

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

In the Matter of:

CLAIMANT

and

FRANK D. LANTERMAN REGIONAL CENTER, Service Agency

DDS No. CS0036532

OAH No. 2026050524

DECISION

Thomas Heller, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter on June 30, 2026, in Los Angeles, California.

Claimant was represented by his mother. The names of Claimant and his family members are not used in this decision for privacy reasons.

Mirka Guerrero, Fair Hearing and Compliance Coordinator, represented the Frank D. Lanterman Regional Center (FDLRC).

Oral and documentary evidence was received. The record was closed, and the matter was submitted for decision on June 30, 2026.

ISSUE

Whether FDLRC must reimburse Claimant for the costs of educational therapy services from February 2024 until Claimant's transition into the Self-Determination Program in June 2026.

EVIDENCE RELIED UPON

FDLRC's evidence: exhibits 1 through 9 and 11 through 24; testimony of Rachel Acosta and Katy Granados.

Claimant's evidence: exhibits 101, 103, 104, 106 through 114, 116 through 151, and 156 through 163; testimony of Claimant's mother.

FACTUAL FINDINGS

Background

1. The Department of Developmental Services (Department) administers the Lanterman Developmental Disabilities Services Act (the Lanterman Act or the Act) to ensure that necessary services and supports are provided to persons with developmental disabilities to help them lead more independent, productive, and normal lives. (Welf. & Inst. Code, § 4500.) FDLRC is one of 21 nonprofit regional centers established by the Act to "evaluate the developmentally disabled persons (whom the Act calls 'consumers'), develop individually tailored plans for their care, enter into contracts with direct service providers to provide the services and support set forth in the plans, and monitor the implementation of those contracts and the

consumers' plans. [Citations.]" (*Shalghoun v. North Los Angeles County Regional Center, Inc.* (2024) 99 Cal.App.5th 929, 937.) Each regional center serves consumers within a particular geographic area of the state known as a "service catchment area," as specified in a contract with the Department. (Welf. & Inst. Code, §§ 4620, subd. (a), 4640, subd. (a); Cal. Code Regs., tit. 17, § 54302, subd. (a)(58).)

2. Claimant is a 19-year-old man who is eligible for regional center services due to a diagnosis of autism spectrum disorder. He has also been diagnosed with major depressive disorder, generalized anxiety disorder, and attention-deficit hyperactivity disorder. Claimant lives within FDLRC's catchment area with his mother and father, who have been appointed as his conservators. He has been a regional center consumer since he was a young child. Over the years, FDLRC has funded various Lanterman Act services and supports for Claimant through his Individual Program Plan (IPP), but educational therapy has never been one of them. Claimant's most recent IPP was approved in April 2023 and amended several times in 2024 and 2025. (Exhibit 11.)

3. In December 2023, Claimant had a panic attack at the local private school he attended, which led to several school-recommended mental health referrals and assessments. On December 19, 2023, his mother requested \$6,000 from FDLRC for a neuropsychological assessment, \$400 for a psychiatric evaluation, and \$200 for "ongoing visits" for psychiatric services. (Exhibit 2.) Claimant's mother requested a decision from FDLRC within 30 days, while also stating "we cannot wait on this matter as [Claimant] has expressed thoughts of hurting himself." (*Ibid.*) She also reported that Claimant had exited out of special education services in his public school district in 2017 under a settlement agreement she reached with the district, which she contended made FDLRC the "payor of last resort." (*Ibid.*)

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4. At the request of Claimant's service coordinator at FDLRC, Claimant's mother provided a consent form to allow FDLRC to obtain relevant documents from the public school district. In February 2024, before FDLRC's decision on the request, she submitted paid invoices to FDLRC in the amounts of \$6,000 for neuropsychological testing, \$400 for a psychiatric evaluation, and \$200 for "Educational Therapy (0002) with Dominique Massoth" from a company named Whole Child Neuro. (See Exhibits 2, 5.) Whole Child Neuro is not a contracted vendor of FDLRC for the provision of services and supports to consumers.

5. On February 27, 2024, FDLRC sent Claimant's mother a Notice of Action denying the reimbursement request. FDLRC contended that denial was justified because it did not pre-authorize the services; no exception to the pre-authorization requirement applied; Claimant's mother did not document that she had first requested funding from the public school district or Claimant's Medi-Cal insurance plan; and the services were not required to meet the goals in Claimant's IPP. (Exhibit 1.) Claimant's mother did not appeal that Notice of Action.

6. Claimant's parents continued to pay for weekly educational therapy services for Claimant from Whole Child Neuro at a rate of \$200 per session. Between May 2024 and February 2026, Claimant's mother tried to obtain reimbursement of those costs from Claimant's public school district, but the school district would not reimburse her. While that dispute was ongoing, Claimant's parents held an IPP meeting in February 2025 with Claimant's service coordinator at FDLRC. At the end of the meeting, the service coordinator prepared and signed a form that referenced "conversion respite" and no other services and supports, which Claimant's parents signed with the statement, "This certifies only attendance." (Exhibit 12.) After the meeting, Claimant's mother prepared a document entitled "My Individual Program

Plan” that listed a variety of other services and supports to be funded by FDLRC, including that “Lanterman will fund a one-to-one Executive Functioning coach to develop my EF skills for both home and school.” (Exhibit 101.) FDLRC did not sign that document.

7. In March 2025, FDLRC assigned a new service coordinator for Claimant at the family’s request. On March 11, 2025, Claimant’s mother emailed the new service coordinator, Rachel Acosta, about a reimbursement request for “executive functioning therapy” and other matters. (Exhibit 137.) In a follow-up email three days later, Claimant’s mother stated, “[t]he reimbursement for executive functioning (EF) therapy was paid for by me (February 2024 - present; still ongoing), but we have not submitted it for reimbursement yet.” (*Ibid.*) On May 30, 2025, Claimant’s mother emailed Ms. Acosta again about the subject, stating, “I also wanted to remind you that we are seeking reimbursement for [Claimant’s] educational therapy from February 2024 to present (over 1 year). [The public school district] does not offer educational therapy at the [Individualized Education Program] level, so we are hoping [a law firm] can help us with this. If we are not successful, we will be asking for Lanterman for reimbursement as the payor of last resort.” (*Ibid.*)

8. In early February 2026, Claimant’s public school district agreed to pay most, but not all, of the costs of Claimant’s educational therapy services under a settlement agreement with Claimant and his parents. On February 11, 2026, Claimant’s mother emailed Ms. Acosta requesting reimbursement for \$7,390 in educational therapy costs that the school district did not reimburse, plus \$6,000 for the neuropsychological testing that Claimant’s mother previously requested in 2024. The \$7,390 for educational therapy services included costs between February 2024 and February 2026, plus anticipated additional costs for the therapy through June 30, 2026.

(Exhibit 143.) On March 11, 2026, Claimant's mother emailed copies of invoices from Whole Child Neuro in support of the request, stating, "[t]o date there are 31 days of services for the total of \$6200." (Exhibit 144.)

9. On April 30, 2026, Ms. Acosta replied to Claimant's mother that FDLRC was denying the request for educational therapy services reimbursement because FDLRC did not pre-approve the services. (Exhibit 19.) FDLRC also denied the restated request for reimbursement for the neuropsychological testing and other reimbursement requests, none of which are at issue in this appeal. (*Ibid.*) On May 5, 2026, FDLRC sent a Notice of Action for the denial of reimbursement for educational therapy services, explaining that regional centers "are not allowed to provide retroactive reimbursement for services that were not pre-approved, except in very limited circumstances. FDLRC was not able to make an exception for [Claimant] because Whole Child Neuro is not vendored with the regional center and educational therapy is not an emergency service." (Exhibit 21.) As an additional ground for denial, FDLRC stated that Claimant's mother did not exhaust generic resources before seeking reimbursement because she "did not exhaust the school district's appeals process" and "entered into a confidential settlement agreement with [the district] and waived [Claimant's] right to receive IEP supports moving forward." (*Ibid.*)

10. On May 7, 2026, Claimant's mother appealed the Notice of Action, contending that FDLRC "did not approve or deny reimbursement for educational therapy . . . for over one year;" she exhausted the generic resource of the public school district; and Claimant's IPP stated that FDLRC would fund a one-to-one Executive Functioning coach for Claimant. (Exhibit 22.) A mediation in late May 2026 did not resolve the appeal.

11. Claimant recently graduated from high school. In early June 2026, he transitioned from the traditional model of receiving services and supports from FDLRC to the Self-Determination Program. The Self-Determination Program is a voluntary program under the Lanterman Act that allows participants and their families to have an annual budget for services and supports to meet the objectives of the participant's Individual Program Plan (IPP). (See Welf. & Inst. Code, § 4685.8.) The reimbursement request at issue is limited to amounts incurred before the transition.

Hearing

12. The parties offered documents establishing the facts described above, and FDLRC called Ms. Acosta and Katy Granados, the Assistant Director of Client and Family Services, to testify in support of the Notice of Action. Ms. Acosta apologized for the delay of FDLRC in issuing the May 2026 Notice of Action about the reimbursement request. Ms. Acosta also testified that the "My Individual Program Plan" document that Claimant's mother prepared was not Claimant's IPP because FDLRC did not finalize and approve it.

13. Like Ms. Acosta, Ms. Granados testified that FDLRC did not respond to the reimbursement request in a timely fashion. Nonetheless, the request did not meet the standards for retroactive authorization and payment because FDLRC did not pre-approve the services, and retroactive authorization is only available for emergency services under limited circumstances. FDLRC does not view the educational therapy for Claimant as emergency services.

14. Ms. Granados also testified that before 2025, FDLRC generally conducted IPP meetings triennially. In 2025, the Department issued guidance indicating that IPP meetings had to be held annually. Claimant's prior service coordinator held the IPP

meeting in 2025, but it did not result in an updated and approved IPP. Instead, the changes to Claimant's services and supports over time have been documented in amendments to his IPP from 2023.

15. Claimant's mother testified that Claimant desperately needed help and was suicidal when she initially contacted FDLRC in late 2023. The family needed to make quick decisions to save his life, and educational therapy was part of his overall mental health treatment. She first requested reimbursement from FDLRC for educational therapy services in February 2024, and FDLRC denied reimbursement at that time because she did not go to Claimant's public school district first. She then pursued reimbursement from the school district and reached a settlement under which the district reimbursed most of the costs, but FDLRC is still contending that she did not exhaust Claimant's generic resources.

16. Claimant's mother also testified that FDLRC has not timely responded to her reimbursement requests. She followed all applicable laws to the best of her ability, and the delays and inability or unwillingness of FDLRC to collaborate with her are "deeply hurtful."

Analysis of Evidence

17. Considering the evidence, the educational therapy services at issue were not shown to be emergency services. Educational therapy provided over several years seems unlikely to be an emergency service, and the evidence presented does not prove otherwise. Furthermore, FDLRC did not pre-approve the services; to the contrary, FDLRC denied reimbursement of the first invoice for such services in its February 2024 Notice of Action, which Claimant's mother did not appeal. Claimant's mother then continued paying for the educational therapy services without FDLRC

approval from February 2024 through June 2026. Claimant's IPP also does not include approval for the services; the "My Individual Program Plan" document that Claimant's mother prepared was not finalized and approved. Claimant's IPP from 2023 and subsequent amendments do not state that FDLRC will pay for the educational therapy services.

18. These facts are dispositive of this appeal, notwithstanding the claimed delays of FDLRC in responding to the reimbursement requests of Claimant's mother in 2025 and 2026, which FDLRC's witnesses did not contest. Notably, the email requests from Claimant's mother in March and May 2025 suggest that a reimbursement request may be forthcoming, rather than that FDLRC had to make a decision on the request at that time. (Exhibit 137.) But even apart from that discrepancy, the claimed delays do not affect the outcome of this appeal.

LEGAL CONCLUSIONS

Legal Standards

1. Disputes about the rights of disabled persons to receive services and supports under the Lanterman Act are decided under the fair hearing and appeal procedures in the Act. (Welf. & Inst. Code, § 4706, subd. (a).) "'Services and supports for persons with developmental disabilities' 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." (Welf & Inst. Code, § 4512, subd. (b).) The determination of Claimant's services and

supports “shall be made on the basis of the needs and preferences of the consumer or, when appropriate, the consumer’s family, and shall include consideration of a range of service options proposed by individual program plan participants, the effectiveness of each option in meeting the goals stated in the individual program plan, and the cost-effectiveness of each option.” (*Ibid.*; see also Welf. & Inst. Code, § 4646, subd. (a).)

2. As relevant here, the services and supports listed in an IPP may include “mental health services” and “counseling of the individual with a developmental disability and of the individual’s family.” (Welf & Inst. Code, § 4512, subd. (b).) When funding services and supports, regional centers shall ensure “[u]tilization of generic services when appropriate” (Welf. & Inst. Code, § 4646.4, subd. (a)(2)), and the provision of resources must “reflect the cost-effective use of public resources” (Welf. & Inst. Code, § 4646, subd. (a)). The Lanterman Act requires regional centers to control costs so far as possible and to conserve resources that must be shared by many consumers. (See, e.g., Welf. & Inst. Code, §§ 4640.7, subd. (b), 4651, subd. (a), 4659, and 4697.)

3. When purchasing services and supports, “[a] purchase of service authorization shall be obtained from the regional center for all services purchased out of center funds.” (Cal. Code Regs., tit. 17, § 50612, subd. (a).) “The authorization shall be in advance of the provision of service, except as follows: [¶] (1) A retroactive authorization shall be allowed for emergency services if services are rendered by a vendored service provider: [¶] (A) At a time when authorized personnel of the regional center cannot be reached by the service provider either by telephone or in person (e.g., during the night or on weekends or holidays); [¶] (B) Where the service provider, consumer, or the consumer’s parent, guardian or conservator, notifies the regional center within five working days following the provision of service; and [¶] (C) Where

the regional center determines that the service was necessary and appropriate." (*Id.*, subd. (b).)

4. Claimant's mother contends that FDLRC should reimburse her for the costs of educational therapy services for Claimant, which FDLRC has not funded in the past. As the party proposing to change the status quo, Claimant bears the burden of proving the change is justified. (See Evid. Code, § 500; *In re Conservatorship of Hume* (2006) 140 Cal.App.4th 1385, 1388.) The burden of proof requires proof by a preponderance of the evidence, because nothing in the Lanterman Act or another law provides otherwise. (Evid. Code, § 115 ["Except as otherwise provided by law, the burden of proof requires proof by a preponderance of the evidence."].)

Analysis

5. The evidence presented does not show a basis for granting this appeal. FDLRC did not pre-approve the services, and the educational therapy services at issue were not shown to be emergency services. Therefore, the criteria for retroactive authorization and payment for emergency services under California Code of Regulations, title 17, section 50612 are not met. These facts are dispositive of this appeal, notwithstanding the claimed delays of FDLRC in responding to the reimbursement requests of Claimant's mother in 2025 and 2026. The claimed delays do not create an exception to the requirements for retroactive authorization and payment.

6. FDLRC also contends that the reimbursement request should be denied because Claimant's mother did not exhaust generic resources. Claimant's mother opposes that contention with evidence of her nearly two-year dispute with Claimant's school district, culminating in a settlement agreement under which the district paid

most of the educational therapy costs. This additional dispute need not be decided given the dispositive facts described above.

ORDER

Claimant's appeal is denied.

DATE:

THOMAS HELLER

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.