

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

**In the Matter of the Appeal of:**

**CLAIMANT**

**and**

**ALTA CALIFORNIA REGIONAL CENTER, Service Agency**

**DDS No. CS0032175**

**OAH No. 2025120405**

**DECISION**

Hearing Officer Sean Gavin, an Administrative Law Judge employed by the Office of Administrative Hearings, State of California, heard this matter on January 16, 2026, by videoconference from Sacramento, California.

Claimant's mother represented claimant.

DJ Weersing, Legal Services Specialist, represented Alta California Regional Center (ACRC).

Evidence was received, the record closed, and the parties submitted the matter for written decision on January 16, 2026.

## **ISSUE**

Whether ACRC was correct to deny claimant's request for reimbursement of social-recreational services claimant independently purchased while there was no signed Individual Program Plan (IPP) in place.

## **FACTUAL FINDINGS**

### **Background**

1. Claimant is a nine-year-old ACRC consumer based on her qualifying diagnosis of mild autism spectrum disorder (ASD). Her ASD affects her self-care, receptive and expressive language, self-direction, and capacity for independent living. She lives at home with her mother and brother. She is also close to her maternal grandparents. Her family lives in the Folsom Cordova Unified School District (the school district), where she is a third-grade student.

### **Claimant's January 2024 IPP Meeting and Written IPP**

2. ACRC deemed claimant eligible to receive services and supports effective November 27, 2023. On January 3, 2024, claimant's planning team, which included her mother, her grandmother, and ACRC service coordinator Tara Cawthon-Argerich, met by videoconference for claimant's initial IPP meeting. During the meeting, the planning team discussed, among other things, claimant's goals and what services and supports ACRC could provide to help her meet those goals. Claimant's goals included remaining safe and healthy, receiving an appropriate education, participating in the Medic Alert program, and being prepared in the event of a disaster. Additionally, the planning team discussed claimant's family having an occasional break from caring for claimant.

3. On January 3, 2024, after the IPP meeting, Ms. Cawthon-Argerich sent claimant's mother an email in which she noted, in relevant part: "Following this email you will receive a second email from SignNow to sign for Supports and Services (Medic Alert, Respite, and exploring Social Recreation)." SignNow is a program that facilitates electronic signatures. In her email, Ms. Cawthon-Argerich also included information about social-recreational service providers.

4. Based on the IPP meeting, Ms. Cawthon-Argerich prepared a written IPP on January 4, 2024 (the January 2024 IPP). The January 2024 IPP included a document titled "ACRC 588 Services and Supports for the Individual Program Plan" (the 588 form). Within the 588 form is Section 3, which consists of the heading, "ACRC will purchase the following Traditional Services/Support," followed by a chart showing the type of service; the service provider; the amount, duration, or frequency; and the projected start date. Claimant's 588 form included two services and supports: a Medic Alert membership and 120 hours per quarter of respite care. It did not include any social-recreational services or supports.

5. Just below the chart of services and supports on the 588 form is a pair of statements with checkboxes beside them. The consumer or her parent may check the box that corresponds to the appropriate statement. The first statement is: "I agree with and authorize ACRC to purchase all of the services and supports listed in Section 3 above to implement the [IPP]." The second statement is: "I agree with and authorize ACRC to purchase the services and supports listed in Section 3 above to implement the IPP EXCEPT FOR THE FOLLOWING SERVICES AND SUPPORTS ABOUT WHICH THE PLANNING TEAM HAS NOT YET REACHED AGREEMENT." (Capitalization in original.) Below that statement is Section 4, which consists of the heading "Disputed Services

and Supports (on which planning team did not reach agreement),” followed by blank space to identify the disputed services or supports.

6. The January 2024 IPP includes signature lines for the service coordinator and the consumer or consumer’s parent. Ms. Cawthon-Argerich signed the January 2024 IPP, which included the 588 form, on January 4, 2024, and forwarded it to claimant’s mother for review and signature via SignNow.

7. The SignNow program includes a “Document History” feature, which allows users to view and print an audit log of activity related to a particular document circulated for signatures. The SignNow audit log for claimant’s January 2024 IPP shows that after signing it, Ms. Cawthon-Argerich emailed claimant’s mother an invitation to view and sign it. The audit log also shows claimant’s mother viewed and downloaded the January 2024 IPP on January 5, 2024. However, she did not sign or return it, so the SignNow program sent her automatic reminders to do so on January 6, 8, 10, and 12. She did not respond to any of the reminders.

8. ACRC also maintains Consumer I.D. Notes, which are ACRC’s internal records of contacts and communications with its consumers and their representatives. ACRC’s Consumer I.D. Notes for claimant reflect that on January 16, 2024, an ACRC office assistant mailed claimant’s mother the unsigned January 2024 IPP, which included the 588 form. Claimant’s mother did not sign or return the January 2024 IPP.

### **Claimant’s March 2025 IPP Meeting**

9. ACRC’s Consumer I.D. Notes for claimant reflect that on March 21, 2025, claimant’s planning team, which included her mother, her grandmother, and ACRC service coordinator Kensleigh Dumlao, met by videoconference for claimant’s annual IPP meeting. They met again on April 18, May 2, and May 19, 2025, to continue

discussing potential changes to claimant's IPP. Among other things, the planning team discussed the possibility that ACRC would fund social-recreational activities for claimant. Specifically, they discussed that claimant had been attending gymnastics at a facility called Tricks. Claimant's mother had paid for classes at Tricks and requested that ACRC reimburse her for those expenses. They also discussed the possibility that ACRC would fund swimming lessons and bicycle riding lessons for claimant.

10. On June 2, 2025, Ms. Dumlao sent claimant's mother an email with the subject line "IPP completed." In the email, Ms. Dumlao wrote:

I hope you and your family are doing well. I just completed [claimant's] 2024 IPP<sup>1</sup> and sent to you for review and signature. Please let me know if you have any questions and if you have received it via email Adobe. If you did not, please let me know and I [can] resend it. Also can you please send me all the invoices starting from January 2024 till present for [claimant's] Tricks invoices so I can begin reimbursement. I will also be preparing a[n] o[n]boarding packet via SignNow for FMS [Financial Management Service] as this will be where you will receive the reimbursement from.

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<sup>1</sup> In other Consumer I.D. Notes, Ms. Dumlao referred to the IPP prepared on January 3, 2024, as the "2023 IPP" and referred to the IPP prepared in mid-2025 as the "2024 IPP."

11. After sending the email referenced above, Ms. Dumlao sent claimant's mother a new IPP for her review and signature (the June 2025 IPP). Claimant's mother did not sign the June 2025 IPP. Rather, in September 2025, she contacted ACRC to address questions she had about the June 2025 IPP. As of July 2025, Caspian Woodward was assigned as claimant's new service coordinator. Mr. Woodward met with claimant's mother on September 15, 2025, by videoconference. He then met with claimant's grandmother on September 29, 2025, again by videoconference. They discussed claimant's request for ACRC to reimburse her for Tricks classes and for swimming and bicycle riding lessons that claimant's mother purchased. Mr. Woodward explained ACRC could not reimburse claimant's mother for services she purchased before signing any IPP.

### **ACRC's Notice of Action and Claimant's Appeal**

12. On October 10, 2025, ACRC issued a Notice of Action (NOA) in which it notified claimant's mother, "ACRC is denying your request for reimbursement for the costs you incurred prior to September 2025 to pay for recreational activities for [claimant] including for reimbursement for social recreation costs (swimming lessons, gymnastics lessons, and bicycle lessons)." ACRC explained its reasoning as follows:

You purchased those services outside of the planning team process without prior agreement by the planning team or ACRC or signature of an IPP agreement that ACRC would reimburse you for those costs. For that reason, the planning team did not have the ability to assess [claimant's] needs, determine if these were the appropriate services to meet her needs, and if so, whether there might be other funding sources responsible or available to pay for the services.

ACRC has agreed to fund swimming and gymnastics services for [claimant] moving forward, but only effective upon receipt of IPP agreement page signed by [claimant's] parent authorizing ACRC to pay for those services.

13. On December 1, 2025, claimant appealed the NOA. Generally, claimant's mother complained about the quality of ACRC's services. Specifically, she wrote that claimant had to wait a year after being made eligible to be assigned a service coordinator. She further complained that ACRC had assigned claimant three service coordinators throughout her brief time as an ACRC consumer and that the service coordinators did not properly document their discussions or claimant's requests. She also noted that ACRC told her claimant was eligible for social-recreational services and would be reimbursed for those services if she submitted receipts and statements, which she then did. Claimant's mother ended the appeal by writing:

I am experiencing endless hoops and circles with getting [claimant] critical early interventions to support her talking in social settings, life/safety skills: swimming, bike lessons, recreation: gymnastics. ACRC should be helping [claimant] with critical early interventions? Under the "Lanterman Act" language: [claimant] should be eligible for these services with community participation, choices, education and medical care.

### **Additional Evidence at Hearing**

14. Mr. Woodward testified at hearing and confirmed the facts described above. Additionally, he noted that he met with claimant's mother in December 2025 to

discuss changes to claimant's June 2025 IPP. As of the hearing, claimant's mother had not yet signed any IPP for claimant.

15. Amy Silva, an ACRC client services manager, also testified at hearing. She supervises services coordinators, including those who have been assigned to claimant's case. Ms. Silva confirmed that the SignNow audit log shows claimant's mother viewed and downloaded the January 2024 IPP on January 5, 2024, and that the SignNow program sent four automatic reminders between January 6 and 12, 2024. Ms. Silva also confirmed that the SignNow audit log is unique to each document, meaning that the recorded history for the January 2024 IPP relates only to that document.

16. Claimant's mother testified at hearing. She reiterated the points she raised in her written appeal. She confirmed she is seeking reimbursement of \$115 for one week of bicycle riding lessons in June 2025, \$285 for one month of swimming lessons in July 2025, and between \$97 and \$117 per month for Tricks gymnastic lessons for "as far back" as she is permitted.

17. Claimant's mother further explained that she did not receive the January 2024 IPP for signature. Rather, the first time anyone from ACRC asked her to sign an IPP was in Ms. Dumlao's email on June 2, 2025. Once claimant's mother received that email, she did not withhold her signature on claimant's June 2025 IPP. Rather, she continued to discuss the details of the IPP with ACRC because she did not want to sign something that was inaccurate or incomplete. Additionally, she relied on Ms. Dumlao's representations that she could be reimbursed for social-recreational activities.

18. Claimant's mother's main concern is claimant's selective mutism, which is a severe anxiety disorder that significantly restricts an individual's speech outside of immediate family members. She worries that without appropriate and timely

interventions, claimant's anxiety and speech dysregulation will continue to deepen. She wants services and supports to address claimant's selective mutism to be included in her IPP.

## **Analysis**

19. Through its NOA, ACRC contends it cannot reimburse claimant for social-recreational services purchased prior to claimant or her mother signing an IPP. The facts and law support ACRC's position.

20. On January 3, 2024, Ms. Cawthon-Argerich met with claimant's mother and grandmother for claimant's initial IPP meeting. Ms. Cawthon-Argerich thereafter prepared the January 2024 IPP, which included a list of the agreed-upon services and supports and information about the type of service; the service provider; the amount, duration, or frequency; and the projected start date, as required by Welfare and Institutions Code, section 4646, subdivision (g).

21. Claimant's mother never signed the January 2024 IPP. ACRC established, via the SignNow audit log and Ms. Silva's testimony, that claimant's mother received and downloaded the January 2024 IPP on January 5, 2024. However, she never signed it. As a result, under Welfare and Institutions Code, section 4646, subdivision (h), ACRC was only permitted to purchase the agreed-upon services and supports identified in the January 2024 IPP. It did so. Under Welfare and Institutions Code, section 4646, subdivision (g), ACRC was not allowed to purchase other services or supports without an IPP signed by claimant or her parent.

22. Finally, under Welfare and Institutions Code, section 4648, subdivision (a)(6), before agreeing to provide a service or support, a regional center must consider, among other things: a provider's ability to deliver services or supports that can

accomplish all or part of the consumer's IPP; a provider's success in achieving the objectives identified in the IPP; a provider's licensing, accreditation, or professional certification; the costs of comparable services and supports; and the consumer's preferences. By independently funding gymnastics, swimming, and bicycle riding lessons without a signed IPP in place, claimant deprived ACRC of the opportunity to consider those legally-required factors.

23. In summary, claimant's failure to sign the January 2024 IPP legally prevents ACRC from funding the social-recreational services for which claimant now seeks reimbursement. As a result, claimant's appeal from ACRC's NOA, issued October 10, 2025, must be denied.

## **LEGAL CONCLUSIONS**

### **Burden and Standard of Proof**

1. The party seeking government benefits or services has the burden of proof. (*Lindsay v. San Diego County Retirement Bd.* (1964) 231 Cal.App.2d 156, 161.) In this case, claimant bears the burden of proving, by a preponderance of the evidence, that ACRC is required to reimburse her for social-recreational services she independently purchased prior to claimant or her parent signing an IPP. (Evid. Code, § 115.) The term preponderance of the evidence means "more likely than not." (*Sandoval v. Bank of America* (2002) 94 Cal.App.4th 1378, 1388.)

### **Applicable Law**

2. Under the Lanterman Act (Welf. & Inst. Code, § 4500 et seq.), the State of California accepts responsibility for persons with developmental disabilities and pays

for the majority of the “treatment and habilitation services and supports” to enable such persons to live “in the least restrictive environment.” (Welf. & Inst. Code, § 4502, subd. (b)(1).) “The purpose of the statutory scheme is twofold: to prevent or minimize the institutionalization of developmentally disabled persons and their dislocation from family and community [citations], and to enable them to approximate a pattern of everyday living of nondisabled persons of the same age and to lead more independent and productive lives in the community [citations].” (*Assoc. for Retarded Citizens v. Dept. of Developmental Services* (1985) 38 Cal.3d 384, 388.)

3. A regional center consumer’s planning team must jointly prepare the consumer’s IPP. (Welf. & Inst. Code, § 4646, subd. (d).) The planning process for the IPP must include gathering information and conducting assessments to determine the life goals, capabilities and strengths, preferences, barriers, and concerns or problems of the person with developmental disabilities. (Welf. & Inst. Code, § 4646.5, subd. (a)(1).) For children, this process should include a review of the strengths, preferences, and needs of the child and the family unit as a whole. (*Ibid.*)

4. The regional center representative and the consumer or her parents must decide and agree what goals, objectives, and services and supports to include in the IPP. (Welf. & Inst. Code, § 4646, subd. (d).) In making that decision, they must consider, among other things: a provider’s ability to deliver services or supports that can accomplish all or part of the consumer’s IPP; a provider’s success in achieving the objectives identified in the IPP; a provider’s licensing, accreditation, or professional certification; and the consumer’s preferences. (Welf. & Inst. Code, § 4648, subd. (a)(6)(A)-(C), (E).)

5. Additionally, when deciding on a provider, the regional center and consumer must consider the cost of services or supports of comparable quality by

different providers. (Welf. & Inst. Code, § 4648, subd. (a)(6)(D)(i).) They must select the least costly available provider of comparable services, including the cost of transportation, who is able to accomplish all or part of the consumer's IPP, consistent with the consumer's particular needs. (*Ibid.*) For the services and supports a consumer receives, regional centers must identify and pursue all possible funding sources, including government entities or programs and private entities. (Welf. & Inst. Code, § 4659, subd. (a).)

6. After the IPP meeting, the regional center representative must provide the consumer with a list of the agreed-upon services and supports and information about the type of service; the service provider; the amount, duration, or frequency; and the projected start date. (Welf. & Inst. Code, § 4646, subd. (g).) The regional center representative must sign the list of agreed-upon services at that time. The consumer or her parents "shall sign the list of agreed-upon services and supports prior to its implementation." (*Ibid.*) If the regional center and the consumer cannot reach a final agreement regarding the services and supports the consumer will receive, the regional center must nevertheless provide any agreed-upon services and supports identified in the list it provided to the consumer. (Welf. & Inst. Code, § 4646, subd. (h).)

## **Conclusion**

7. Claimant did not meet her burden to demonstrate that ACRC must reimburse claimant for social-recreational services claimant independently purchased while there was no signed IPP in place. For that reason, claimant's appeal must be denied.

## **ORDER**

Claimant's appeal from Alta California Regional Center's October 10, 2025, Notice of Action to deny claimant's request for reimbursement for the cost of social-recreational services claimant purchased prior to September 2025, is DENIED.

DATE: January 28, 2026

SEAN GAVIN

Administrative Law Judge

Office of Administrative Hearings

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

**In the Matter of:**

**CLAIMANT**

**and**

**ALTA CALIFORNIA REGIONAL CENTER, Service Agency**

**DDS No. CS0032175**

**OAH No. 2025120405**

**ORDER ON APPLICATION FOR RECONSIDERATION**

An Administrative Law Judge (ALJ) (Hearing Officer) from the Office of Administrative Hearings (OAH) issued a Decision in this matter on January 28, 2026. On February 13, 2026, claimant's representative (mother) applied to OAH for reconsideration of the decision under Welfare and Institutions Code section 4713. The application for reconsideration was timely submitted. The undersigned hearing officer 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, claimant seeks reconsideration on a claimed

material error of fact. Specifically, mother states the grounds on which the application is made as follows:

Please see Decision "Conclusion", page 12. Please see the IPP signed by me (1/2024), I found after this decision. My feedback for this case: If anyone had mentioned to me that having an "unsigned" ACRC IPP in January, 2024 from ACRC was an issue for reimbursements in this case, I could have researched this ahead of this hearing to locate it. Instead, it was never mentioned and I feel "tricked". I asked at the hearing if ACRC lost my signed IPP, instead they accused me (inaccurately) of not signing the IPP document. This seems like a slick way for ACRC to throw this case out and is unjust to help [claimant] receive the critical early interventions, causing additional hardship for my family and distress to me trying to help her. Also, I was not aware that I had to advocate for my daughter against ACRC and their attorney (because also nobody told me I was representing myself against ACRC until I was in the mediation and hearing). I was led to believe by ACRC that we were all on the same side and I was just trying to get clarity on my requests for my daughter to achieve early interventions, based on the Lanterman Act. This is another example of ACRC losing my documentation and incorrectly assuming I did not sign the IPP for services. Additionally, ACRC needs to add the notes I requested for the new IPP.

Under Welfare and Institutions Code section 4713, subdivision (a), ACRC “may file a written statement supporting or opposing the application.” No statement was received from ACRC.

## **ANALYSIS**

### **Request for Reconsideration Based on Signed IPP**

Mother attached to her request for reconsideration an Individual Program Plan (IPP) dated January 3, 2024. The form states the IPP meeting was held on January 3, 2023. ACRC’s Service Coordinator, Tara Cawthon-Argerich, appears to have signed the form on January 4, 2024, and mother on January 29, 2024. This form differs from the IPP document presented at hearing. The form presented at hearing has an IPP meeting date of January 3, 2024. Mother did not sign it.

Mother’s request stated she looked for this signed form after the hearing because she was not aware beforehand that the unsigned IPP “was an issue” in this case. “If anyone had mentioned” the importance of the form, she could have looked for it prior to hearing.

ACRC issued a Notice of Action (NOA) on October 10, 2025, denying claimant’s request for ACRC to reimburse her for services purchased prior to September 2025. In its “Reason for the Proposed Action,” ACRC wrote: “You purchased those services outside of the planning team process without prior agreement by the planning team or ACRC or signature of an IPP agreement that ACRC would reimburse you for those costs.” The issue in the NOA was ACRC’s denying reimbursement *because mother had not signed the IPP*. Mother appealed from that proposed action.

The main issue at the hearing was whether ACRC should be required to reimburse claimant for services purchased prior to mother signing the IPP agreement form in September 2025. At the hearing, the parties discussed at length when the IPP form was provided to claimant and whether she signed it. Mother's request for reconsideration states, "If anyone had mentioned to me that having an 'unsigned' ACRC IPP in January, 2024 from ACRC was an issue for reimbursements in this case, I could have researched this ahead of this hearing to locate it."

At hearing, mother was given an opportunity to question ACRC employees regarding the IPP and reason for the NOA. In particular, mother asked whether ACRC had ever asked her to sign an IPP. She did not mention, over the course of the hearing, that she had signed the IPP form or that she had it in her possession.

More than once during the hearing, the hearing officer explained the only issue before him for claimant's appeal. He stated:

What I need to decide is: Is the regional center's decision in that regard correct or not? In order to decide that, I have to find out: a) was there an IPP in place and signed, and b) if so, what did it cover? But I don't get to b) unless I answer a): was there one in place?

Mother has not presented any evidence of mistake of fact or law in her request for reconsideration. She presented an IPP form that was the sole issue at hearing. The January 2024 IPP form presented at hearing was signed by the regional center's Service Coordinator, but not by claimant. Mother did not present a signed form at hearing, which was her opportunity to do so.

## **Other Requests**

When ACRC issued the NOA on October 10, 2025, attached was a “Lanternman Act Appeals Information Packet (Packet).” The Packet notifies a person who appeals an NOA of the appeals process, a claimant’s rights and responsibilities, and helpful resources. Similar information was provided in the December 10, 2025 Notice of Hearing, and the December 30, 2025 Amended Notice of Hearing. Mother’s additional concerns in her request for reconsideration were adequately addressed in these documents. Additionally, ACRC was represented by a Legal Services Specialist, not an attorney.

To the extent mother is making other requests here, they have been considered and are not appropriate in conjunction with this proceeding.

## **ORDER**

For the reasons stated above, the application for reconsideration is DENIED.

DATE: February 24, 2026

HEATHER M. ROWAN  
Presiding Administrative Law Judge  
Office of Administrative Hearings