

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

In the Matter of:

CLAIMANT

and

**NORTH LOS ANGELES COUNTY REGIONAL CENTER, Service
Agency.**

DDS No. CS0032725

OAH No. 2025121117

DECISION

Irina Tentser, Administrative Law Judge (ALJ), Office of Administrative Hearings (OAH), State of California, heard this matter by videoconference on February 6, 2026.

Stella Dorian, Due Process Officer, represented the North Los Angeles County Regional Center (NLACRC or Service Agency).

Claimant was represented by his authorized representatives Brian Allen, Special Education Advocate, and Raelyn Marshall, Assistant Advocate, The Offices of Brian Allen Special Consultant, Advocate. Claimant's mother was also present. Claimant was

not present. (Claimant and his mother are identified by their titles to protect their privacy.)

Testimonial and documentary evidence was received. The record was left open pursuant to a continuance order issued after the hearing for evidence submission only by the parties, as follows: Claimant to file motions seeking contempt sanctions against Service Agency and Cheryl Sparks by February 20, 2026; Service Agency opposition to Claimant's motion to be filed by March 6, 2026; Claimant to file a reply brief in support of his motion by March 13, 2026; and Service Agency and Claimant to file written closing briefs by March 13, 2026.

The moving, opposition, and reply papers relevant to the Claimant's motions for contempt sanctions were filed by the parties with OAH, moved into Case Lines by the ALJ, and marked and admitted into evidence as Exhibits Z4, Z5, Z6, and Z7. (The exhibit numbers differed from the exhibit number designation of the ALJ's February 10, 2026 "Continuance Order For Motion and Argument Only.")

On March 12, 2026, Service Agency filed its closing brief with OAH. On March 13, 2026, Claimant filed its closing brief and a motion to strike Service Agency's closing brief. Both briefs were moved into Case Center by the ALJ, and marked and admitted into evidence as, respectively, Exhibits Z8 and Z9.

The record closed and the matter was submitted for decision on March 13, 2026.

On March 17, 2026, the ALJ issued an Order denying Claimant's motions for contempt sanctions.

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Claimant's motion to strike Service Agency's closing brief based on allegations of procedural defects in the closing brief (i.e., the brief is not double spaced as ordered by the ALJ; was not properly served with a proof of service on Claimant; is not marked and identified as an exhibit per the ALJ's February 10, 2026 order; and Service Agency's Closing Brief is not signed or authenticated) is denied. Even if Service Agency's closing brief is considered to be procedurally defective, Claimant did not demonstrate that he would be prejudiced by its consideration by the ALJ and excluding the closing brief would be unduly punitive and serve to hinder the ALJ's mandate of developing the record pursuant to the Lanterman Act.

Both parties' closing briefs were considered by the ALJ in issuing the following Decision.

ISSUES

1. Whether NLACRC is refusing to assess [Claimant] in the area of Adaptive Skills [Training] Assessment (ASA).
2. Whether NLACRC has failed to implement [Claimant's] August 1, 2025 Individual Program Plan (IPP) relating to identified services relating to Adaptive Skills [Training] Assessment (ASA).
3. Whether NLACRC failed to transition consumer [Claimant] to Self-Determination Program (SDP) and failed to develop an SDP budget.

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EVIDENCE

The documentary evidence consisted of: Service Agency exhibits 1 through 18, Z5, Z6, and Z8; and Claimant exhibits A through KK, Z1 through Z4, Z7 and Z9. The testimonial evidence at hearing was provided by: Carol Armstrong, NLACRC Consumer Services Supervisor; Claudia Flores, NLACRC Consumer Services Supervisor; Jensen Leano, NLACRC's consulting Autism Program Behavior Specialist; Alexa Alvarez, NLACRC Service Coordinator; and 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 an 18-year-old un-conserved male client of NLACRC. He qualifies for regional center services under a diagnosis of Autism Spectrum Disorder (ASD). NLACRC is currently funding 48 hours per month of non-specialized respite services for Claimant.

3. On December 18, 2025, Claimant through Claimant's representative, emailed NLACRC a "Good Faith Belief Notice/Letter" (December 18 Good Faith Letter) after an Individual Program Plan (IPP) December 16, 2025 meeting was held between Claimant and NLACRC. (Exhibit HH, p.B210.) The December 18 Good Faith Letter notified NLACRC that Claimant intended to file "a fair hearing and 4731 investigation"

against NLACRC to resolve “concerns and issues” that NLACRC “has failed to address in the IPP on 12/16/25 and the IPP dated 8/1/25.” (*Ibid.*)

4. On December 19, 2025, Claimant, through Claimant’s representative, filed an appeal request. (Exhibit 1.) The reason for the appeal was as follows:

Whether NLACRC is refusing to assess in the area of Adaptive Skills Assessment, (2) Whether NLACRC has failed to implement IPP 8/1/2025 relating to identified services relating to Adaptive Skills Assessment, (3) NLACRC failed to transition to SDP program and failed to develop SDP budget. (Claimant provided Good Faith Belief Notice/Letter on 12/18/25

(*Ibid.*)(Grammar and spelling in original.)

NLACRC Position Statement

5. NLACRC’s February 3, 2026 Position Statement, filed prior to the fair hearing in this matter, clarified its position on whether it was willing to fund Claimant’s ASA and the status of Claimant’s transition to SDP. (Exhibit 16.) NLACRC admitted that it previously agreed to fund an ASA for Claimant, but that “upon further review, it was determined the appropriate assessment is an FBA [Functional Behavioral Assessment].” (*Id.*, p. A79.) NLACRC maintains that funding both an ASA and FBA for Claimant “is a duplication of service.” (*Id.*)

6. According to NLACRC, the ASA was initially approved as a service to be provided to Claimant during a June 25, 2025 meeting held between Claimant and NLACRC to discuss support and services for Claimant “because parent did not report

any behaviors that would impede skills acquisition. Otherwise, Case Management staff would have recommended a behavioral assessment.” (Exhibit 16, p. A77.)

7. NLACRC further asserted that it is not refusing to transition Claimant to SDP and laid out a chronology of the transition to date. (Exhibit 16.) According to NLACRC, the SDP transition was consistent with the SDP timeline requirements (Exhibit 12). In addition, NLARC maintained that the SDP transition was still in progress because the necessary December 16, 2025 program plan meeting had yet to be completed because Mother was unable to continue the December 16, 2025 meeting and requested the meeting be reconvened. Accordingly, NLACRC explained it still needs to meet with Claimant and his authorized representative (AR) to identify support and services to be funded for in the SDP budget. (Exhibit 16, p. A79.) NLACRC asserted Claimant’s AR had not responded to requests by NLACRC to reconvene a program plan meeting.

August 1, 2025 IPP Addendum

8. It is undisputed that NLACRC agreed to fund an ASA for Claimant during a June 25, 2025 meeting held to discuss support and services for Claimant. Regardless of whether or not Mother reported behavioral concerns at the June 25, 2025 meeting, as of the date of the meeting NLACRC was aware of Claimant’s behaviors which could potentially impede skills acquisition. An FBA was not discussed as an alternate assessment to be funded by NLACRC between June and August 2025. (Testimony of Carol Armstrong; See Exhibit 5 referencing review of Claimant February 28, 2023 IPP and 313C for Behavioral Consults and Observations). (Testimonies of Alexa Alvarez and Mother.)

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9. The initial choice to conduct the ASA was Behavioral Learning Center (BLC). However, because of the delay in scheduling the ASA caused by BLC's lengthy waitlist, another provider was chosen to perform the ASA, Future Transitions.

10. On August 1, 2025, an IPP addendum (August 2025 IPP Addendum) was executed by Claimant's Mother on behalf of Claimant (who was then a minor), and Claimant's then Service Coordinator Alexa Alvarez. (Exhibit 4.) The August 2025 IPP Addendum documented NLACRC's agreement to fund an ASA for Claimant and the choice of provider. Claimant's behavioral issues including emotional outburst, aggression, self-injury, noncompliance, property destruction, sensory issues, and eloping are described in the addendum. In addition, Claimant's skill deficits, including needing reminders of how to dress appropriately for the weather and to brush his teeth are also described in the addendum. NLACRC's claim that Mother did not report any behaviors that would impede Claimant's skills acquisition at the June 2025 meeting and that, by extension, NLACRC would not have agreed to fund the ASA had those behaviors been reported is unsupported by the evidence. (Testimonies of Alexa Alvarez, Mother, and Jensen Leano.)

NLACRC Must Fund Claimant's ASA

11. The ASA was scheduled to begin on or about October 1, 2025. However, Future Transition, the chosen assessor, was unavailable until early January 2026 to complete Claimant's ASA assessment. In December 2025, to assess level of care for requested respite services, a behavioral consultation by NLACRC's behavioral support team determined that an FBA was warranted to obtain information regarding Claimant's behaviors of concern and skills and to determine appropriate service – adaptive skills or behavioral services - to address Claimant's support needs.

12. Claimant did not agree with the recommendation for an FBA and requested that NLACRC fund an ASA as previously agreed upon by the parties. NLACRC refused to conduct the ASA despite previously agreeing to fund the service and insisted that an FBA, a service Claimant did not agree to, is the appropriate assessment. (Testimony of Leano.)

13. After considering all the evidence and argument, NLACRC has not provided a reasonable basis to refuse to honor its August 1, 2025 IPP agreement to fund for an ASA and is required to fund the previously agreed upon ASA assessment for Claimant to ensure no gaps in regional center services for Claimant.

14. As Leano testified at the fair hearing, as part of an ASA, the assessment report will include a recommendation whether adaptive skills training is an appropriate service for Claimant. It is premature in the absence of the ASA to reject adaptive skills training, the service Claimant is requesting, because NLACRC insists, despite Claimant's wishes, on an FBA assessment and ABA service as the proper service for Claimant.

Claimant's Transition to SDP by NLACRC

15. Claimant maintains that NLACRC declined to transition Claimant to SDP and has failed to develop Claimant's SDP budget. However, the documented chronological timeline of events does not support Claimant's claims. (Testimony of Claudia Flores; Exhibit 12.) Further, the fact that the parties have yet to agree on services for Claimant demonstrates that SDP-budget development is premature at this time.

16. The first step to begin a consumer's transition to SDP is that the family/consumer attend a mandatory SDP Orientation. (Testimony of Claudia Flores; Exhibit 12.)

17. If desired by a consumer or family, the second optional step is a Person Centered Plan (PCP) to be completed by Independent Facilitator prior to an IPP/Budget Meeting. (Exhibit 12.) Claimant is not interested in pursuing the second step.

18. The third step, three months prior to a consumer's transition to SDP, is an IPP/Budget meeting to discuss needs and develop a budget based on traditional services. If a PCP has been completed, it is presented at the IPP/Budget Meeting. If there is agreement to services at the IPP/Budget meeting, the budget is sent to NLACRC accounting for approval. If there is no agreement, the IPP team reconvenes within 15 days. If an assessment is necessary, the IPP team reconvenes upon completion of assessment. (Testimony of Claudia Flores; Exhibit 12.)

19. In this case, after Mother expressed interest to Claimant's former SC Alexa Alvarez that Claimant intended to transition into SDP, Alvarez emailed Claimant's AR on September 4, 2025 requesting a copy of the SDP certificate of completion and notifying Claimant's AR that Claimant's case would be transferred to NLACRC's SDP unit if Mother would like to continue with SDP transition. (Exhibit I.) Claimant's AR provided Mother's certificate of completion of the mandatory SDP Orientation to NLACRC on October 22, 2025. (Exhibit E, p. B31.) Claimant's case was then assigned to Kenia Herrera, an SDP-SC Lead Specialist. (Testimony of Claudia Flores; Exhibit 8.)

20. On October 29, 2025, Herrera emailed Claimant's AR, introducing herself as the SC to support Claimant's transition into SDP. She provided dates in November 2025, November 12 or November 19, as her available dates to schedule the IPP meeting. (Exhibit 8.)

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21. Claimant's AR responded to Herrera's October 29 email on November 5, 2025. (Exhibit 8, p. A41.) In his email, Claimant's AR requested dates in December 2025 for the IPP meeting and requested another SC to conduct the IPP based on the assertion that Herrera "violated privacy on another family." (*Id.*) On November 5, 2025, NLACRC Consumer Services Manager Mayra A. Alvarado emailed Claimant's AR notifying him that NLACRC needed confirmation from Claimant's Mother that the family wanted another SC before NLACRC would consider reassigning the case to a non-SDP specialist. (*Ibid.*) On November 6, 2025, Herrera emailed Claimant's AR asking for his availability in November, writing that she would "do [her] best to accommodate [Claimant AR's] schedule so we can move forward with the IPP meeting." (Exhibit 12, p. A40.)

22. In response, on November 7, 2025, Claimant's AR did not provide dates of availability in November 2025, provided four available dates in December 2025 for the IPP meeting (December 1, 2, 3, or 5), and again requested that a new SC be assigned to transition Claimant into SDP. (Exhibit 12, p. A40.)

23. To confirm that the request for a new SC was consistent with the wishes of Claimant's Mother, on November 12, 2025, Herrera contacted Mother directly by email (Exhibit 8, p. A39.) The email notified Mother that Herrera looked forward with working with the family and that she "hope[d] we can begin as soon as possible without unnecessary delay," but "respect[ed] [Mother's] preferences." (*Id.*) Herrera's email also asked Mother to respond to the November 12 email, which included management, to request a change in SC. (*Ibid.*)

24. Mother responded to Herrera's November 12 email after business hours on November 12, 2025, confirming to NLACRC management and Herrera that

Claimant was requesting a new SC and that the IPP meeting be scheduled "as soon as possible." (Exhibit 8, p. A39.)

25. On November 21, 2025, Claimant's case was transferred to a new SC, as requested. On December 2, 2025, the new SC, Cheryl Sparks, emailed Mother to follow up about scheduling a meeting for Claimant's transition into SDP. (Exhibit U, p. B172.) Mother responded by email on December 3, 2025, confirming her interest. On December 4, 2025, Claimant's AR emailed Sparks offering December 16, 17, or 18, 2025 as dates when Claimant's ARs were available for "IPP meeting." (Exhibit V, p. B175.) On December 15, 2025, Claimant's AR emailed Sparks stating, "[w]e have a IPP scheduled 12/16/25" and that it would be audio taped. (Exhibit W, B177.)

26. Sparks conducted an IPP meeting on December 16, 2025 as part of Claimant's transition into SDP. The transcript of the taped meeting was submitted into evidence by Claimant and admitted at the fair hearing. (Exhibit S.) (Sparks was subpoenaed to testify at the fair hearing by Claimant, but did not testify at the fair hearing, having left NLACRC's employment a day or two prior to the February 6, 2026 fair hearing.) The meeting was attended by Sparks, Mother, Claimant's AR, and Claimant's additional ARs, Raelyn Marshall and Jacqueline Beltran. Sparks, who understood that an IPP meeting was part of the SDP transition process, asked to discuss Claimant's needs, services, and supports during the meeting. Claimant's ARs objected, asserting that the meeting should solely be focused on SDP transition, budget, and identifying services.

27. The scheduling of the ASA with Future Transitions, who had not yet reached out to Mother to schedule the assessment, was also discussed as a pending assessment to be completed during the meeting as part of Claimant's transition to SDP. Sparks explained that the authorization for the ASA assessment ended on

December 31, 2025 and offered to extend the assessment. Claimant's AR refused Spark's offer to extend the authorization for the ASA assessment based on argument that the assessment should have been completed within three months of the October 1, 2025 authorization date. (*Ibid.*)

28. After some back and forth between the parties, Sparks confirmed that IPP planning to identify SDP services and budget was part of the December 16, 2025 meeting agenda. (Exhibit S, p. B89.) At no time did Sparks refuse to discuss SDP services and budget during the meeting, but she did explain that she needed to complete the IPP as part of the process prior to discussing SDP and implementation steps. SDP requested services, including respite, social recreation, and adaptive skills training, were discussed as services Mother wanted included in the SDP budget. (Exhibit S, pp. B96-B127.)

29. At the December 16, 2025 meeting, after discussion regarding Claimant's documented behaviors and elopement, Claimant's AR Raelyn Marshall asked Mother if NLACRC had ever offered her a "behavior level assessment" and asked Sparks if Claimant's behaviors would warrant behavior level respite care. (Exhibit S, pp. B140-B141.) Based on Claimant's AR's inquiry of whether behavior level respite was appropriate, Sparks responded that she would request a behavior assessment by a clinician for Claimant. (*Id.*, p. B141.) Sparks attempts to confirm Mother wanted the behavioral assessment were met with accusations by Claimant's AR that Sparks was attempting to undermine Claimant's ARs. In response to the accusations, Sparks stated she would have to end the meeting. However, after additional back and forth and clarification from Mother that she wanted Claimant's ARs input but understood that Sparks needed to confirm by hearing from her directly that Mother agreed with what was being requested for Claimant, the meeting continued. (Exhibit S, pp. B142-B147.)

30. After Mother became emotional and frustrated at NLACRC's perceived delay in providing services to Claimant during the December 16, 2025 meeting and Sparks' questions regarding Claimant's behaviors, one of Claimant's ARs stated, "I think we should pause here. I mean, we have to reconvene because having to answer these questions about your child multiple times is emotionally draining." (Exhibit S, p. B153.) Claimant's AR accused NLACRC of not being prepared for the meeting and not reviewing Claimant's files and records, and repeating questions. (*Id.*, p. B154.) Claimant's AR also accused NLACRC of not being prepared to do an SDP budget because there was no SDP specialist at the meeting, stating "I think we need to reconvene a part 2 IPP to discuss SDP and develop a budget." (*Id.*) Sparks stated during the meeting that she was not aware an SDP specialist was supposed to be at the December 16, 2025 meeting. The request to end the December 16, 2025 meeting was based on Mother and Claimant's ARs' request, not NLACRC. Dates in January 2026 were provided by Claimant's AR to reconvene the meeting. Instead of agreeing to reconvene the meeting to continue Claimant's transition into SDP, Claimant's AR filed the December 18 Good Faith Letter and the December 19, 2025 appeal request form.

31. On December 22, 2025, Claudia Flores, NLACRC's Consumer Services Supervisor for SDP Transition Unit 3, emailed Claimant's ARs in response to the December 18 Good Faith Letter. (Exhibit AA, pp. B187-B188.) In her email, Flores wrote that she had reviewed the recording of the December 16, 2025 meeting and wanted to "clarify and apologize for any miscommunication that may have occurred." (*Id.*, p. B188.) Consistent with her fair hearing testimony, Flores explained that the reason for the IPP meeting on December 16, 2025 was for planning and transition into SDP. Once transitioned and under SDP, an IPP is held every year that could fall outside of the birth month of the consumer, depending on the transition date. Because the December 16, 2025 IPP meeting was for case management purpose, the SDP

specialists do not attend these meetings. The SDP specialist works on the budget after the services are already agreed on the signature page. After the budget is certified, a spending plan is created and the family needs to select a financial management service agency (FMS).

32. During the IPP meeting, like the December 16, 2025 meeting, there is discussion of unmet needs and services. (Testimony of Flores; Exhibit AA, p. B188.) Based on the December 16, 2025 meeting discussions between Sparks and Claimant's ARs and Mother, the need for behavioral services was identified. Sparks therefore completed the behavioral consultation after the December 16, 2025 meeting. NLACRC's behavioral consultant recommended specialized services. In her email, Flores inquired whether Claimant received any ABA services and notified Claimant's ARs that additional services could be discussed during the pending upcoming IPP meeting. (Exhibit AA, p. B188.)

33. Flores reiterated that NLACRC was still authorizing an ASA for Claimant in her December 22, 2025 email, and offered to move forward with an extension to allow time for the vendor to work through its waitlist or look for a new vendor with a shorter waitlist. (Exhibit AA, p. B188.) She explained that the August 1, 2025 meeting was for an IPP addendum to discuss the change in vendor from BLC to Future Transitions; that the last annual review meeting of Claimant's 2023 IPP was held on March 6, 2025; the last triennial IPP was held on February 28, 2023, and that a new one needed to be held before February 28, 2026. Flores asked for available dates to reconvene in January 2026 to continue Claimant's meeting to transition into SDP. (*Ibid.*) Flores attached the SDP timeline to her email to Claimant. (Exhibit 12.)

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34. On January 7, 2026, Flores emailed Claimant's ARs to follow up on her December 22, 2025 email to "please obtain availability to reconvene and complete the program planning process." (Exhibit AA, p. B187.)

35. In response, on January 7, 2026, one of Claimant's ARs, Jacqueline Beltran, emailed Flores. (Exhibit BB.) Based on the assertion that there have been no documented changes in Claimant's needs, services, or circumstances since the last two IPP related meetings on March 6, 2025 and June 2025, Claimant's AR asserted that another full IPP planning meeting was unnecessary, repetitive and resulted in unnecessary repetition and delay. Claimant's ARs requested confirmation that the SDP transition would proceed using the current IPP as its foundation; the process would move forward consistent with Step 3 (IPP/Budget meeting) rather than "restarting optional or already completed planning steps"; and "[a] clear timeline will be provided for SDP budget development and next steps." (*Ibid.*) The email further stated, "**the family is not available to reconvene for additional meeting unless the purpose is to review and discuss a draft SDP budget.**" (Emphasis in original.) Referencing the delay in the ASA, Claimant's AR wrote, "[v]endor waitlists do not negate the Regional Center's responsibility to ensure timely service delivery or to pursue alternatives when an authorized service does not begin as scheduled." (*Ibid.*)

36. A second January 7, 2026, email was sent by Claimant's AR Jackie Beltran clarifying that the family had filed a pending fair hearing request, the issues would be addressed during the mediation process, and that the family would not be participating in additional meetings unless the purpose is "**to review and discuss a draft SDP budget or concrete implementation steps.**" (Exhibit CC, p. B194.) (Emphasis in original.)

37. During hearing and in their closing briefs, various outstanding issues, such as, but not limited to, the issue of the ASA and FBA, whether ABA services or adaptive skills training is appropriate for Claimant, and, what, if any assessments, are required before behavioral respite services can be implemented for Claimant, were addressed by both parties. (Exhibits Z8 and Z9.) It is evident that NLACRC and Claimant are not in agreement about services and that the ASA assessment needs to be completed, both necessary steps before an individual budget can be created for transition Claimant into SDP.

LEGAL CONCLUSIONS

Jurisdiction and Burden of Proof

1. An administrative hearing to determine the rights and obligations of the parties is available under the Lanterman Act to appeal a regional center decision. (Welf. & Inst. Code, §§ 4700-4716.) Claimant timely requested a hearing following the Service Agency's request that Claimant sign an extension before an ASA could be performed and request that Claimant reconvene the December 16, 2025 IPP meeting before an SDP budget is developed to transition Claimant into SDP. Therefore, jurisdiction for this appeal was established.

2. When a party seeks government benefits or services, he bears the burden of proof. (See, e.g., *Lindsay v. San Diego Retirement Bd.* (1964) 231 Cal.App.2d 156, 161 [disability benefits].) Where a change in services is sought, the party seeking the change bears the burden of proving that a change in services is necessary. (See Evid. Code, § 500.) The standard of proof in this case is a preponderance of the evidence, because no law or statute (including the Lanterman Act) requires otherwise. (See 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.)

3. In refusing to fund for Claimant's ASA and proposing to terminate its prior approval for Claimant's ASA thereby failing to implement Claimant's August 1, 2025 IPP, Service Agency bears the burden of proving by a preponderance of the evidence that terminating the funding of the ASA is appropriate. Service Agency has not met its burden of proof.

4. In proposing to reconvene the December 16, 2025 IPP meeting so that the parties can agree on the services and supports to be provided to Claimant prior to developing Claimant's SDP budget, Service Agency bears the burden of providing by a preponderance of the evidence that a re-convened IPP meeting is the next necessary step prior to transitioning Claimant into SDP. Service Agency has met its burden.

NLACRC's Funding for Claimant's ASA

5. Under the Lanterman Act, developmentally disabled persons have a right to treatment and habilitation services and supports. (Welf. & Inst. Code, §§ 4502, 4646; *Association for Retarded Citizens v. Department of Developmental Services* (1985) 38 Cal.3d 384, 389.) Such services and supports are defined 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 independent, productive . . . life." (Welf. & Inst. Code, § 4512, subd. (b).)

6. The Lanterman Act mandates an “array of services and supports should be established . . . to meet the needs and choices of each person with developmental disabilities . . . and to support their integration into the mainstream life of the community.” (Welf. & Inst. Code, § 4501.) The determination of which services and supports are necessary for each consumer shall be made through the IPP process and shall “reflect preferences and choices of the consumer and reflect the cost-effective use of resources.” (Welf. & Inst. Code, § 4646, subd. (a).)

7. It is undisputed that NLACRC originally agreed to fund Claimant’s ASA through the IPP process. NLACRC continued to agree to fund Claimant’s ASA through December 16, 2025. Delays in scheduling Claimant’s ASA due to the vendor’s unavailability until January 2026 were outside of Claimant’s control. Between October 2025 and December 2025, because of administrative changes to Claimant’s client management, the delay in scheduling the ASA by providing alternate vendors was not addressed by NLACRC, resulting in a gap of service to Claimant.

8. On December 16, 2025, Claimant’s then SC Sparks, notified Claimant’s ARs that an extension authorization needed to be executed before Claimant could obtain an ASA because the authorization expired on December 31, 2025. Claimant did not agree to execute the authorization and filed a fair hearing request. Between the time Claimant filed the fair hearing request and the fair hearing, NLACRC reneged on its agreement to fund the ASA, arguing that an FBA was the proper assessment and claiming that Mother did not previously identify Claimant’s behaviors. Claimant is not in agreement with an FBA and wants the previously agreed upon ASA to be performed to determine if adaptive skills training is an appropriate service for Claimant.

9. NLACRC’s unilateral retroactive refusal to fund for the ASA is unsupported by the evidentiary record and contrary to the mandates of the Lanterman

Act. (Factual Findings 5-14; Legal Conclusions 1-3; 5-8.) Claimant's ASA shall be funded by NLACRC in a timely manner to ensure no gaps in regional center services to the consumer.

SDP Transition

10. The SDP model is an alternative to the traditional model for funding services and supports under the Lanterman Act which governs how regional centers shall deliver services and supports to consumers, also known as "participants," and families participating in SDP. (Welf. & Inst. Code, § 4685.8, subd. (a).)

11. SPD's purpose is "to provide participants and their families, with 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." (Welf. & Inst. Code, § 4685.8, subd. (a).)

12. Welfare and Institutions Code section 4685.8, subdivision (c)(6), defines "self-determination" as "a voluntary delivery system consisting of a comprehensive mix of services and supports, selected and directed by a participant through person-centered planning, in order to meet the objectives in their IPP. Self-determination services and supports are designed to assist the participant to achieve personally defined outcomes in community settings that promote inclusion."

13. To accomplish the services and supports, similar to the traditional model, the IPP team must use a person-centered planning process to develop the participant's IPP. The IPP team specifically determines the participant's goals and objectives to be met through the purchase of "participant-selected services and supports" and determines the individual budget sufficient to assist the participant in meeting the IPP goals. (Welf. & Inst. Code, § 4685.8, subd. (i).)

14. In developing the budget to be used for the SDP, the IPP team must:

... determine the services, supports, and goods necessary for each consumer based on the needs and preferences of the consumer, and when appropriate the consumer's family; the effectiveness of each option in meeting the goals specified in the IPP; the cost effectiveness of each option, as specified in subparagraph (D) of paragraph (6) of subdivision (a) of Section 4648; and the utilization of available generic services, as defined by the department.

(Welf. & Inst. Code, § 4685.8, subd. (b)(2)(H)(i).)

15. SDP participants shall "utilize the services and supports available within the Self-Determination Program only when generic services and supports are not available." (Welf. & Ins. Code, § 4685.8, subd. (d)(3)(B).)

16. The timeline of transitioning a consumer into SDP does not allow for the transition of the consumer into SDP and the development of an SDP budget, as part of that transition, until agreement of what services and supports are to be provided to the consumer.

17. Here, the timeline of events did not support Claimant's claims that NLACRC either refused to transition Claimant into SDP or failed to develop Claimant's SDP budget. (Factual Findings 15-37.) Further, under the circumstances (i.e., lack of final agreement of what services and supports were to be provided to Claimant and the outstanding ASA to be performed), the December 16, 2025 IPP meeting and the re-convening of the meeting were necessary steps prior to the development of Claimant's SDP budget and transition into SDP.

18. Unfortunately, based on the parties ongoing disputes, Claimant is currently experiencing likely gaps in regional center services. The scheduling and implementation of a timely ASA and the scheduling of a reconvened IPP meeting to address outstanding issues, as set forth in the order below, are first steps so that Claimant can receive any necessary services and supports and be transitioned into SDP in a timely manner.

ORDER

1. Claimant’s appeal is granted in part and denied in part.

2. NLACRC shall authorize the funding of an ASA for Claimant within 15 days of the date of this Decision through an IPP Addendum.

3. In funding Claimant’s ASA, NLACRC shall provide Claimant (i.e. Claimant and/or Claimant’s authorized representative) with a list of three to five alternate vendors to perform the ASA within 20 days of the date of this Decision to ensure that Claimant’s chosen vendor performs the ASA in a timely manner. Claimant shall choose the vendor to perform the ASA from the list of three to five alternate vendors provided to him by NLACRC.

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4. Claimant and NLACRC shall meet for a re-convened IPP meeting within 30 days of the date of this Decision to identify services and supports to be funded for Claimant as part of Claimant's transition into SDP. If Claimant and NLACRC cannot agree to services and supports to be provided to Claimant after the re-convened IPP meeting, NLACRC shall timely issue a Notice of Action clearly identifying which services and supports requested by Claimant at the re-convened IPP regional center is not in agreement to fund.

DATE:

IRINA TENTSER
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.