

DEPARTMENT OF DEVELOPMENTAL SERVICES

1600 NINTH STREET, Room 240, MS 2-13
SACRAMENTO, CA 95814
TTY (916) 654-2054 (For the Hearing Impaired)
(916) 654-1897



April 6, 2017

Kurt Van Sciver, President
Kern Regional Center, Inc.
3200 North Sillect Avenue
Bakersfield, CA 93308

Dear Mr. Van Sciver:

Thank you for meeting with the Department of Developmental Services (Department) on March 28, 2017, to discuss Kern Regional Center's (KRC) revised special contract language (SCL). The original contract language, which was transmitted on December 11, 2014, has been amended in an effort to address continued concerns at KRC. We appreciate the time and attention you and the Kern Regional Center, Inc. Board of Directors (Board) have given this issue.

As the Department discussed during the meeting, enclosed is revised SCL. This language will be included in the next contract amendment. Please note the language includes required dates and the specific criteria the Department will use to evaluate KRC's compliance with the provisions. These criteria assume no additional programming or operational issues will arise necessitating revised or new SCL.

The Board has achieved significant progress in its engagement with, and oversight of, the regional center, as well as its ability to work together in a professional manner. Given this improvement, the revised SCL provides the Board a time-limited opportunity to continue to make focused changes within the operations and culture of the regional center to ensure its success as a functional and solvent organization. During this period, the Department will continue its increased oversight to include monthly status updates from the Board. Additionally, as we discussed with you and the Board, in the event KRC is not in significant compliance with the provisions of the SCL within six months, the Department will proceed with termination of KRC's contract.

"Building Partnerships, Supporting Choices"

Kurt Van Sciver, President
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Again, we appreciate the Board taking the time to meet with us. As we continue our collaborative efforts, we hope to see effective and sustainable fiscal management and oversight along with a positive working environment.

Please contact me at (916) 654-1897, if you have any questions.

Sincerely,

Original signed by

NANCY BARGMANN
Director

Enclosure

cc: Robert Riddick, Interim Executive Director
KRC Board Members:
Ismael Romero
Lorie Stewart
Laurie Hughey
Araceli Gonzalez
Kevin Gosselin
Matthew Lagrand
Nickolerene Mensch
Oscar Axume
Quanah Mason
Richard Rodriguez
Tracy Brown
Veronica Quezada

ARTICLE X. ADDITIONAL PROVISIONS

The following is an addendum to the existing Special Contract Language (SCL) executed between the State and Contractor and is intended to address continued, significant concerns identified at the Kern Regional Center (regional center), and to provide a plan to remedy the concerns in a short timeframe. The State recognizes the Contractor's efforts to comply with SCL and progress made by the Contractor and regional center since the implementation of SCL. However, several areas of concern remain. The State requires the Contractor to sustain the SCL and provisions stipulated within, and to keep the State informed of progress on established goals and practices. This addendum is executed for this purpose.

~~1. Assessment and Plan~~

~~By January 30, 2015, Contractor shall conduct an assessment of the regional center and submit to the State: the steps it took to assess the regional center, the result of the assessment, and a detailed plan for how it will address issues revealed by the assessment and the issues noted by the State in its December 11, 2014 correspondence to Contractor.~~

~~2. Board Training~~

~~Contractor shall submit to the State its board training materials pursuant to WIG 4622(g) by January 30, 2015. Contractor shall also assess its unmet Board training needs, develop a plan of correction and submit to the State by January 30, 2015, the results of this assessment and corresponding plan of action.~~

~~3. Employee Morale and Community Relations~~

- ~~a. Contractor shall develop and submit to the State by January 30, 2015, the actions it will take to ensure the working environment at the regional center is such as to assure ongoing compliance with the contract and all applicable laws.~~
- ~~b. Contractor shall develop and submit to the State by January 30, 2015, its plan to fully identify and address community concerns and to develop an open and collaborative relationship.~~
- ~~c. Contractor must take swift action to address and remediate the culture within the organization. Contractor shall take all necessary steps to ensure all employees of the organization are provided a mechanism by which they may express their concerns regarding the Contractor's conduct and operations. By January 30, 2015, Contractor shall inform the State of the steps it has taken and will take to accomplish this outcome.~~

- d. ~~With the assistance of the State's technical assistance team, Contractor shall conduct an assessment of internal and external communications of the organization and develop a plan to ameliorate communications. The plan must be included in the plan Contractor submits to the State by January 30, 2015.~~
- e. ~~Contractor shall take immediate action, within its control, to ensure that community members can fully participate in board meetings. At a minimum, Contractor shall ensure translation services for Spanish speaking participants.~~

1. Contract with Management Organization

By April 15, 2017, Contractor shall enter into an agreement with an organization approved by the State to manage the operations of the regional center for a period of six months, or for other period of time as deemed necessary by the State.

2. Ensuring Regional Center Fiscal Solvency

Contractor shall ensure that the regional center operates within its allocated Operations budget.

3. Hiring of Executive Director

Contractor shall hire, with assistance from the retained management organization, an Executive Director for the regional center by August 31, 2017. The selected individual must be familiar with the developmental disabilities services system and have experience in managing an organization of similar size and complexity as the regional center. Contractor must ensure the Executive Director salary is commensurate with the management needs of the regional center and competitive with other positions requiring a similar skill set.

4. Assessment of Regional Center's Existing Management Team

By June 15, 2017, Contractor, with the assistance of the retained management organization, shall assess the performance and effectiveness of the regional center's existing management team. The assessment shall include, but not be limited to, a review of the appropriate distribution of leadership and responsibilities; working relationships among management, staff and the Contractor; and established relationships with regional center vendors and generic agencies.

5. Evaluation of Current and Ongoing Operations

Contractor, with assistance of the retained management organization, will assess processes for how decisions are made by regional center management to evaluate how staff displays teamwork, consumer and family-centered values,

implementation of the Lanterman Developmental Disabilities Services Act (Lanterman Act), and a commitment to the success of the organization.

6. Enhancing Regional Center Culture

Contractor shall take action to address and remediate the culture within the regional center to ensure the regional center's mission, vision and actions are aligned with the principles of the Lanterman Act and instilled throughout the organization. This will be evidenced by:

- Clear and continued vision and values that are identified and communicated throughout the regional center;
- Established measurable goals and practices that support the vision and values of the regional center;
- Transparency in decision making; and
- Creating a culture of professionalism throughout the regional center.

7. Ensuring Delivery of Regional Center Services

Contractor shall comply with the delivery of case management services by the regional center consistent with the Lanterman Act. Contractor, with the assistance of the management organization, will establish strategies and measures, to include, but not limited to ensuring case management activities align between staff duty statements/job descriptions, performance review tools, and Lanterman Act values and requirements. Contractor shall assess the performance of the regional center by utilizing measurable data points such as, but not limited to, information obtained from the regional center's performance contract and National Core Indicator measurements.

8. Employee Training

By June 15, 2017, Contractor shall assess the training needs of regional center staff and submit to the State for approval a comprehensive plan to implement essential training of all regional center employees regarding the core tenants of the Lanterman Act. The plan shall include changes in law and requirements for the provision of service delivery since state fiscal year 2009-10, cultural sensitivity, and equity in purchase of service spending to underserved populations. The training plan shall be implemented within 30 days of its approval by the State and must be funded with existing resources.

9. Assessment of Infrastructure

Contractor shall assess the regional center's operational infrastructure, with assistance from the management organization. This includes, but is not limited to, communication systems, technology resources, records maintenance, and policies and procedures. Contractor shall develop and maintain a plan for continual assessment and remediation of operational infrastructure issues.

10. Vendor Training

By June 30, 2017, Contractor shall work with its vendor advisory committee to assess the training needs of regional center vendors and submit a plan to the State for approval. The training shall include, but not be limited to, Lanterman Act and Title 17 requirements, compliance with the Home and Community-based Services Waiver, consumer employment, and cultural sensitivity within the communities served by the regional center.

11. Community Engagement

Contractor shall develop an outreach strategy to engage community members and organizations, identify issues and concerns, promote open communication, and maintain a collaborative relationship. The strategy shall include, but not be limited to, dissemination of board and regional center information, and maintenance of information provided on the regional center's website. The strategy must ensure that information is available in Spanish and other languages spoken by regional center consumers and families.

12. Board Training

Contractor shall assess its Board training needs and update the training plan submitted to the State in 2015. The updated plan shall be submitted to the State by June 15, 2017.

4.13. Whistleblower Complaints

Contractor shall immediately comply with the Whistleblower Complaint policy portion of its contract with the State and its own Whistleblower Complaint policy as approved by the State. ~~By January 30, 2015, Contractor shall inform the State of the steps it has taken to comply with these provisions.~~

Contractor shall provide the State, no less than every 30 days ~~starting the effective date of this special contract language~~, a reporting of complaints received under Contractor's Whistleblower policy. This report shall contain, at a minimum, the following information:

- Date complaint received
- Complainant type, if known (i.e., regional center staff, service provider, citizen, etc.)
- Date complainant was acknowledged receipt of complaint (if applicable)
- Nature of complaint
- Detail of investigation under guidance of the Audit Committee
- Results of investigation
- Corrective action taken (if applicable)

5.14. Meetings with the State

Contractor shall meet with the State every 90 30 days, or more often as requested by the State, to discuss Contractor's progress in addressing the regional center's performance issues. The State may, at its discretion, schedule meetings less frequently than every 90 30 days.

15. Timelines

The State may, at its discretion, amend timelines specified in Article X.