BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

CLAIMANT,

and

REGIONAL CENTER OF THE EAST BAY, Service Agency.

DDS No. CS0035661

OAH No. 2026040685

DECISION

Administrative Law Judge Michael C. Starkey, State of California, Office of Administrative Hearings (OAH), serving as an independent hearing officer, heard this matter on June 12, 2026, in Concord, California.

Claimant's father represented claimant.

Appeals Specialist Denise Underwood represented service agency Regional Center of the East Bay (RCEB).

The matter was submitted for decision on June 12, 2026.

ISSUE

Must RCEB reimburse claimant's father for the cost of an emergency dental treatment for her?

FACTUAL FINDINGS

1. Claimant is a 42-year-old client of RCEB who resides at a care home and can independently complete self-care tasks. Claimant is not conserved. Based on her diagnosis of borderline intellectual functioning, claimant is eligible for services from RCEB under the Lanterman Developmental Disabilities Services Act (the Act, Welf. & Inst. Code, § 4500 et seq. [All statutory references are to the Welfare and Institutions Code unless stated otherwise].)

2. Claimant has also been diagnosed with attention-deficit/hyperactivity disorder (ADHD), undifferentiated schizophrenia, epilepsy, scoliosis, and asthma.

3. Claimant's care team includes her father and J.S., an advocate. In this decision, "claimant's team" means claimant, her father, and J.S.

4. "Denti-Cal" refers to Medi-Cal dental coverage. "Delta" refers to Delta Dental, a private dental insurer.

5. Claimant has a history of dental problems, including multiple extractions. These problems are the result of the dehydrating side effects of medications prescribed to claimant, primarily to treat her schizoaffective disorder.

6. In claimant's most recent IPP (Individual Program Plan), dated October 20, 2025, one of her goals is to "to keep her natural teeth, for as long as possible." The IPP further states:

> With assistance from [claimant's father], [claimant] will provide her RCEB Case Manager with a dental treatment plan and cost estimate when requesting funding for necessary dental work. The dental treatment plan and cost estimate must be provided prior to completing any dental work to allow RCEB Clinical Services to review and determine funding eligibility.

7. Claimant has previously filed multiple appeals of RCEB denials of reimbursement for dental care. Most recently, claimant appealed the denial of reimbursement for dental treatment performed in August and September 2025, based on claimant's failure to secure prior authorization from RCEB. In an OAH decision dated December 10, 2025 (DDS No. CS0031058, OAH No. 2025100772), claimant's appeal was granted. It was found that the treatment at issue was for dental emergencies; claimant "could have better communicated to RCEB . . . but given claimant's capabilities, she made efforts to comply with RCEB requests"; and claimant must exhaust generic resources (her claim with Denti-Cal was then pending), but RCEB must reimburse claimant for any amount not covered by generic resources.

8. In the December 10, 2025, decision, the ALJ summarized the testimony of Chris Hanson, RCEB's director of adult services, as follows:

> Regarding emergency situations, the procedure is for the consumer to get documentation to RCEB as quickly as

possible and to make a decision with the clinical team. Approvals can be expedited in emergency situations and a response can be given the same day or the following day. Hanson stated that RCEB does not have a written policy relating to reimbursement for dental expenses. Hanson shared that RCEB has vendorized dentists and a dental specialist who assist with dental matters for RCEB clients.

9. On December 1, 2025, claimant's case manager sent claimant's team an email with a link to a Denti-Cal webpage "to help identify dentists that accept Medi-cal." She also explained that RCEB only refers clients to its vendored dentists if those clients need sedation to complete all treatments. Claimant does not meet that requirement and does not want to be sedated during dental treatments.

10. On January 7, 2026, claimant replied that she is "profoundly disabled" and unable to negotiate the website or find a Denti-Cal dentist. She asked to be referred to RCEB's dental expert and RCEB's vendored dentists.

11. On January 9, 2026, claimant's case manager replied, stating that claimant's "home administrator can absolutely support with navigating the website and helping to narrow down a few dentists in your area who may be a good fit." She also suggested that claimant's team might assist her and again included the link to the Medi-Cal dental website.

12. On March 10, 2026, at 10:50 a.m., claimant emailed her case manager and stated that she was experiencing pain in her lower left gum, believed dental treatment was likely necessary, and felt she had no other option but to see her previous dentist (who does not accept Denti-Cal) that day.

13. Claimant's case manager replied at 12:20 p.m., stating that generic resources must be explored and attaching "a list of 12 dentists in your area who accept Medi-Cal." Claimant's case manager copied claimant's home administrator and asked her to assist claimant in reviewing the list and identifying a dentist "that may be a good fit."

14. Also on March 10, 2026, at an unknown time, claimant's home administrator spoke to claimant's case manager regarding claimant's pending dental treatment. The case manager summarized their conversation as follows:

> [Case manager] clarified regarding the email and explained that [claimant] should be using a dentist that accepts her insurance. [Home administrator] explained that she spoke to [claimant] about the list and reminded her the importance of having a dentist covered by her insurance. Per [home administrator], [claimant] expressed that she did not want to explore the list shared by the [case manager] because those dentists do not work for her. She insisted on keeping her appointment with [regular dentist]. [Care home licensee] will be taking [claimant] to her appointment on 3/11 at 2 p.m.

15. Claimant saw her regular dentist that day and was referred to an endodontist for emergency treatment, scheduled for the next day at 2:00 p.m.

16. At 4:10 p.m., the home administrator texted the following message to claimant:

> Hi [claimant's first name]! Confirmed with [care home licensee] and [claimant's case manager] that you are good to go with your appt tomorrow. Glad that you will be seen to get that tooth fixed. Hope it gets better soon!

17. On March 11, 2026, the endodontist (who also does not accept Denti-Cal) performed an emergency root canal treatment upon claimant. This endodontist provided claimant with an invoice showing that she was responsible for $1,030 of the total $1,790 cost of treatment, and that Delta would pay the remaining $760. That day, claimant's father paid the invoiced $1,030.

18. On March 12, 2026, claimant wrote an email to her case worker, reporting the text message she received from the home administrator (see Factual Finding 16), attaching the relevant invoices and receipts, and asking RCEB to reimburse $1,030 to her father, for the cost of the emergency root canal treatment.

19. On March 13, 2026, the home administrator stated via email that she was referring only to transportation in her text message, was not aware of claimant's dental emergency, and had no authority to authorize treatment. She reported that most of the residents of the home received care through "Western Dental, which is located near the home and has provided adequate services to our clients." She offered to explore options for claimant.

20. On March 17, 2026, claimant's case manager emailed claimant's team, stating that RCEB was reviewing claimant's request for reimbursement and recommended obtaining a denial letter from Medi-Cal, since the endodontist was "out of network."

21. On March 24, 2026, the home administrator emailed claimant and stated that she had reviewed the list of 12 potential Denti-Cal dentists and identified two offices closest to claimant. She provided the contact information for both and reported that both had availability in June 2026 and were accepting new patients, but one only accepts patients aged 25 years and younger, therefore the other one would be the best option.

22. Later that day, claimant's advocate, J.S., replied stating that she contacted both dentists and the one recommended stated that they do not accept emergency appointments "if you have Denti-Cal"; the other did not answer their phone; and they have Yelp ratings of 3.1 and 3.0 stars (out of 5), respectively. J.S. also stated that claimant needs a dentist with expertise working with the developmentally disabled and asked for the list of RCEB-vendored dentists.

23. On March 26, 2026, RCEB sent an email to claimant's team, denying claimant's request for reimbursement in the amount of $1,030 for the March 11, 2026, root canal treatment.

24. On this same date, claimant timely filed an appeal of this denial.

25. On April 14, 2026, Denti-Cal issued a denial of claimant's claim for reimbursement of the cost of the March 11, 2026, root canal treatment, stating that the provider is not a Medi-Cal provider and there is no coverage for out-of-network providers for non-emergency services.

26. On April 20, 2026, claimant's father paid an additional $725 to the endodontist for the emergency root canal treatment provided to claimant on March 11, 2026. Claimant's father learned that Delta only paid $35 of the total cost, based on a year-long waiting period for coverage of major treatments that went into effect prior

to this treatment because claimant's father increased the dental coverage in claimant's Delta plan. Claimant's father and the endodontist who performed the root canal were unaware of this one-year waiting period when the treatment was rendered. In total, claimant's father paid the endodontist $1,755 for the emergency root canal treatment performed on March 11, 2026.

27. Claimant's father reports that he does not know the home administrator's intentions when she sent the text message quoted in Factual Finding 16, but claimant understood it to mean that RCEB would pay the cost of the treatment.

28. Claimant's father reports that he pays $73.11 per month for claimant's current Delta insurance coverage and also regularly pays claimant's copayment for cleanings and routine treatment. He reports that RCEB knew that claimant had Delta dental insurance and that it is "not new."

29. Claimant's father reports that claimant's team is trying to locate a Denti-Cal dentist who could provide any future dental emergency care, but has so far been unsuccessful. He reports that J.S. and claimant's current home administrator both report that the Denti-Cal dentists are not calling back and do not seem interested in providing emergency care. He also reports that at some point in the past, claimant went to a Denti-Cal clinic and they told her she had 21 cavities and needed multiple extractions, but she then went to another dentist who reported no cavities.

LEGAL CONCLUSIONS

1. The State of California accepts responsibility for persons with developmental disabilities under the Act. The purpose of the Act is to rectify the problem of inadequate treatment and services for the developmentally disabled, and

to enable developmentally disabled individuals to lead independent and productive lives in the least restrictive setting possible. (§§ 4501, 4502; *Association for Retarded Citizens v. Department of Developmental Services* (1985) 38 Cal.3d 384.) The Act is a remedial statute; as such it must be interpreted broadly. (*California State Restaurant Association v. Whitlow* (1976) 58 Cal.App.3d 340, 347.)

2. The 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 have the responsibility of carrying out the state's responsibilities to the developmentally disabled under the Act. (§ 4620, subd. (a).) The 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. While regional centers have a duty to provide a wide array of services to implement the goals and objectives of the IPP, they are also directed by the Legislature to provide services in a cost-effective manner. (§ 4646, subd. (a).) Accordingly, regional centers may not fund duplicate services that are available through another public agency that has a legal responsibility to serve the general public. This prohibition against "supplanting generic resources" is contained in section 4648, subdivision (a)(8). Regional centers must identify and pursue all possible sources of funding for services, including: generic services (§ 4646.4, subd. (a)(2));

governmental entities or programs that are required to pay the cost of providing services (§ 4659, subd. (a)(1)); and private entities that may be liable for the cost of services to the consumer(§ 4659, subd. (a)(2)).

4. With respect to the purchase of medical or dental services, section 4659 provides:

> notwithstanding any other law or regulation, a regional center shall not purchase medical or dental services for a consumer three years of age or older unless the regional center is provided with documentation of a Medi-Cal, private insurance, or a health care service plan denial and the regional center determines that an appeal by the consumer or family of the denial does not have merit. . . . Regional centers may pay for medical or dental services during the following periods:
>
> (A) While coverage is being pursued, but before a denial is made.
>
> (B) Pending a final administrative decision on the administrative appeal if the family has provided to the regional center a verification that an administrative appeal is being pursued.
>
> (C) Until the commencement of services by Medi-Cal, private insurance, or a health care service plan.

> (2) When necessary, the consumer or family may receive assistance from the regional center, the Clients' Rights Advocate funded by the department, or the state council in pursuing these appeals.

(§ 4659, subd. (d)(1).)

5. The Act entitles claimant to an administrative fair hearing to review RCEB's service decisions. (§ 4710 et seq.) Claimant bears the burden in this matter to prove that she is entitled to the reimbursement she seeks. (Evid. Code, §§ 115, 500.)

6. Claimant seeks reimbursement of $1,755 to her father for the cost of her emergency root canal treatment, rendered on March 11, 2026. RCEB does not dispute that claimant's dental problem was an emergency, the amount of the claim, or that the root canal treatment was necessary. Instead RCEB argues that it provided claimant with information to access Denti-Cal resources on December 1, 2025, and advised her that she must exhaust all generic resources before RCEB could fund the cost of dental treatment, but she did not and RCEB never agreed to pay for this treatment.

7. Section 4659 prohibits RCEB from reimbursing the cost of dental care unless the consumer provides "documentation of a Medi-Cal, private insurance, or a health care service plan denial and the regional center determines that an appeal by the consumer or family of the denial does not have merit." However, claimant submitted sufficient evidence to show that she had Delta dental insurance and Delta denied payment of all but $35 of the cost of her emergency root canal treatment. (Factual Findings 17, 26 & 28.) RCEB does not contend, and the evidence does not suggest, that an appeal of this denial would have had merit.

8. RCEB's primary focus in this proceeding was on claimant's failure to access Medi-Cal/Denti-Cal coverage. However, section 4659, subdivision (d)(1)'s exhaustion requirement is written in the disjunctive ("or"); it does not require exhausting private insurance and Medi-Cal. Claimant exhausted her private insurance in good faith. She and her endodontist were unaware of Delta's one-year waiting period clause. Section 4659 does not bar claimant's claim for reimbursement.

9. Generally, a regional center must participate in the decision-making process with its consumers before a service is implemented or expenses for it are incurred and a claimant cannot unilaterally incur a service cost without regional center input or authorization and expect to be reimbursed. (Cal. Code Regs., tit. 17, § 50612.) However, there is an exception for emergency services rendered by a vendored service provider if the regional center cannot be reached, is notified within five business days afterwards, and if the service was necessary and appropriate. (*Id.* at subd. (b)(1).) Here, the service was not provided by a vendored service provider and RCEB was contacted. However, claimant's dental problem was an emergency and she did communicate the problem to RCEB. Her case manager's instruction to use a Denti-Cal dentist was not feasible in that moment, nor was it required for reimbursement because claimant had private insurance, as discussed in Legal Conclusion 8. Accordingly, California Code of Regulations, title 17, section 50612, does not bar reimbursement.

10. Claimant has shown that she is entitled to reimbursement to her father in the total amount of $1,755, for his out-of-pocket payments for her March 11, 2026, root canal treatment.

11. The parties are urged to work together to formulate a plan for emergency dental procedures that may be necessary in the future, in light of this decision.

ORDER

Claimant's appeal is granted. Regional Center of the East Bay shall reimburse claimant's father the sum of $1,755, for his payments for claimant's March 11, 2026, root canal treatment.

DATE:

MICHAEL C. STARKEY
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.