

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

In the Matter of:

CLAIMANT

and

WESTSIDE REGIONAL CENTER, Service Agency

DDS No. CS0029702

OAH No. 2025090432

DECISION

Thomas Heller, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter by videoconference on November 7, 2025.

Claimant was represented by his mother. The names of Claimant and his mother are not used in this decision to protect their privacy.

Sonia Tostado, Appeals and Resolution Specialist, represented the Westside Regional Center (WRC).

Oral and documentary evidence was received. The record was closed, and the matter was submitted for decision on November 7, 2025.

ISSUES

1. WRC approved a request of Claimant's mother for funding and payment of \$3,125 to a summer camp (JCamp) that Claimant attended for five weeks in June and July 2025. Should WRC be ordered to approve funding and payment of an extra \$1,825 to JCamp for three additional weeks of camp that Claimant attended starting in late July 2025?
2. Should WRC be ordered to fund additional camp dates for Claimant through the end of 2025?
3. Should WRC be ordered to provide Claimant's mother with proof of a Financial Management Service's payment of \$4,625 to another summer camp (Amanda Camp) that Claimant was approved to attend in July and August 2025, but did not?

EVIDENCE RELIED UPON

Exhibits: WRC exhibits 1 through 17 and 20, and Claimant's exhibits A through H. Testimony: Claimant's mother and Sonia Tostado.

FACTUAL FINDINGS

Background

1. The Department of Developmental Services (Department) administers the Lanterman Developmental Disabilities Services Act (the Lanterman Act or the Act) to ensure that necessary services and supports are provided to persons with

developmental disabilities to help them lead more independent, productive, and normal lives. (Welf. & Inst. Code, § 4500.)

2. WRC is one of 21 nonprofit regional centers established by the Act to “evaluate the developmentally disabled persons (whom the Act calls ‘consumers’), develop individually tailored plans for their care, enter into contracts with direct service providers to provide the services and support set forth in the plans, and monitor the implementation of those contracts and the consumers’ plans. [Citations.]” (*Shalghoun v. North Los Angeles County Regional Center, Inc.* (2024) 99 Cal.App.5th 929, 937.) Each regional center serves consumers within a particular geographic area of the state known as a “service catchment area,” as specified in a contract with the Department. (Welf. & Inst. Code, §§ 4620, subd. (a), 4640, subd. (a); Cal. Code Regs., tit. 17, § 54302, subd. (a)(58).)

3. Claimant is a four-year-old boy who is eligible for Lanterman Act services and supports from WRC. On March 5, 2025, Claimant’s mother emailed WRC to request approval for Claimant to attend five weeks of summer camp at Amanda Camp from July 28 until August 29, 2025. Amanda Camp is not affiliated with or a vendor of WRC, and WRC did not select or recommend the camp for Claimant.

4. The email from Claimant’s mother stated, “To avoid any delays or ongoing confusion please see the attached invoice attached to this email with request to authorize summer camp with accompanying dates. [¶] . . . [¶] Please confirm receipt of this email and acknowledge receipt that camp services will be approved.” (Exhibit 5.) The attached invoice was for \$4,625, which was the full amount of fees for Claimant to attend Amanda Camp for five weeks. (Exhibit 6.)

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5. WRC approved the request a few days later and directed Aveanna Services, a Financial Management Service (FMS) vendor of WRC, to pay \$4,625 on WRC's behalf to Amanda Camp as a "Participant-Directed Service." Participant-Directed Services is a model that enables regional center consumers and their families to choose, hire, schedule, and supervise their own service providers for certain types of services, including social recreation activities.

6. Aveanna Services made the payment to Amanda Camp on a date not established by the evidence. In early April 2025, Claimant's mother and another camp (JCamp) emailed WRC requesting approval for Claimant to attend JCamp for five other weeks during the summer, from June 23 until July 25, 2025. Like Amanda Camp, JCamp is not affiliated with or a vendor of WRC, and WRC did not select or recommend the camp for Claimant.

7. The invoice from JCamp was for \$3,125, which was the full amount of camp fees for the five weeks. WRC approved the invoice and agreed to pay it through Aveanna Services, but JCamp apparently did not require advance payment, and Aveanna Services therefore deferred paying the invoice.

8. On July 30, 2025, Aveanna Services emailed WRC that JCamp had submitted a new invoice that did not align with WRC's authorization. The new invoice was for eight weeks of JCamp instead of five, and the total amount of the invoice was \$4,950 instead of \$3,125. The additional \$1,825 was for three additional weeks of JCamp from July 28 through August 15, 2025. Those weeks overlapped with three weeks of Amanda Camp that WRC had approved and Aveanna Services had paid.

9. WRC contacted Claimant's mother, who reported that Amanda Camp "explicitly denied [Claimant's] participation," which resulted in Claimant not attending

Amanda Camp. (Exhibit 9, p. A45.) Instead, Claimant's mother enrolled Claimant in JCamp for the three additional weeks included on the new invoice from JCamp. As to Amanda Camp, Claimant's mother also faulted WRC and Aveanna Services for paying that camp, stating, "At no time did we render participation, sign paperwork in any capacity (both in or out), receive a cancellation policy/terms, nor confirm that was our final decision for camp." (*Ibid.*) Contending that WRC staff made "a gargantuan error," Claimant's mother requested that WRC authorize payment of the full amount of the new invoice from JCamp. (*Ibid.*)

10. On August 10, 2025, JCamp sent an email to Claimant's mother stating there was an outstanding balance of \$4,550 on Claimant's account. The evidence does not explain why the outstanding balance is \$400 less than the \$4,950 invoice. Claimant's mother forwarded the email to WRC and asked for an update on the status of payment to JCamp.

11. On August 11, 2025, WRC replied that it was not denying funding of JCamp's original invoice of \$3,125, but it was denying funding for the additional \$1,825 on the new JCamp invoice. As grounds for denial, WRC stated: (1) it may fund a maximum of 60 days of camp services per fiscal year and "will not pay two different camps for the same dates, regardless of which camp the client attended;" (2) Claimant's mother had requested "immediate authorization and approval [for Amanda Camp] to secure [Claimant's] spot in the program;" (3) the \$4,950 invoice from JCamp was \$1,825 higher than what WRC approved, and the additional amount was for three weeks of JCamp that overlapped with the Amanda Camp invoice that was approved and prepaid; (4) Claimant's mother was aware of the payment to Amanda Camp and did not tell WRC she wanted to cancel the authorization; and (5) Claimant's mother

chose Amanda Camp, which is not contracted with WRC, and a refund is outside of Amanda Camp's typical business practices. (Exhibit 4, p. A19.)

12. On August 29, 2025, Claimant's mother appealed and requested a fair hearing on WRC's denial. According to Claimant's mother: "Regional Center did not apply due diligence and received invoices for (2) overlapping camps/dates. Regional Center made an executive decision on paying the camp of their [preference] without auditing the duplicate invoices or confirming services with parent. Regional center is now not accept[ing] any responsibility for this massive Service Termination causing my son to lose all camp funding for camps through 2025." (Exhibit 4, p. A15.)

Hearing

13. Testifying for WRC, Ms. Tostado explained that WRC approved funding and payment for a total of 60 days of camp for Claimant during 2025. The 60 days include 25 days at Amanda Camp, 25 days at JCamp, and a total of 10 days at two camps earlier in the year. Under WRC's service standards – which the Department has approved – camp services "are time limited with camp services funded for up to two cycles per year and with a maximum of 60 days per fiscal year." (Exhibit 15, p. A67.) WRC contends that funding more camp services for Claimant this year would exceed the 60-day maximum.

14. To date, Aveanna Services has not paid JCamp any amount on Claimant's behalf, including the \$3,125 that WRC approved. According to Ms. Tostado, JCamp asked for the payment to be deferred until resolution of the dispute over the payment amount. WRC will honor the original JCamp invoice for \$3,125, but WRC contends it should not have to pay an additional \$1,825 for three extra weeks of JCamp that WRC did not approve, and that overlapped with three weeks of Amanda Camp that were

approved and paid. WRC has asked Amanda Camp for a refund, but Amanda Camp has not granted the request.

15. Claimant's mother testified she did not know Aveanna Services had paid the Amanda Camp invoice until late summer 2025. She did not receive notice or proof of payment to Amanda Camp when Aveanna Services made the payment. In June 2025, Claimant's mother contacted Amanda Camp and was told the camp was unable to accommodate Claimant. As a result, Claimant's mother placed Claimant at JCamp for three extra weeks in July and August 2025. JCamp agreed Claimant could attend "on contingency," meaning that JCamp would request funding from WRC for the additional three weeks. However, Claimant's mother testified JCamp required her to prepay a \$600 registration fee, and she had to contact family members and borrow the money to pay it.

16. Claimant's mother requests that JCamp be paid in full, and that WRC be ordered to exclude the 25 paid days of Amanda Camp from the 60-day cap on camp funding per fiscal year. Otherwise, Claimant will be unable to attend any more camps during the upcoming holidays. Claimant's mother contends the "fast-track" payment to Amanda Camp was WRC's error, and counting the 25 paid days of Amanda Camp towards the 60-day cap unfairly penalizes Claimant for that error. Claimant's mother also contends that paying only part of JCamp's invoice is unfair to Claimant, because JCamp will no longer welcome Claimant at its camp due to the payment dispute. Furthermore, JCamp is sending invoices to Claimant's mother for what WRC and Aveanna Services should have already paid.

17. Additionally, Claimant's mother requests that WRC be ordered to produce a copy of the check from Aveanna Services to Amanda Camp. Claimant's mother has filed a small claims court case against Amanda Camp regarding the \$4,625

payment it received, and Claimant's mother wants a copy of the check to use in that court case.

LEGAL CONCLUSIONS

Legal Standards

1. "Any applicant for or recipient of services, or authorized representative of the applicant or recipient, who is dissatisfied with a decision or action of the regional center . . . shall, upon filing a request within 60 days after notification of that decision or action, be afforded an opportunity for an informal meeting, a mediation, and a fair hearing." (Welf. & Inst. Code, § 4710.5.) The fair hearing procedures in the Lanterman Act describe two types of notifications that a regional center must provide a consumer about a decision or action from which a request for a fair hearing can result. First, a regional center must provide a notification when it proposes to "reduce, terminate, or change services set forth in an . . . [IPP]" or when a consumer is determined to be no longer eligible for services. (Welf. & Inst. Code, § 4710, subd. (a)(1)-(2).) Second, a regional center must provide a notification when it decides "to deny the initiation of a service or support requested for inclusion in the [IPP]." (*Id.*, subd. (b).)

2. Claimant's mother requests an order requiring WRC to approve and pay for additional camp services that WRC has not already approved, along with an order requiring WRC to provide proof of payment to Amanda Camp. As the party proposing to change the status quo, Claimant bears the burden of proving that he is entitled to those orders. (See Evid. Code, § 500; *In re Conservatorship of Hume* (2006) 140 Cal.App.4th 1385, 1388.) The burden of proof requires proof by a preponderance of the evidence, because nothing in the Lanterman Act or another law provides

otherwise. (Evid. Code, § 115 ["Except as otherwise provided by law, the burden of proof requires proof by a preponderance of the evidence."]).

Analysis

3. Issue One – payment of additional \$1,825 to JCamp. The evidence does not prove that WRC should be ordered to pay an additional \$1,825 to JCamp over and above the \$3,125 that WRC originally approved. The additional \$1,825 is for three weeks of JCamp that were not on JCamp's original invoice, and that overlapped with three weeks of Amanda Camp that were paid in advance. WRC did not approve the three additional weeks of JCamp, and WRC did not know Claimant would be attending JCamp instead of Amanda Camp until July 30, 2025, which was two days after Claimant was supposed to start Amanda Camp. By that time, it was too late for WRC to obtain a refund from Amanda Camp.

4. The evidence also does not prove WRC erred in authorizing Aveanna Services to pay the Amanda Camp invoice when it did. The email of Claimant's mother attached an invoice from Amanda Camp and stated, "To avoid any delays or ongoing confusion please see the attached invoice attached to this email with request to authorize summer camp with accompanying dates. [¶] . . . [¶] Please confirm receipt of this email and acknowledge receipt that camp services will be approved." (Exhibit 5.) WRC acted reasonably in authorizing the payment based on the email.

5. Absent evidence that WRC erred, WRC properly denied the request to pay an additional \$1,825 to JCamp.

6. Issue Two – excluding the 25 paid days of Amanda Camp from the 60-day cap on camp funding per fiscal year. For similar reasons, the evidence does not prove that WRC should be ordered to exclude the 25 paid days of Amanda Camp from

the 60-day cap on camp funding per fiscal year. WRC was not notified of the problem with Amanda Camp until after Claimant was supposed to start that camp. By then, it was too late for WRC to obtain a refund, and thus WRC cannot recover the payment it made for the 25 days of Amanda Camp. Excluding those 25 days from the 60-day maximum for Claimant is not justified under these circumstances.

7. Issue Three – providing Claimant’s mother with proof of payment to Amanda Camp. The request of Claimant’s mother for proof of payment to Amanda Camp is not stated in Claimant’s fair hearing appeal. The request also does not involve a proposed reduction, termination, or change of service set forth in Claimant’s IPP, or a denial of the initiation of a service or support. (Welf. & Inst. Code, § 4710, subds. (a), (b).) Additionally, WRC has not issued a notice of action to deny the request, and it is unclear from the record if WRC even takes issue with the request.

8. Given the above, the request for proof of payment to Amanda Camp is not an appropriate matter for consideration in this fair hearing appeal.

ORDER

Claimant’s appeal is denied.

DATE:

THOMAS HELLER
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.