BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

CLAIMANT

and

SOUTH CENTRAL LOS ANGELES REGIONAL CENTER,

Service Agency.

DDS No. CS0034672

OAH No. 2026030228

DECISION

Irina Tentser, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter by videoconference on August 11, 2026.

Claimant was represented by Claimant’s mother. Claimant was not present at hearing. (Family titles are used in lieu of names to protect privacy rights.) Tami Summerville, Fair Hearings Manager, represented South Central Los Angeles County Regional Center (SCLARC or Service Agency).

Testimonial and documentary evidence was received. Service Agency did not provide Claimant with exhibits two business days before hearing, as required by the

Lanterman Act. Claimant’s representative waived Claimant’s right to be provided with Service Agency exhibits two business days before hearing and elected to proceed with the hearing rather than seeking a continuance of the hearing.

The record was closed, and the matter was submitted for decision on August 11, 2026.

ISSUE

Can the Service Agency terminate funding for Claimant’s music therapy?

EVIDENCE RELIED UPON

Documentary: Service Agency’s exhibits 1-7; Claimant’s exhibits A-F.

Testimonial: Antionette Hubbard, SCLARC Service Coordinator; Ashton Green, SCLARC Program Manager; and Claimant’s mother.

FACTUAL FINDINGS

Parties and Jurisdiction

1. Claimant is a five year-old girl who is a consumer of SCLARC services based on her qualifying diagnosis of Autism Spectrum Disorder (ASD), with an accompanying language impairment and without an accompanying intellectual impairment; ASD Level 2 in social communication and interaction, requiring substantial support; and ASD Level 2 in repetitive activities, requiring substantial support.

2. By a letter dated January 9, 2026, SCLARC notified Claimant's parents that it intended to terminated funding of Claimant's music class services provided by Tune Therapy, consisting of one session per week from November 1, 2025 through April 30, 2026, effective March 7, 2026. The stated reason for SCLARC's decision was "[A]lthough regional centers may fund non-medical therapy as social-recreation activities, music therapy does not fall within this scope of services." (Exhibit 1, p. A7.) The letter directed Claimant to request music therapy service through Claimant's medical insurance and, if Claimant's medical insurance denies the request, to obtain a written denial and submit it to the regional center. Claimant's request would then be referred to SCLARC's clinical team for review and recommendation.

3. In place of what SCLARC deemed to be Claimant's music therapy, rather than music classes, SCLARC offered to fund music lessons as a social-recreational activity, as long as the lessons were provided Arabesque Music's, another SCLARC vendor. No generic resources for music lessons were identified by SCLARC for Claimant.

4. On February 19, 2026, a Notice of Action (NOA) notifying Claimant of SCLARC's discontinuance of funding for "Tuned Therapy Music Lessons" effective March 7, 2026 was issued. The NOA reiterated SCLARC's direction that Claimant seek generic resource to fund for Claimant's music therapy through Claimant's medical insurance provider and that if medical insurance denies the request, obtain a written denial and submit it to SCLARC. The NOA further stated that SCLARC would consider ongoing funding of Claimant's music therapy if a written insurance denial letter is received from Claimant. The stated reason for the termination of Claimant's Tuned Therapy Music Lessons was that generic resources may be available and that SCLARC cannot fund services that are not evidence based or non-medical therapy services as

social-recreational activities. The NOA cited Welfare and Institutions Code sections 4659, subdivision (a), 4648, and 4646 of the Lanterman Act, in support of its decision to terminate funding. (All further section references are to the Welfare and Institutions Code unless otherwise noted.)

5. On March 3, 2026, Claimant timely filed an appeal of SCLARC's NOA, requesting a fair hearing.

6. As required by the Lanterman Act, the Service Agency has provided Claimant "aid-paid-pending" funding for what it deems to be music therapy service in question while this matter has been pending (§ 4715, subd. (a).)

Funding and Subsequent Denial of Claimant's Classes with Tuned Therapy

7. SCLARC originally agreed to fund Claimant's weekly Tuned Therapy music classes as a social-recreational activity beginning in October 2025. Tuned Therapy is a SCLARC vendor. After agreeing to fund Claimant's classes with Tuned Therapy as a social-recreational activity, SCLARC's decided sometime in late 2025 or early 2026, that Claimant's Tuned Therapy music lessons were now to be categorized as music therapy rather than a social-recreational activity.

8. The details of the basis for that decision by SCLARC was not presented at hearing by SCLARC and remain unclear. Claimant's mother maintains that the design of the classes Claimant attends at Tuned Therapy is the same as the music class program SCLARC offered to replace Claimant's classes at Tuned Therapy, Arabesque. No evidence was presented by SCLARC regarding the cost of the proposed music classes at Arabesque and whether those classes were more cost-effective than those at Tuned Therapy.

9. Because Claimant is benefitting from her classes at Tuned Therapy and has difficulty with transitioning due to her ASD, Claimant's mother does not want to change Claimant's classes from Tuned Therapy to Arabesque. SCLARC does not dispute that Claimant has difficulty with transitions due to her developmental disability.

10. According to the hearing testimony of SCLARC's program manager, Ashton Green, SCLARC's purchase of service code for Tuned Therapy is as music therapy with a sub-category as a social recreational activity. Claimant's Service Coordinator, Antionette Hubbard, testified that Tuned Therapy is still categorized as a social-recreational activity.

11. SCLARC's submitted funding standards for social-recreation, camping, and equestrian services into evidence at hearing. SCLARC did not introduce evidence related to how SCLARC determined the purchase of service category for Tuned Therapy is "music therapy," rather than the sub-category of social-recreation.

12. There is no dispute between the parties that Claimant's music lessons are beneficial to Claimant and consistent with her Individual Program Plan (IPP) social goals.

13. Claimant's mother, as instructed by SCLARC, attempted to get Claimant's music classes covered as "music therapy" by Claimant's insurance provider and, if the insurance denied the service request, obtain a denial of the funding of Claimant's "music therapy" classes with Tuned Therapy from Claimant's insurance company. As part of her efforts, Claimant's mother asked Claimant's primary care physician for an insurance referral for music therapy for Claimant. Claimant's primary physician explained he could not provide a referral because Claimant's insurance company

provided no option for a referral for "music therapy" in the drop down menu of the insurance company. Claimant's mother filed a grievance against Claimant's primary care physician based on his refusal to request the music therapy authorization from the insurance company.

14. By letter dated April 1, 2026, Claimant's insurance company responded to mother's grievance. The letter states that Claimant's physician's refused to submit for a music therapy referral to the insurance company because ". . . there was no referral that could be provided for musica [*sic*] therapy [by the insurance company]. " (Exhibit C, p. B3.) Claimant's mother reasonably believes that the April 1, 2026 letter constitutes a denial by Claimant's insurance company of the request for funding of music therapy for Claimant since, as the insurance company indicated, music therapy was not even an option under Claimant's insurance coverage.

15. SCLARC's clinical team was provided with the letter and determined the insurance company's letter did not constitute a "denial letter" and continued to deny Claimant's funding of the classes as "music therapy." None of the members of the clinical team who made that determination testified at hearing. SCLARC witnesses Ms. Hubbard and Ms. Green both testified that they were informed the basis for the clinical team's determination that the April 1, 2026 was not an insurance denial of requested services was because the clinical team had never seen such an insurance denial letter. SCLARC's clinical team's interpretation, focused more on form than function of the April 1, 2026 letter, is incorrect based on the objective circumstances. The April 1, 2026 letter constitutes a denial letter of insurance coverage of Claimant's classes as "music therapy." The fact is that no such category is even listed as a covered service by Claimant's insurance company.

///

16. Notably, SCLARC seems to have recognized the insurance denial by stating in its Position Statement submitted into evidence that, "[A] request was made to [Claimant's] primary care physician for this therapy however, it was denied." (Exhibit 1, p. A1.) It is unclear why SCLARC then maintained at hearing that Claimant's insurance company did not deny the request to fund for the music therapy at issue.

17. After SCLARC refused to accept the April 1, 2026 letter as an insurance coverage denial, SCLARC notified Claimant's mother that she should continue to seek an insurance denial letter before funding for Claimant's "music therapy" classes with Tuned Therapy could be considered by SCLARC. Claimant's mother did as instructed by SCLARC in her ongoing attempts to obtain regional center funding of Claimant's classes.

18. Mother submitted additional information to SCLARC and at hearing in support of Claimant's medical need for music therapy classes including a June 17, 2026 letter from Claimant's Board-Certified Behavior Analyst (BCBA) Yadira Arias at FirstSteps for Kids. (Exhibit B.); a March 2026 FirstSteps Concurrent Review & Treatment Plan for Claimant; Claimant's March 3, 2026 Psychological Evaluation; Claimant's progress report from Tuned Therapy (the progress report indicates Claimant has been taking classes at Tuned Therapy since January 2025, which is disputed as a typographical error by mother); and a June 22, 2026 letter from Claimant's pediatrician stating that "based on [BCBS Ms. Arias'] recommendation to continue [Claimant's] music therapy, I would recommend that music therapy be continued." (Exhibit A.)

19. In response to the information provided to date by mother in support of continuing Claimant's music therapy classes, SCLARC contended at hearing that its

clinical team requires additional time to assess and determine if Claimant's music therapy can be funded by SCLARC.

Analysis

20. It was not established that generic resources are available to provide music therapy to Claimant. SCLARC contends, but did not establish that Claimant has failed to obtain an insurance denial from her insurance company for music therapy. The April 6, 2026 letter, as stated above, is the insurance denial letter. The evidence established Claimant's medical need for music therapy to meet her IPP goals.

21. SCLARC continues to have purchase of service codes for Tune Therapy as both music therapy and a social recreational activity. Claimant is benefitting from her classes at Tune Therapy, regardless of whether the classes are characterized as a social-recreational activity and/or music therapy. The uncontroverted evidence is that Claimant's classes are being offered by a SCLARC vendor and benefit Claimant. SCLARC did not provide sufficient evidence to terminate the funding for the current classes provided by Tune Therapy and thereby disrupt Claimant's progress towards meeting her IPP goals.

LEGAL CONCLUSIONS

1. The Lanterman Act governs this matter. (§ 4500 et seq.) Jurisdiction for this matter was established by Claimant submitting a fair hearing request appealing Service Agency's proposed decision to terminate Claimant's classes funding at Tune Therapy. (§§ 4700-4716.)

///

2. The standard of proof in this matter is the preponderance of the evidence because no other law or statute, including the Lanterman Act, requires otherwise. (Evid. Code, § 115.) Here, because regional center is seeking to change a service previously provided to consumer, regional center has the burden to demonstrate its decision is correct. The party proposing changes has the burden of proof in administrative proceedings. (See, e.g., *Hughes v. Board of Architectural Examiners* (1998) 17 Cal.4th 763,789 fn. 9; Evid. Code, § 500.) In this matter, because SCLARC is requesting to terminate Claimant's music classes at Tune Therapy because SCLARC has determined that the classes are music therapy, SCLARC has the burden of proof since it is currently funding for that service and is seeking to change the existing status.

3. Pursuant to the Lanterman Act, an IPP must include a statement of the consumer's goals and objectives, based on the consumer's needs and preferences. (§ 4646.) The services provided to a consumer must be effective in meeting the consumer's IPP goals, and there must be reasonable progress toward the consumer's objectives. (§ 4648.) Consumers much exhaust generic resources, such as private insurance, before a regional center can use public agency funds to pay for a consumer's services. (§ 4659, subd. (a).)

///

///

///

///

///

4. In this case, SCLARC did not meet its burden of proving that funding for Claimant's classes with Tune Therapy, whether they are identified as a social recreational activity and/or as "music therapy service" under SCLARC's purchase of services, should be terminated. SCLARC identified no comparable generic resources to replace Claimant's classes at Tune Therapy, whose benefits and effectiveness towards meeting Claimant's IPP goals and effectiveness are not in dispute. Instead, SCLARC identified another vendor, Arabesque, to take the place of Claimant's classes with its vendor Tune Therapy, for Claimant's social-recreational classes. The basis for SCLARC's decision to terminate funding for Claimant's classes at Tune Therapy is unknown. No evidence was presented supporting SCLARC's position that Claimant's classes at Tune Therapy, initially identified as social-recreational classes, now should be considered a form of therapy. Additional unanswered questions remain based on the evidence presented at hearing by SCLARC. For example, if Tune Therapy is still categorized as a social-recreational activity under Service Agency's purchase of service guidelines, as testified to by Claimant's service coordinator, then it is unclear why SCLARC should not continue to fund the classes as originally agreed.

5. Further, accepting SCLARC's current position that the classes constitute music therapy, mother has clearly provided sufficient evidence of Claimant's exhaustion of generic resources as requested by SCLARC (i.e., insurance denial of funding for Claimant's music therapy). Mother has also provided convincing evidence of the benefits to Claimant of the music therapy in addressing her IPP goals. Nothing else in the record established there are any other generic sources for providing this service.

6. No cause was established by SCLARC to support its decision to terminate funding of Claimant's classes at Tune Therapy, whether those classes are categorized

as social recreational music classes and/or music therapy services. (Factual Findings 1-21; Legal Conclusions 1-5.)

ORDER

Claimant's appeal is granted. SCLARC will continue to fund Claimant's classes at Tune Therapy whether those classes are categorized under SCLARC's purchase of service guidelines as music therapy and/or social-recreational music classes.

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.