

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

In the Matter of:

CLAIMANT

and

NORTH BAY REGIONAL CENTER, Service Agency.

DDS No. CS0033229

OAH No. 2026010826

DECISION

Administrative Law Judge Mario M. Choi, State of California, Office of Administrative Hearings, served as the hearing officer for this matter on March 18, 2026, in Napa, California.

Claimant's parent represented claimant, who was not present.

Director's Designee Beth DeWitt represented service agency North Bay Regional Center.

The record closed and the matter was submitted for decision on March 18, 2026.

ISSUE

Did North Bay Regional Center (NBRC) improperly terminate a rental subsidy for claimant's housing because the housing is owned by claimant's maternal grandparents?

FACTUAL FINDINGS

Introduction

1. Claimant is a 23-year-old, not conserved, NBRC consumer who has autism. He has additional diagnoses of, among others, moderate intellectual disability and epilepsy. Because claimant has a history of high-intensity behavioral challenges, including aggression, self-injurious behaviors, and property destruction, he requires structured support. Claimant currently lives by himself in a house that claimant's grandparents purchased in 2025. In addition to receiving support from his family, claimant receives supported living services (SLS) assistance from For a Better Future SLS (FABF).

2. At the time the parties entered into claimant's most recent Individual Program Plan (IPP), dated July 18, 2024, claimant had been living at a crisis facility in Vacaville since June 10, 2024. Between December 2022 and July 2023, claimant resided at a different crisis home, also located in Vacaville. He resided with the family at the family home between July 2023 and June 2024.

3. While residing in the family home, claimant lived with his mother, grandparents, and two siblings. Due to his intensive behavior, claimant has injured claimant's family as well as himself. For the safety of the family, claimant's family had

to hire private security and other staff to assist the family. Claimant was also provided START (Systemic, Therapeutic, Assessment, Resources, and Treatment) services to help both claimant and his family with crisis planning and for wraparound services.

4. Consumers can reside at crisis facilities for up to 13 months; thus, claimant was required to leave the crisis facility no later than July 10, 2025. NBRC and claimant's family began planning for claimant's transition from the Vacaville crisis facility to a "stepdown" facility in February 2025. Although NBRC found four such facilities suitable for claimant's transition from the crisis facility, none of the stepdown facilities were located near his family.

5. Given claimant's behaviors and for the safety of claimant's family, claimant's parent agreed to use the assistance of a SLS provider to assist claimant's family and claimant in finding a home for claimant. NBRC originally identified a SLS provider that assessed claimant on February 18, 2025, and wrote an assessment report dated February 28, 2025. That provider wrote that it would assist claimant "in identifying and securing a suitable residence" and that it would "work closely with NBRC and other resources to explore housing options that align with his needs."

6. Claimant's family decided and NBRC agreed to retain FABF as claimant's SLS provider. Claimant's family chose FABF because its CEO and Managing Director Aristide J. Soume Bi had previously provided services to claimant and because claimant's family trusted him. Soume Bi assessed claimant in March 2025 and wrote an assessment report. In addition to around-the-clock staffing, FABF proposed the following transition and support plan:

A fully accessible home with three bedrooms and a spacious backyard has been identified. This residence has

been adapted with safety features and therapeutic recreational options, including a trampoline and an above-ground pool—activities [claimant] particularly enjoys and finds calming during moments of anxiety or emotional dysregulation, as reported by his family.

The transition plan will be implemented upon approval from [claimant's] legal guardian, [NBRC], and the Department of Developmental Services (DDS). This new environment is designed to provide [claimant] with a greater sense of autonomy while ensuring his health and safety remain prioritized.

7. In a May 30, 2025, IPP addendum, NBRC wrote that FABF reported to NBRC that it had identified a home for claimant. The planning team, which included claimant and his family, FABF, the crisis facility, and NBRC, met on April 23, 2025, and May 22, 2025, for transition meetings.

8. NBRC agreed that a rental subsidy would be approved in the amount of \$5,000 a month upon receipt of the lease.

9. A lease dated June 1, 2025, was provided to NBRC and stated that Antoinette Kouadio is the "Rental Property Owner ('RPO'), Authorized Broker or Agent, or Property Manager ('Housing Provider')" of the residence, and claimant is the tenant. Claimant's monthly rent is \$5,000. The lease was signed by claimant's parent on claimant's behalf.

At the time this lease was provided to NBRC, NBRC did not know that claimant's grandparents were the owners of the residence. NBRC also did not know that Antoinette Kouadio is Soume Bi's mother.

10. Claimant moved into the residence in June 2025.

11. In October 2025, while considering a request for cameras in the residence, NBRC was informed that claimant's grandparents were the owners of the residence. A second lease, also dated June 1, 2025, was provided to NBRC showing that claimant's grandparents are the "Rental Property Owner ('RPO'), Authorized Broker or Agent, or Property Manager ('Housing Provider')" of the residence, and Kouadio is the tenant of the residence. The monthly rent charged to Kouadio is \$4,850.

12. Upon receiving the second lease and realizing that claimant's grandparents own the residence, NBRC determined that the residence is a generic resource and thus claimant was ineligible for a rental subsidy. A notice of action dated December 2, 2025, and accompanying letter provided to claimant stated that NBRC's reason to stop funding his rental subsidy was because "it is not the most cost effective option, nor is it in compliance with the regional center's obligation to exhaust all generic resources." Claimant appealed the determination. NBRC adhered to its decision after an informal meeting held on January 14, 2026. NBRC further determined that it would not fund the rental subsidy because other options are available to claimant; a discrepancy between the amount authorized and paid by NBRC and the amount paid to claimant's grandparents; and that FABF and claimant did not obtain approval by the IPP team for the purchase.

NBRC's Evidence and Position

13. NBRC's Service Policy Manual concerning SLS provides that SLS "is for individuals who wish to reside in their own home and not the residence of a parent or conservator." NBRC requires "[a]ll generic resources must be exhausted before services are provided."

14. NBRC's Service Policy Manual concerning "Purchases of Services" requires that a service "does not duplicate one already being provided through natural supports, generic services or purchases by the regional center," that the "provider must have written approval prior to beginning the service," and that the "service must be cost effective."

15. Patricia Cullen, a case manager supervisor with NBRC, testified that FABF informed NBRC that it had identified three potential properties for claimant, but NBRC did not have the opportunity to evaluate those properties because FABF had already selected the residence. Cullen does not know, however, whether NBRC requested more information about the residence or the other identified properties. After learning that the residence was owned by claimant's grandparents, Cullen sought more information from FABF. In response to Cullen's inquiry, Soume Bi reported that he did not know until October 2025 that claimant's grandparents had purchased the residence.

16. Although there are stepdown facilities located close to claimant's family, Cullen acknowledged that those facilities would not accept and could not accommodate claimant.

17. NBRC received a FABF-written letter from claimant's family concerning the mortgage on the residence. In that letter, dated April 28, 2025, Soume Bi assured the loan officer that the mortgage would be funded by NBRC because claimant—the

“designated occupant of the property”—is NBRC’s “active client” and thus “all expenses related to his care, including housing costs, are covered by NBRC under the client’s service plan.”

18. Cullen does not recall NBRC funding entire mortgage payments for a client. NBRC has paid FABF for its reimbursement requests for repairs to the residence. NBRC also funds FABF up to 2207 hours per month for three staffing support workers and 25 hours per month for in-home supportive services.

Claimant’s Additional Evidence and Position

CLAIMANT’S GRANDMOTHER

19. Claimant’s grandmother credibly testified about claimant, his behavior, and the residence. She testified about claimant’s “meltdowns,” his breaking walls and windows, and his injuring family members while he was residing with the family between July 2023 and June 2024. Claimant injured his mother, his grandfather, and one of his siblings. Claimant’s grandmother also noted that a private security guard that was hired by the family was also injured by claimant. Police were often called to assist the family. And although claimant was taken to a Kaiser Permanente (KP) facility after meltdowns in which he was injured, KP would not detain claimant for evaluation because KP does not perform “5150 holds.”

20. Claimant’s grandmother had planned to relocate to Georgia with her husband after her recent retirement as a nurse and did not anticipate remaining in California to care for claimant. She took out money from her retirement fund to make the down payment on the residence. Contrary to Soume Bi’s representation that he did not know who purchased the residence, claimant’s grandmother explained that it was Soume Bi who recommended that the family purchase the residence for claimant’s use.

It was also FABF who put together the team that prepared the paperwork for the purchase of the residence. Soume Bi also prepared the two leases and dictated what claimant's family could and could not do with the residence. Although FABF received reimbursement for certain expenses related to the residence, claimant's family also paid out of pocket for many expenses for the residence that NBRC did not reimburse.

21. During the May 2025 meeting in which FABF made a presentation about the residence to NBRC, no one asked who purchased the residence. Because it was not a secret, claimant's grandmother would have informed NBRC that they purchased the residence if they were asked. Claimant's grandmother explained that she does not want the residence but purchased it for claimant to have a safe place to live. She testified that if NBRC does not help subsidize the residence, claimant's family will not be able to afford the mortgage.

22. Claimant's grandmother is outraged by the FABF's failure to hire appropriate staff to assist claimant with his needs or to help calm claimant down during a behavioral incident. Instead, claimant's grandmother blames them for causing claimant's meltdowns.

CLAIMANT'S GRANDFATHER

23. The testimony of claimant's grandfather is consistent with claimant's grandmother. He further reported that, in addition to walls and windows, claimant has also broken televisions, electronics, cars, and sliding glass windows. Claimant has also injured claimant's grandfather's lower back. Even though he continues to have lower back pain from the injury, claimant's grandfather has fixed many of the walls and windows that claimant has broken, including at the residence, without seeking reimbursement.

24. Claimant's grandfather testified that they put down approximately \$31,000 as a down payment, plus another \$30,000 in closing costs, for the residence. Closing on the residence occurred on May 16, 2025. Claimant's grandfather reported that the mortgage amount is \$4,850. At the time claimant's grandparents signed the lease to Kouadio, they did not know that they were renting the residence to Soume Bi's mother. Other than at hearing, claimant's grandparents have never seen the lease between claimant and Kouadio.

25. Rental payment by Kouadio is current, but claimant's grandparents did not receive the security deposit on the residence until September 2025.

CLAIMANT'S MOTHER

26. The testimony of claimant's mother is consistent with claimant's grandparents. Claimant's mother testified that she and claimant were living in Alaska until 2017. Due to issues between claimant's mother and father, claimant's mother asked claimant's grandparents to care for claimant while she remained in Alaska. Claimant's mother returned to California in 2022.

27. Claimant's mother testified about the brain injury claimant caused her and the injuries caused to one of claimant's siblings during the period in which claimant stayed at the family home. Because of claimant's behavior, the family "was onboard" with claimant staying at a crisis facility and then moving to a stepdown home. Because there were no stepdown homes available for claimant in the area, the family agreed to the use of a SLS provider, and specifically FABF.

28. Claimant's mother testified that the SLS provider identified by NBRC did not reach out to claimant's family. Thus, the family decided to work with FABF because

Soume Bi had worked with claimant and the family in the START program and believed FABF would be a better fit for claimant.

29. Claimant's mother was not involved with the search for or purchase of the residence because she cannot afford to purchase a home for claimant. Until recently, she did not know what the mortgage amount was on the residence. Claimant's mother explained that the family would have discussed the purchase of property with NBRC if they were informed about NBRC policies and procedures.

Ultimate Facts

30. As identified in his IPP, claimant requires assistance for his behavioral challenges. Due to these challenges and for his family's safety, claimant cannot live with his family. Thus, receiving SLS assistance, including a rental subsidy, through NBRC is appropriate under these circumstances.

31. NBRC was informed about and the planning team met to transition claimant from the crisis facility to the residence. Although it was not informed about who purchased the residence, NBRC also did not ask who the owners of the residence were. If asked, claimant's grandparents would have informed NBRC that they were the owners of the residence.

32. FABF should have divulged to NBRC the information that claimant's grandparents purchased the residence. The assertion by Soume Bi that FABF and/or Soume Bi were not aware that claimant's grandparents are the owners of the residence is belied by the evidence and is not credible. Instead, there are indicia that FABF engaged in self-dealing and has been receiving funds above and beyond the mortgage amount.

33. Claimant's grandparents own the residence, which they purchased specifically to accommodate and house claimant. But grandparents normally do not purchase homes for their adult grandchildren or provide them with free housing. And, here, claimant's grandparents have stated that they did not want to purchase the residence if not for the safety of claimant, claimant's family, and the community. Thus, it cannot be said that the residence constitutes a generic or natural resource.

34. However, the evidence has not demonstrated at this time that the residence is an appropriate and cost-effective option available to claimant because NBRC was not provided with or considered other options, whether generic, natural, or otherwise. While NBRC has correctly determined that it must consider other options, given this situation, NBRC should continue paying on the residence until there is an appropriate and cost-effective alternative available.

LEGAL CONCLUSIONS

1. Pursuant to the Lanterman Developmental Disabilities Services Act (Lanterman Act), the State of California accepts responsibility for persons with developmental disabilities. (Welf. & Inst. Code, § 4500 et seq.)¹ The Lanterman Act mandates that 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." (§ 4501.) Regional centers

¹ All subsequent statutory references are to the Welfare and Institutions Code, unless otherwise stated.

have the responsibility of carrying out the state's responsibilities to the developmentally disabled under the Lanterman Act. (§ 4620, subd. (a).)

2. The Lanterman Act directs regional centers to develop and implement an IPP for each individual who is eligible for services, setting forth the services and supports needed by the consumer to meet his or her goals and objectives. (§ 4646.) The determination of which services and supports are necessary is made after analyzing the needs and preferences of the consumer, the range of service options available, the effectiveness of each option in meeting the goals of the IPP, and the cost of each option. (§§ 4646, 4646.5, & 4648.)

3. Regional centers must establish and follow an internal process when developing, reviewing, and modifying an IPP. (§ 4646.4, subd. (a).) The process must adhere to state and federal laws and regulations. (*Ibid.*) Purchases must conform with the regional center's DDS-approved purchase of service policies. (§ 4646.4, subd. (a).) Regional centers must also identify and not supplant generic resources and supports, or other public and private funding sources. (*Ibid.*) Regional centers consider the consumer's need for services, barriers to service access, and other information. (*Ibid.*) Regional centers are "payers of last resort," meaning they cannot pay for services available through other state and federal programs. (§§ 4659.10 & 4659, subd. (a).)

4. "Services and supports" means "specialized services and supports or special adaptations of generic services and supports directed toward the alleviation of a developmental disability or toward the social, personal, physical, or economic habilitation or rehabilitation of an individual with a developmental disability, or toward the achievement and maintenance of an independent, productive, and normal life." (§ 4512, subd (b).) Services and supports for persons with developmental disabilities

are not expanded, and no new or different service or support is authorized, "unless that service or support is contained in the consumer's individual program plan." (*Ibid.*)

5. In an appeal regarding regional center services, the administrative law judge is empowered to resolve "all issues concerning the rights of persons with developmental disabilities to receive services under [the Lanterman Act]." (§ 4706, subd. (a).) Because NBRC is seeking to discontinue a service, NBRC has the standard of proof in this matter. (*In re Conservatorship of Hume* (2006) 140 Cal.App.4th 1385, 1388 [the law has "a built-in bias in favor of the status quo," and the party seeking to change the status quo has the burden "to present evidence sufficient to overcome the state of affairs that would exist if the court did nothing"].) The standard of proof is a preponderance of the evidence. (Evid. Code, §§ 115, 500.)

6. The "Legislature places a high priority on providing opportunities for adults with developmental disabilities, regardless of the degree of disability, to live in homes that they own or lease with support available as often and for as long as it is needed, when that is the preferred objective in the individual program plan." (§ 4689.)

7. Generally, rent, mortgage, and lease payments of a supported living home and household expenses "shall be the responsibility of the consumer." (§ 4689, subd. (h).) However, section 4689, subdivision (i), contemplates that a regional center may "make rent, mortgage, or lease payments on a supported living home." The following three conditions, as outlined in section 4689, subdivision (i)(1)(A), must be met before "a regional center may make rent, mortgage, or lease payments":

(A) The regional center executive director verifies in writing that making the rent, mortgage, or lease payments or paying for household expenses is required to meet the

specific care needs unique to the individual consumer as set forth in an addendum to the consumer's individual program plan, and is required when a consumer's demonstrated risk of homelessness, medical, behavioral, or psychiatric condition presents a health and safety risk to the consumer or another.

(B) During the time period that a regional center is making rent, mortgage, or lease payments, or paying for household expenses, the supported living services vendor shall assist the consumer in accessing all sources of generic and natural supports consistent with the needs of the consumer.

(C) The regional center shall not make rent, mortgage, or lease payments on a supported living home or pay for household expenses for more than six months, unless the regional center finds that it is necessary to meet the individual consumer's particular needs pursuant to the consumer's individual program plan. The regional center shall review a finding of necessity on a quarterly basis and the regional center executive director shall annually verify in an addendum to the consumer's individual program plan that the requirements set forth in subparagraph (A) continue to be met.

8. The planning team "for a consumer receiving supported living services shall confirm that all appropriate and available sources of natural and generic supports have been utilized to the fullest extent possible for that consumer." (§ 4689, subd. (f).)

9. For the reasons set forth in Factual Findings 30 through 33, the residence does not constitute a generic or natural support. However, as set forth in Factual Findings 14 and 34, it has not been established whether the residence is a cost-effective option for claimant or whether other supports are available to him. The evidence established that NBRC approved the rental subsidy without first ensuring that “all appropriate and available sources of natural and generic supports have been utilized to the fullest extent possible for” claimant. (§ 4689, subd. (f).) It is appropriate for NBRC to undergo this analysis rather than continue paying the rental subsidy indefinitely.

10. Even though it is necessary for NBRC to investigate alternatives to continuing payment of the rental subsidy on the residence, it is vital that claimant receives and continues to receive the services outlined in the IPP. It may be that the conditions outlined in section 4689, subdivision (i)(1), are met such that service agency may make mortgage payments, instead of rental payments, on the residence. The parties must meet and confer to discuss and implement available options that will best support claimant’s IPP goals and objectives. NBRC will continue paying the rental subsidy until such time as it identifies a suitable alternative or determines that continuing to fund the rental subsidy is cost effective and satisfies section 4689.

ORDER

1. Claimant’s appeal is granted in part. NBRC shall continue to pay the rental subsidy on the residence until such time as it identifies a suitable alternative.

2. The parties shall meet and confer to discuss and implement available options that will best support claimant’s goals and objectives outlined in his IPP,

including that NBRC will consider section 4689, subdivision (i)(1), as it concerns the residence.

DATE:

MARIO M. CHOI

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.