

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

In the Matter of:

CLAIMANT

and

SAN GABRIEL/POMONA REGIONAL CENTER, Service Agency

DDS No. CS0029341

OAH No. 2025080668

PROPOSED DECISION

Eric Sawyer, Administrative Law Judge (hearing officer), Office of Administrative Hearings, State of California, heard this matter by videoconference on February 17, 2026.

Elizabeth Cuevas, Independent Facilitator, represented claimant. (The names of claimant and her mother are omitted to protect the confidentiality of this proceeding.)

Daniel Ibarra, Appeals and Resolution Manager, represented San Gabriel/Pomona Regional Center (service agency).

The record closed and the matter was submitted for decision at the conclusion of the hearing.

ISSUE

Shall service agency reimburse claimant's mother \$5,900 for orthodontic services rendered to claimant?

EVIDENCE RELIED ON

In making this decision, the hearing officer relied on service agency exhibits 1 through 27, claimant exhibit A, and the testimony of claimant's mother.

FACTUAL FINDINGS

Parties and Jurisdiction

1. Service agency determines eligibility and provides funding for services and supports to persons with developmental disabilities under the Lanterman Developmental Disabilities Services Act (Lanterman Act), among other entitlement programs. (Welf. & Inst. Code, § 4500 et seq.)

2. Claimant is a 29-year-old woman who is eligible for services under the Lanterman Act based on her qualifying diagnoses of Autism and Moderate Intellectual Disability. (Exs. 3, 4.)

3. As discussed in more detail below, claimant currently is enrolled in the Self-Determination Program (SDP). (Ex. 4.)

4. On September 18, 2024, claimant's mother requested service agency to fund the orthodontic contract she had just signed for claimant to get braces. (Ex. 13.)

Service agency did not immediately respond, but it did the following month.
(Testimony [Test.] of claimant's mother; Ex. 14.)

5. On June 24 and 25, 2025, claimant's independent facilitator advised service agency that previously claimant had been fitted for braces, and the orthodontic contract claimant's mother signed required her to pay \$5,900 over 30 months for the braces. Claimant's independent facilitator requested service agency to reimburse claimant's mother for her payments on the orthodontic contract. (Exs. 15-17.)

6. On July 1, 2025, service agency issued a Notice of Action advising claimant's mother that her request to be reimbursed \$5,900 for claimant's orthodontic services had been denied. (Ex. 1.)

7. On August 12, 2025, claimant's mother submitted to the Department of Developmental Services (DDS) an appeal of service agency's denial of her reimbursement request. (Ex. 1.)

Claimant's Relevant Background Information

8. Claimant lives at home with her mother, who is her conservator. (Exs. 3, 4.)

9. Claimant's certified SDP budget is \$120,665.96, to be used between July 1, 2025, and June 30, 2026. Claimant's SDP budget includes the following services: independent living skills training, respite, personal assistance, tailored day services, social recreation activities, non-medical transportation, camp, conferences, and a community safety assessment. (Ex. 4.)

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10. Claimant's 2024 individual program plan (IPP) references braces as follows: "[T]he family has decided to move forward with obtaining braces; however, there are no other dental concerns. [Claimant's] medical and dental needs are covered by her medi-cal and/or private insurance." (Ex. 3, p. A14.)

11. Claimant's 2025 IPP references braces as follows: "It's especially important that she [claimant] avoids foods that could harm her teeth or interfere with her braces. Caregivers and staff should help guide her in selecting meals and snacks that are both nutritious and safe for her dental health." (Ex. 4, p. A40.)

Claimant's Orthodontic Services

12. On March 9, 2021, claimant fell while she was attending her day program. She was outside walking with a program aide when she missed a curb and fell to the ground face first. Because she did not put her hands out to break her fall, claimant landed on her face, chipped her two front teeth, cut her lip, and scraped her nose and knees. (Test. of claimant's mother; Ex. 26.)

13. Claimant's mother took claimant to her regular dentist at California Dental Group. However, her dentist could not do the required dental repair because claimant would have to be sedated, which the dentist was not able to do. Claimant was referred to a dental specialist, Dr. Elmer Hilo. (Test. of claimant's mother; Exs. 22, 26.)

14. Claimant was treated by Dr. Hilo in April 2021. Under sedation, Dr. Hilo performed a root canal and placed caps on claimant's two front teeth. Most of that work was covered by Denti-Cal. (Test. of claimant's mother; Ex. 22.)

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15. In or around April 2022, Dr. Hilo recommended braces for claimant because many of her teeth were poorly positioned, which made her prone to cavities and periodontal disease. However, Dr. Hilo was unable to sedate claimant to put on braces. Therefore, he recommended trying Invisalign, a system using clear aligners placed over teeth that are changed periodically. Claimant was provided with one clear aligner to see if she would tolerate using the system. (Test. of claimant's mother; Exs. 7, 25.)

16. On April 18, 2022, a request was made to service agency on claimant's behalf to include the cost of Invisalign to Claimant's SDP spending plan. (Exs. 7, 21.)

17. Claimant tried using the sample Invisalign clear aligner for the next couple of weeks but the experiment did not work. Claimant's mother testified it was a struggle getting claimant to wear the aligner the requisite number of hours each day, and she determined it was not a workable solution. Dr. Hilo never heard back from the family. (Test. of claimant's mother; Exs. 12, 21, 25.)

18. Over the next 14 months, service agency periodically reviewed claimant's dental services. In May 2022, service agency staff worked with Dr. Hilo's office and Denti-Cal to facilitate payment of Dr. Hilo's April 2021 services. (Ex. 8.) In June 2023, service agency staff discussed funding for braces with claimant's mother, and advised her to request funding from Denti-Cal. (Ex. 11.) In June 2023, service agency staff followed up with Dr. Hilo's office and was advised he never heard back from claimant's mother whether claimant tolerated the Invisalign clear aligner. (Ex. 12.)

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19. Sometime in 2024, claimant's regular dentist referred her to a new orthodontist with California Dentistry & Braces. Claimant was more comfortable with the new orthodontist and she was able to tolerate dental procedures without sedation. (Test. of claimant's mother.)

20. At that time, claimant's new orthodontist recommended braces for claimant to reposition her teeth, which she described as being in a state of severe malocclusion and overbite, meaning claimant's upper and lower teeth were not in proper alignment. The new orthodontist advised she could place the braces on claimant without sedation. (Test. of claimant's mother; Ex. 18.)

21. Around this time, claimant had seen some of her cousins wearing braces and realized having them herself would not be so bad. Claimant's mother described this as a temporary open window of interest during which claimant would tolerate braces. Claimant's mother believed she needed to act quickly on the braces while claimant was still interested in them. (Test. of claimant's mother.)

22. On September 12, 2024, claimant's mother signed a contract for orthodontic treatment with California Dentistry & Braces for a total cost of \$5,900. The contract was for braces and attendant services. Claimant's mother is obligated to pay \$150 per month for 30 months. (Ex. 17.)

23. As described above, on September 18, 2024, claimant's mother contacted service agency and requested funding for claimant's braces. (Ex. 13.) In response, service agency referred claimant to its dental clinic on November 7, 2024. (Ex. 14.)

24. In October 2024, the braces were placed. Her mother reports claimant struggled with them the first week, but now she likes them. Claimant's teeth are "coming along very well." (Test. of claimant's mother; Ex. A.)

25. Claimant's mother testified she considered braces for claimant before her March 2021 fall because claimant's "side teeth" were crooked, but decided against it because overall her teeth were "ok." However, claimant's mother decided claimant needed braces after March 2021 because the fall made her upper front teeth protrude. (Test. of claimant's mother.)

26. The preponderance of the evidence established that Denti-Cal will not cover claimant's braces. (Test. of claimant's mother; Exs. 1-27.)

LEGAL CONCLUSIONS

Jurisdiction and Burden of Proof

1. An administrative hearing to determine the rights and obligations of the parties, if any, is available under the Lanterman Act. (Welf. & Inst. Code, §§ 4700-4716; subsequent undesignated statutory references are to this code.) Claimant's mother timely appealed the service agency's denial of her funding request, and therefore jurisdiction exists for this appeal. (Factual Findings 1-7.)

2. As claimant is requesting funding the service agency has not yet approved, she bears the burden of proof. (See, e.g., *Lindsay v. San Diego Retirement Bd.* (1964) 231 Cal.App.2d 156, 161 [disability benefits].)

3. The standard of proof is the preponderance of the evidence because no law or statute (including the Lanterman Act) requires otherwise. (Evid. Code, § 115.) This standard is met when the party bearing the burden of proof presents 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.)

4. A proposed decision for final review by DDS is required because this case involves federal funding under the SDP. (§ 4712.5, subs. (d) & (e).)

Governing Law

THE SDP

5. Section 4685.8 governs regional center consumers participating in the SDP. The purpose of the SDP is to provide participants and their families, within an individual annual budget, increased flexibility and choice, and greater control over decisions, resources, and needed and desired services and supports to implement their IPP's. (§ 4685.8, subd. (a).) The individual budget is the amount of funding regional center makes available to the participant for the purchase of services and supports. (*Id.*, subd. (c)(3).)

6. The participant may only purchase services and supports necessary to implement her IPP, and shall comply with any and all other terms and conditions for participation in the SDP. (§ 4685.8, subd. (d)(3)(C).) The participant may utilize the services and supports available within the SDP only when generic services and supports are not available. (§ 4685.8, subd. (d)(3)(B).) In this case, service agency pointed out no generic resource other than Denti-Cal. It was established that Denti-Cal will not cover braces for claimant. (Factual Finding 26.)

OTHER PROVISIONS OF THE LANTERMAN ACT

7. Since participants must create and update their IPP's, the other provisions of the Lanterman Act not expressly exempted in section 4685.8 apply to funding determinations within the SDP process.

8. The Lanterman Act makes distinctions between those services which address a consumer's developmental disability and the services that are common to everyone, disabled or not. For example, section 4512, subdivision (b), defines services and supports that can be funded under the Lanterman Act as "specialized services and supports or special adaptations of generic services and supports directed toward the alleviation of a developmental disability, or toward the social, personal, physical, or economic habilitation or rehabilitation of an individual with a developmental disability, or toward the achievement and maintenance of an independent, productive, and normal life." This provision is consistent with section 4685.8, subdivision (d)(3)(C), which allows SDP funding only for services that will implement a participant's IPP.

9. Section 4512, subdivision (b), lists a number of services that are covered by the Lanterman Act. The only reference to dental services is "specialized medical and dental care."

REIMBURSEMENT REQUESTS

10. The Lanterman Act does not specifically authorize retroactive reimbursement for costs incurred before a regional center agrees to fund the underlying service. California Code of Regulations, title 17, section (regulation) 50612 suggests that such funding only is available when either the service has been preauthorized or in limited emergency situations before such authorization can be obtained. (Reg. 50612, subds. (a), (b) & (c).)

11. Yet, the lack of specific statutory authorization does not necessarily prohibit reimbursement, as a hearing officer is empowered by statute to resolve "all issues concerning the rights of persons with developmental disabilities to receive

services under [the Lanterman Act]." (§ 4706, subd. (a).) That statutory provision may be broad enough to encompass the right to retroactive benefits.

12. If the Lanterman Act is to be applied as the Legislature intended, reimbursement should only be available in particular cases where equity requires it. Otherwise, the general requirement that services be established after IPP meetings, and the above-described regulatory restrictions on funding, would be superfluous. Thus, based on the general principles articulated in *Association for Retarded Citizens v. Department of Developmental Services* (1985) 38 Cal.3d 384, reimbursement should be ordered only when the principles of equity apply or when, if not granted, the purposes of the Lanterman Act would be thwarted.

Disposition

13. The Lanterman Act does not support funding claimant's orthodontic work. Section 4512, subdivision (b), clearly requires funding to be used for "specialized services and supports" aimed at ameliorating a developmental disability. This is accentuated by the fact that the only reference to dental services in the same statute is "specialized dental care." Here, there is nothing specialized about claimant getting braces. She has crooked teeth that need to be straightened, the same problem addressed by the same remedy common to all people with crooked teeth, whether disabled or not. Claimant did not need sedation, which would have been the only facet of specialized dental service. Claimant failed to establish that she needs braces because of her developmental disability. In fact, claimant's mother believes the braces were required by claimant's fall in March 2021, which made her teeth protrude. (Factual Findings 1-26; Legal Conclusions 1-9.)

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14. Reimbursement is an open question due to the sporadic nature of the funding requests by claimant's mother and two year delay until she finally decided to get braces for claimant. This is not the case where claimant's mother incurred the expense of the braces based on representations of service agency, which would have supported reimbursement as a matter of equity. Getting braces for claimant was not an emergency; in fact, the decision to get braces for claimant evolved over a three-year period. As discussed above, the Lanterman Act does not support funding for claimant's braces in this situation. Thus, the purposes of the Lanterman Act will not be thwarted by denying the reimbursement request. (Factual Findings 1-26; Legal Conclusions 1-13.)

ORDER

Service agency shall not reimburse claimant's family for orthodontic services rendered to claimant.

DATE:

ERIC SAWYER

Administrative Law Judge

Office of Administrative Hearings

BEFORE THE
DEPARTMENT OF DEVELOPMENTAL SERVICES
STATE OF CALIFORNIA

In the Matter of:

Claimant

OAH Case No. 2025080668

Vs.

DECISION BY THE DIRECTOR

San Gabriel/Pomona Regional Center

Respondent.

ORDER OF DECISION

On February 25, 2026, an Administrative Law Judge (ALJ) at the Office of Administrative Hearings (OAH) issued a Proposed Decision in this matter.

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

This is the final administrative Decision. Each party is bound by this Decision. Either party may request a reconsideration pursuant to Welfare and Institutions Code section 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 March 24, 2026

Original signed by

Katie Hornberger, Deputy Director
Division of Community Assistance and Resolutions