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

## In the Matter of:

## CLAIMANT

## and

## ALTA CALIFORNIA REGIONAL CENTER, Service Agency

## DDS No. CS0036716

## OAH No. 2026050801

### DECISION

Administrative Law Judge Sean Gavin, a hearing officer of the Office of Administrative Hearings (OAH), State of California, heard this matter by videoconference on June 23 and 25, 2026, from Sacramento, California.

Claimant's brother, who is her authorized representative, appeared on claimant's behalf. Claimant appeared briefly to testify.

Jordan Cody, Legal Services Manager, appeared for Alta California Regional Center (ACRC).

Evidence was received, the record closed, and the parties submitted the matter for written decision on June 25, 2026.

## ISSUE

Whether ACRC changed, reduced, canceled, reclassified, amended, or denied claimant's existing services, including transportation-related services, or attempted to do so, without valid agreement.

## FACTUAL FINDINGS

### Background

1. Claimant is a 55-year-old client of ACRC based on her diagnoses of autism spectrum disorder and intellectual disability. She has been an ACRC client for more than 20 years and receives Community Integration Training Program (CITP) services. She also receives transportation services to and from her CITP services. A company named InAlliance provides both the CITP and transportation services. Claimant has worked with InAlliance for more than 20 years.

#### 2024 IPP and IPP Agreement

2. In November 2024, claimant's planning team met for her annual Individual Program Plan (IPP) meeting. In addition to claimant, her planning team included her brother and sister-in-law, an InAlliance representative, and her ACRC service coordinator, Amanda Snyder. Following the meeting, Ms. Snyder prepared an IPP that identified claimant's goals and objectives, and the services and supports designed to help her achieve those goals and objectives. In February 2025, claimant and Ms. Snyder signed her IPP Agreement (2024 IPP Agreement).

3. As explained in claimant's 2024 IPP, she works as a clerk at a grocery store from Monday through Thursday for six hours each day. She requires assistance to do so. On Fridays, she and another InAlliance client go on trips within the community to shop or volunteer. Therefore, in the 2024 IPP Agreement, ACRC agreed to fund claimant's CITP for 120 hours of one-to-one services per month, which was meant to cover claimant's working hours. ACRC also agreed to fund 18 hours of one-to-two services per month, which was designed to cover her Friday community outings. ACRC also agreed to fund roundtrip transportation for claimant's CITP services for a maximum of 23 days per month. During one-to-one services, one InAlliance worker helps claimant. During one-to-two services, one InAlliance worker helps claimant and one other CITP participant.

### AMENDMENT TO THE 2024 IPP AGREEMENT

4. On March 12, 2026, claimant and her new service coordinator, Susan Guzman, signed an amendment to the 2024 IPP Agreement (2024 Amendment). The 2024 Amendment modified how ACRC paid InAlliance for transportation. Referencing "880" as the applicable billing code, the 2024 Amendment provided the following, in relevant part:

> 1. Inalliance 1:1 includes transportation due to the rate reform so the purchase for 880 transportation will be cancelled effective 2/28/26.
>
> 2. Inalliance 1:2 880 transportation will require a pos [purchase of service] and is reflected on the 3/2/26 IPP.

### 2025 IPP AND IPP AGREEMENT

5. On March 2, 2026, claimant's planning team met for her annual IPP meeting. In addition to claimant, her planning team included her brother and sister-in-law, two InAlliance representatives, and Ms. Guzman. Following the meeting, Ms. Guzman prepared an IPP that identified claimant's goals and objectives, and the services and supports designed to help her achieve those goals and objectives. On March 12, 2026, claimant and Ms. Guzman signed her IPP Agreement (2025 IPP Agreement).

6. In the 2025 IPP Agreement, ACRC agreed that retroactive to the IPP meeting date of March 2, 2026, it would continue to fund claimant's CITP for 120 hours of one-to-one services per month and 18 hours of one-to-two services per month. The 2025 IPP Agreement also specifies claimant's one-to-one services now include transportation. It further specifies ACRC will pay for claimant's roundtrip transportation for her one-to-two services on Fridays, for a maximum of 10 trips per month.

## Claimant's Disagreement and Appeal

7. On March 16, 2026, claimant sent ACRC copies of her 2024 Amendment and her 2025 IPP Agreement, both of which included red typewritten text on various parts of the pages. Through those typed notes, claimant complained she did not agree to one-to-two services. She further complained she agreed to transportation but did not specifically request that InAlliance provide it. The notes further indicated:

> The team does not agree to any reduction, cancellation, reclassification, or amendment of [claimant's] transportation or related services, including cancellation of 880

> transportation effective 2/28/26, because the change was not fully presented and agreed to at the 3/2/26 annual IPP meeting and was later presented for signature outside the full planning-team process. [Claimant] requests that existing services remain in place unless and until a proper written NOA is issued and the matter is resolved through the appeal process.

8. The notes claimant submitted were not on the appeal request form prescribed by the Department of Developmental Services (DDS). ACRC did not issue a Notice of Action (NOA) in response.

9. On May 13, 2026, claimant submitted to DDS an appeal on the prescribed request form. Under the heading "Reason(s) for this Appeal," claimant wrote:

> [Claimant] requests a Lanterman Act fair hearing because ACRC changed, attempted to change, reduced, cancelled, reclassified, amended, or denied existing IPP services, including transportation-related services and purchase code 880, without valid agreement, without a proper Notice of Action, without clearly preserving aid-paid-pending rights, and without providing a clear written response for approximately two months after [claimant] marked disagreement. [Claimant] signed and returned her IPP with disagreement marked on March 16, 2026 and requested a Notice of Action. ACRC has not confirmed how the disagreement was processed, whether the disagreement-

marked IPP was added to [claimant's] complete case file, whether a proper NOA was issued, or whether existing services are being preserved pending appeal.

This is a proper fair hearing issue under WIC § 4710.5(a) because [claimant] is appealing an ACRC decision or action affecting existing IPP services, not merely complaining about staff conduct. ACRC violated WIC §§ 4646(d), 4646(e), 4646(g), 4646(h), 4646(i), 4646.5(a)(5), 4701, 4710(a), 4710.5(a), and 4715 by changing or attempting to change [claimant's] services without valid agreement at the program plan meeting, without notice to [claimant's] authorized representative/designated representative, without reconvening the planning team after disagreement, without proper written notice and appeal-rights notice, without preserving agreed-upon services and aid-paid-pending rights, and without clearly documenting and maintaining [claimant's] transportation and related services. [Claimant] requests restoration and continuation of all existing services, aid paid pending, production of the complete case file, and a finding that ACRC must issue proper written notice for any disputed service change.

## Evidence at Hearing

### ACRC's Evidence

10. Ms. Guzman and her supervisor, Client Services Manager Kerrie Palmer, testified at hearing. They both explained the California Legislature recently modified the rates regional centers may pay for certain kinds of services. Due to this rate reform, effective February 28, 2026, ACRC can no longer pay for transportation to and from one-to-one CITP services as an independent line item. Instead, the rate for one-to-one CITP services now includes transportation. For one-to-two CITP services, such as those claimant receives on Fridays, transportation is not included in the rate, so ACRC may still pay for transportation separately.

11. Ms. Guzman further explained she learned of the new rate rules on approximately March 10, 2026. Although claimant's IPP meeting was on March 2, 2026, claimant had not yet signed the 2025 IPP Agreement. ACRC was therefore still funding claimant's CITP and transportation service pursuant to the 2024 IPP Agreement. As a result, Ms. Guzman determined she should amend the 2024 IPP Agreement to reflect that, although the services were not changing, the method of billing and payment was changing.

12. On or about March 10, 2026, InAlliance personnel communicated with Ms. Guzman that claimant was ready to sign her 2025 IPP Agreement. Ms. Guzman knew that in February 2026, ACRC had issued an NOA to claimant proposing to discontinue all services because claimant had not yet signed a new IPP agreement since the 2024 IPP Agreement (the February NOA). Ms. Guzman also knew the February NOA proposed to discontinue services effective March 16, 2026.

13. As a result, on March 12, 2026, Ms. Guzman drove to the grocery store where claimant worked and met with her to explain and sign the 2024 Amendment and the 2025 IPP Agreement. An InAlliance job coach was also present during the meeting. Ms. Guzman explained the recent rate reform changes and the reason for the 2024 Amendment. Claimant said she understood and had no questions. She and Ms. Guzman signed the 2024 Amendment and the 2025 IPP Agreement.

14. At hearing, Ms. Guzman and Ms. Palmer acknowledged the 2024 Amendment states it is based on "New or changing services." Ms. Palmer explained the form is completed electronically and features a drop-down menu with various options to select as the reason for the amendment. Although claimant's services were not changing, the option named "New or changing services" was the closest option that made sense to select. She reiterated that nothing about claimant's actual services changed. Rather, the method of paying for those services changed insofar as the transportation for claimant's one-to-one services was incorporated into the rate for the services themselves and therefore did not need to be separately funded.

15. Carrie Erickson, claimant's service coordinator as of April 2026, also testified at hearing. She also learned of the statewide rate reform after it went into effect on February 28, 2026. From her conversations with claimant, Ms. Erickson understands claimant is happy with her services and does not want anything to change, with the sole exception that she wants her own house.

### CLAIMANT'S EVIDENCE AND ARGUMENT

16. Claimant testified she does not want anything to change about her services. She enjoys working with her InAlliance workers. She also enjoys spending time with the other CITP participant during her one-to-two services on Fridays.

17. Claimant's brother testified that for many years, claimant has repeatedly requested that ACRC include him in all IPP and other planning meetings and decisions. He argued ACRC did not follow the proper procedures to amend claimant's 2024 IPP Agreement because Ms. Guzman met with claimant at her work when he was not present. He acknowledged claimant is not conserved. Nevertheless, he believes ACRC should ensure he is present at all such meetings. In his opinion, claimant did not understand the 2024 Amendment.

18. Additionally, claimant's brother insisted that through the 2024 Amendment, ACRC modified claimant's services. He acknowledged ACRC has continued to provide claimant's one-to-one and one-to-two CITP services, including all associated transportation, both before and after March 2026. However, he noted that the 2024 Amendment states it is for a "New or changing service." On that basis, he argued it was an inappropriate change to claimant's services. He further complained that if claimant chooses to enter the Self Determination Program (SDP) in the future, the current funding structure for her services may limit her options.

## Analysis

19. ACRC contends it did not change, reduce, cancel, reclassify, amend, or deny claimant's CITP services, including transportation-related services, through the 2024 Amendment. The evidence supports that position. Ms. Guzman and Ms. Palmer credibly testified that, to comply with rate reform changes, it was appropriate to amend claimant's 2024 IPP Agreement to reflect that any one-to-one CITP services claimant received pursuant to that agreement after February 28, 2026, would include transportation. Accordingly, the amendment was necessary to ensure claimant's 2024 IPP Agreement accurately reflected the billing and payment method. Nothing about the 2024 Amendment changed claimant's actual services.

20. Additionally, the 2024 Amendment covered services beginning February 28, 2026. Ms. Guzman prepared the 2024 Amendment before she knew whether or when claimant would sign her 2025 IPP Agreement. Ultimately, claimant signed the 2025 IPP Agreement, which provides services retroactive to March 2, 2026. Therefore, the 2024 Amendment only covered services for two days, February 28 and March 1, 2026. However, both of those days were weekend days on which claimant did not receive any services. As a result, claimant never received any actual services subject to the 2024 Amendment.

21. Claimant credibly testified that she is happy with her services and does not want anything to change. Nothing has changed. Under both the 2024 Amendment and her 2025 IPP Agreement, she still receives 120 monthly one-to-one CITP hours, 18 monthly one-to-two CITP hours, and transportation to and from all services. Claimant was legally competent to sign both documents and did so.

## LEGAL CONCLUSIONS

1. The burden of proof is on the party seeking government benefits or services. (*Lindsay v. San Diego County Retirement Bd.* (1964) 231 Cal.App.2d 156, 161.) In this case, claimant bears the burden of proving ACRC changed, reduced, canceled, reclassified, amended, or denied claimant's existing services, including transportation-related services, or attempted to do so, without valid agreement. If successful, the burden would then shift to ACRC to prove it did so appropriately. (*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 applicable standard of proof is preponderance of the evidence. (Evid. Code, § 115.)

## Applicable Law

2. Under the Lanterman Act (Welf. & Inst. Code, § 4500 et seq.), the State of California accepts responsibility for persons with developmental disabilities and pays for the majority of the "treatment and habilitation services and supports" to enable such persons to live "in the least restrictive environment." (Welf. & Inst. Code, § 4502, subd. (b)(1).) "The purpose of the statutory scheme is twofold: to prevent or minimize the institutionalization of developmentally disabled persons and their dislocation from family and community [citations], and to enable them to approximate a pattern of everyday living of nondisabled persons of the same age and to lead more independent and productive lives in the community [citations]." (*Assoc. for Retarded Citizens v. Dept. of Developmental Services* (1985) 38 Cal.3d 384, 388.)

3. To determine how an individual consumer is to be served, regional centers are directed to conduct a planning process that results in an IPP designed to promote as normal a lifestyle as possible. (Welf. & Inst. Code, § 4646; *Assoc. for Retarded Citizens v. Dept. of Developmental Services*, *supra*, 38 Cal.3d at p. 389.) The IPP is developed by an interdisciplinary team and must include participation by the consumer and/or her representative. The regional center must gather information and assessments from a variety of sources, including other entities that provide services or supports. (Welf. & Inst. Code, § 4646.5, subd. (a)(1).)

4. Among other things, the IPP must set forth goals and objectives for the consumer, contain provisions for the acquisition of services (which must be based upon the consumer's developmental needs), contain a statement of time-limited

objectives for improving the consumer's situation, and reflect the consumer's particular desires and preferences. (Welf. & Inst. Code, §§ 4646, subds. (a) & (b), 4646.5, subd. (a), 4512, subd. (b), 4648, subd. (a)(6)(E).) The regional center must then "secure services and supports that meet the needs of the consumer" within the context of the IPP. (*Id.* at § 4648, subd. (a)(1).)

## Conclusion

5. Through the 2024 Amendment, ACRC did not change, reduce, cancel, reclassify, amend, or deny claimant's CITP services, including transportation-related services, or attempt to do so. Rather, ACRC appropriately sought to amend the 2024 IPP agreement to comply with state-wide rate reform changes because claimant was still receiving services pursuant to that agreement until she signed the 2025 IPP Agreement. Claimant's actual services have not changed.

## ORDER

Claimant's appeal, dated May 13, 2026, is DENIED.

DATE: July 8, 2026

SEAN GAVIN

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 a 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.