February 12, 2024, through February 7, 2025, when claimant visited with Dr. Perry, who ultimately placed her dentures.

24. On April 23, 2025, claimant visited Dr. Akhavan, a general practitioner. Dr. Akhavan advised claimant that he could not sign a letter stating that her implants were medically necessary.

TESTIMONY OF PM ANTHONY DUENEZ

25. Anthony Duenez is a program manager at IRC. He supervises a team of CSCs and assists with purchase service requests and case management.

26. In March 2025, he discussed claimant's request with CSCs Carillo and Warner and recommended the CSCs follow IRC's process – to ensure all generic resources were exhausted and to obtain an insurance denial. He was aware that the loan had been secured in 2024. Per IRC's policy, which is consistent with the regulations, IRC cannot retroactively fund services unless there is an emergency

exception. He testified that he was not given any information that claimant's request met the exception criteria. IRC is required to research generic resources and medical programs. IRC did not receive any denials. The law requires that regional centers find services that are cost effective.

27. PM Duenez issued an NOA on May 19, 2025, denying claimant's request for the reasons provided in the NOA. He stated that the request and the decision were assessed by IRC's dental team. IRC explained in its decision that IRC could not reimburse the funds expended for claimant's dental services because the loan had already been secured, and the services must be agreed upon in advance, and cannot be reimbursed retroactively absent exceptions that did not apply.

TESTIMONY OF RENE ZAMBEL

28. Rene Zambel's testimony is summarized as follows: Ms. Zambel is a registered dental hygienist. For 22 years she has provided dental care coordination and she is a vendor of IRC. She reviews records in dental cases when requested by IRC's CSCs. Her review includes patient's records, diagnosis, medical history, insurance, and Medi-Cal guidelines and dental codes.

29. On April 1, 2015, Medi-Cal denied coverage for "partial upper and lower dentures and gum treatment." This was not a denial for implants.

30. On November 4, 2016, Dr. Kunihiro referred claimant to Dr. Dale Stringer, regarding claimant's "interest in full upper and lower dentures with implants." Dr. Kunihiro and Dr. Stringer are both Medi-Cal providers but the reason for the referral was that Dr. Stringer was also an oral and maxillofacial surgeon and he would be able to place implants.

31. On April 11, 2025, Dr. Caleb Perry, the dentist who placed claimant's dentures, wrote a letter stating that in his opinion claimant's dentures and implants were a medical necessity. Ms. Zambel said that Dr. Perry is qualified to make a judgment regarding placing claimant's dentures but he is not qualified to make a judgment on medical necessity because he is not a physician.

32. On April 30, 2025, Kaiser's grievance department advised claimant that Kaiser's insurance plan does not cover dentures and implants, and these dental benefits are only available through Medi-Cal.

33. A September 8, 2025, eligibility response from Medi-Cal stated that claimant has dental benefits through Medi-Cal. Medi-Cal has guidelines as to what is a medical necessity, and if a patient fits into those guidelines, Medi-Cal will approve implants or dentures and give rates. Ms. Zambel said she did not know if claimant would have fit into Denti-Cal's guidelines, but there are steps to be taken for Denti-Cal to make that determination.

TESTIMONY OF REBECCA GALLAWAY

34. Ms. Gallaway's testimony is summarized as follows: In 1984, when claimant was 17 years old, a dentist at Loma Linda removed all but eight of her teeth. Claimant's mother was upset but she was told that because claimant was "retarded" she would not know. Claimant expressed that after her teeth were removed, she felt ugly and self-conscious.

35. The first time that CLO became aware of claimant's desire for dentures was November 15, 2015. Dental was added to CLO's objective list. Claimant met with Dr. Kunihiro on October 5, 2016, and discussed her interest in full upper and lower dentures. Dr Kunihiro was approved by Denti-Cal and he accepted Delta Dental

insurance through Kaiser. Dr. Kunihiro referred claimant to Dr. Dale Stringer, an oral and maxillofacial surgeon. Claimant did not visit Dr. Stringer because Dr. Stringer did not feel comfortable working with her to obtain dentures. No denial letter was submitted.

36. Ms. Gallaway stated that IRC has been aware of claimant's interest in getting dentures for several years. She pointed to a January 2020 note that claimant "continues to see the same dentist for implant exam." A Consumer I.D. Note dated May 7, 2020, stated that claimant saw her dentist on February 5, 2020, "for implant exam and will schedule a yearly once it's time." Ms. Gallaway stated that this was proof that IRC was aware that claimant continued to be interested in implants. A November 12, 2020, CLO annual evaluation stated that claimant requested that her CLO worker support her in looking into dental implants. Ms. Gallaway stated that if CSC Warner reviews CLO notes and documentation, as she said she does, she should have known that claimant wanted to pursue dentures.

37. A few weeks after claimant signed the loan agreement, Delta Dental was removed from her insurance coverage. No claim request had been made to Delta prior to this time. Claimant later learned that this was a Kaiser companywide decision and not specifically related to claimant. Ms. Gallaway helped claimant start a Go-Fund-Me account and claimant raised enough money to make the first six loan payments. It was not until after claimant signed the loan in December 2024, that she and Ms. Gallaway learned that claimant no longer had Delta Dental insurance coverage. Ms. Gallaway began fighting with Delta Dental to get claimant's coverage restored. She provided documentation of her continued efforts to help claimant find coverage for her dentures.

38. Ms. Gallaway believes that because placement of the dentures was "a quality of life and health issue," the procedure was necessary. Dr. Perry had found claimant's dentures to be medically necessary. Contrary to Ms. Zambel's opinion, Ms. Gallaway believes Dr. Perry was qualified to make this determination.

39. Claimant was told by Dr. Kunihiro that she would need general anesthesia for placing the dentures. Other dentists had said that claimant needed to be sedated for dental work and this was also stated in claimant's IPP. This was not true. When Dr. Perry of Smile Select placed claimant's dentures, she was only sedated for bone grafts and she had no sedation for the remainder of the procedure.

40. Kaiser informed claimant she could not appeal the lack of coverage because coverage had not been denied, but Kaiser has refused to provide a letter of denial.

41. Ms. Gallaway read a statement written by claimant, which is summarized as follows. When claimant was 24, her mother took her to a dentist for a routine cleaning. When she left the dentist's office, she had only eight teeth. Claimant was devastated. She felt ugly and like a freak. For years she has wanted to have teeth. Since the procedure, she is no longer in pain. Her health has improved and she is feeling like herself again. Claimant said, "My confidence is back and I feel pretty."

42. Ms. Gallaway stated that she does not think claimant should pay the consequences of no reimbursement for the cost of her dentures and implants, because claimant has been depending on support from IRC and Ms. Gallaway to assist her through this process.

43. On cross-examination, Ms. Gallaway was asked if she could point to any notes or documents where a request was made to IRC to fund dental implants prior to

claimant signing the loan agreement. Ms. Gallaway responded, "No," but she pointed to an August 2020, Consumer I.D. Note stating that claimant was getting an exam regarding implants, which showed that IRC was aware. Ms. Gallaway acknowledged that prior to signing the contract, claimant made no contact with IRC to discuss or request funding.

TESTIMONY OF MICHAEL KELLY

44. Mr. Kelly's testimony is summarized as follows: Mr. Kelly is the owner and director of CLO. He has not spoken with anyone at IRC about funding for claimant's dentures or implants, but he said, "We talked about doing something." Someone at IRC suggested going to Medi-Cal. CLO requested dentures from Medi-Cal but their requests were denied. He believes this was in 2015 or 2016.

45. Mr. Kelly has known claimant since 2002 or 2003. He has seen her health and her emotions go up and down. She was hospitalized last year and her weight went down to 67 pounds. She began working with Dr. Perry and received the implants. It was difficult for a while but she steadily improved. Her attitude improved. This has done wonders for her.

46. Mr. Kelly said a previous IRC CSC, Erika R., said there was nothing that could be done. CLO and Dr. Perry believe the dentures with implants was a medical necessity. He said there were requests for dentures with implants submitted to Medi-Cal and there were multiple denials.

47. On cross examination he was asked if there was any follow up to IRC regarding these denials. Mr. Kelly said he did not recall, "but I would say no." His understanding of the procedure to obtain dental services was to go to the dentist, then follow with medical and dental insurance to see if there was coverage, and also to

inform IRC's CSC. He does not know how this was done or if anything was written down. He was asked if he knew whether IRC was contacted regarding the steps to obtain this loan. He said he thought Ms. Gallaway had contacted them.

48. The loan at issue here was last minute because claimant was able to save a lot of money by signing the loan by the end of the year. He was asked if it was usual for a CLO worker to help a client obtain a loan. Mr. Kelly said that CLO workers assist their clients in any way they can. Mr. Kelly knew CLO had found a dentist who would do the work for claimant, and then claimant had to decide if she wanted the work to be done.

LEGAL CONCLUSIONS

Purpose of the Lanterman Act

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

Burden and Standard of Proof

2. Each party asserting a claim or defense has the burden of proof for establishing the facts essential to that specific claim or defense. (Evid. Code, §§ 110, 115, 500; *McCoy v. Bd. of Retirement* (1986) 183 Cal.App.3d 1044, 1051, fn 5.) In this case, claimant bears the burden to prove the regional center should fund the service claimant seeks.

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

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

The Lanterman Act, DDS, and Regional Centers

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

6. Welfare and Institutions Code section 4501 sets forth the state’s responsibility and duties.

7. Welfare and Institutions Code section 4512 defines services and supports. Subdivision (b) states in part:

“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 social, personal, physical, or economic habilitation or rehabilitation of an individual with a developmental disability, or toward the achievement and maintenance of an independent, productive, and normal life.

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

9. A regional center's responsibilities to its consumers are set forth in Welfare and Institutions Code sections 4640-4659.2.

10. Welfare and Institutions Code section 4434 requires DDS to monitor regional centers to ensure they comply with all applicable laws and regulations, and identifies one of DDS's duties to be reviewing regional centers' Purchase of Service Policy (POS). A POS identifies what services a regional center will fund and is approved by a regional center's board of directors and DDS. The POS sets forth the policies and procedures regional centers must follow when funding services, and identifies specific exceptions to purchase of service authorizations.

11. Welfare and Institution Code section 4646.4 requires regional centers to establish an internal process to ensure adherence with federal and state laws and regulations. When purchasing services and supports, regional centers must conform to the POS, utilize generic resources and other sources of funding, consider the family's responsibility, and consider information regarding the individual's need for service, barrier to access, and other information.

12. Welfare and Institutions Code section 4646 sets forth the IPP process and the requirements attendant thereto. As indicated, authorized services and supports

can only be implemented as agreed upon by the consumer. Regional centers cannot fund unauthorized services and supports or ones with which the consumer disagrees.

13. Welfare and Institutions Code section 4647 sets forth the service coordination process.

14. Welfare and Institutions Code section 4648 describes the activities regional centers shall conduct to achieve the IPP objectives, and requires regional centers be fiscally responsible and purchase services or supports through vendorization or contracting.

15. California Code of Regulations, title 17, section 50612, subdivision (a), requires that a purchase of service authorization be obtained from the regional center for all services purchased out of center funds. Subdivision (b) requires the authorization be in advance of the provision of service except in certain limited circumstances. Retroactive authorization for services is allowed for emergency services rendered by a vendored service provider when the following three criteria are met: regional center personnel could not be reached when the services were rendered, regional center was notified within five working days of the provision of service, and the regional center determines the service was necessary and appropriate.

Evaluation

16. IRC is prohibited from authorizing services retroactively except under certain emergency circumstances, which were not present here. Claimant did not establish by a preponderance of evidence that funding for dental implants/dentures was requested before she signed a loan agreement on December 20, 2024.

17. Ms. Gallaway acknowledged that prior to signing the contract, claimant made no contact with IRC to discuss or request funding. Claimant asserts IRC should retroactively reimburse her for the cost of the dentures because IRC was aware of claimant's desire over the years to obtain dentures or implants. However, it was not until the IPP meeting on February 19, 2025, that claimant requested IRC assist with paying down a personal loan that she had already secured to cover dental procedures. Claimant's "desire" for dentures is not the same thing as notifying IRC in advance of procuring the service. Claimant's loan was secured on December 20, 2024, with the assistance of claimant's SLS worker at CLO, and with knowledge and participation from claimant's family. Claimant agreed to the loan without consulting with IRC or exhausting her medical/dental insurance. There was no emergency situation requiring IRC to retroactively fund the service. IRC is not required to fund retroactive reimbursement for dental implants/dentures obtained without prior approval.

ORDER

Claimant's appeal is denied. IRC is prohibited from retroactively reimbursing claimant's request for dental services.

DATE: December 11, 2025

for

MARION VOMHOF

Administrative Law Judge

Office of Administrative Hearings

NOTICE

This is the final administrative decision. Each party is bound by this decision. Either party may request reconsideration pursuant to subdivision (b) of Welfare and Institutions Code section 4713 within 15 days of receiving the decision, or appeal the decision to a court of competent jurisdiction within 180 days of receiving the final decision.