**Certified Domestic Violence Center**

**Expiration/Termination Transition Planning Requirements**

1. This document outlines the necessary planning procedures for addressing:
2. The transition activities required upon the expiration of a certified domestic violence center contract at the conclusion of its term.
3. The transition activities mandated in the event of the termination of a certified domestic violence center contract before its scheduled conclusion.
4. The transition to various potential successors, including the Department, certified domestic violence centers, or a combination of managing and service-providing agencies, hereinafter referred to as "a successor."
5. The primary objective and guiding principle of transition planning are to ensure the safety of domestic violence survivors and the uninterrupted provision of services to families during the transition period. Cooperation among all involved parties is imperative for achieving this objective.
6. Throughout the transition period, all elements of the existing contract shall remain in effect, and all services rendered during this period shall comply with contract requirements. Any significant changes in tasks, responsibilities, or activities related to the provision of domestic violence services or related functions shall only occur following written agreement between the Provider and the Department, unless specified otherwise in the Provider’s certified domestic violence center contract or progressive intervention activities.
7. A Contingency Transition Plan, jointly developed and agreed upon by the Provider and the Department, shall include, at minimum:
8. Effective plans for transitioning to various potential successors, such as the Department, another certified domestic violence center, or other reasonable combinations of managing and service-providing agencies.
9. Transition plans for both the expiration and termination of the Provider’s certified domestic violence center contract, including proposed transition timeframes for the transfer of staff, equipment, case management services, administrative functions, and sub-contracted services. These timeframes must allow for the initiation of transition activities at least 180 days prior to contract expiration, and the completion of all transition activities upon expiration or, if termination occurs before the contract term ends, within 180 calendar days from the receipt of a termination notice. Specific transition activities, responsibilities, and deadlines shall be clearly identified.
10. Identification of any additional transition services or functions required by the Provider, the Department, a successor, or any third party to ensure a seamless transition in planning, management, and service delivery, along with proposed means of implementation.
11. Provisions and timetables for the preparation and transfer of existing personnel, where appropriate, to a successor to ensure continuity of service and a seamless transition throughout the phase-out process.
12. Provisions and timetables for informing and educating consumers, staff, stakeholders, community partners, and others on issues relating to the transition, as appropriate.
13. Arrangements for the orderly interim and final transfer of all contract-related records and information from the provider to a successor, including client files, demographics, financial records, and backups.
14. Provisions ensuring the active participation of the Provider’s successor in all transition activities, as well as appropriate agreements granting access to Provider records and information necessary for proper planning and ensuring the safety and continuity of service for domestic violence survivors and families during and after the transition period.
15. No later than 180 days before the contract expiration or within 30 calendar days following the receipt or issuance of a Termination Notice, the Provider shall submit to the Department:
16. An updated inventory report detailing all tangible personal property.
17. Financial reports, including detailed expenditures from the contract's effective date through the month preceding the Termination Notice date.
18. Copies of all subcontracts held by the Provider, along with the most recent monitoring reports and year-to-date expenditure reports for each.
19. A detailed personnel report, encompassing all positions funded wholly or partly through the contract, vacant positions, and projected vacancies.
20. The Department reserves the right to waive some or all the requirements of Section 5.d, to the extent that information provided in previously submitted reports remains unchanged.
21. The Provider agrees not to expend unencumbered contract funds or funds otherwise uncommitted after the receipt or issuance of a Termination Notice without prior consent from the Department during the transition period.
22. Upon receipt or issuance of a termination notice, the Provider shall refrain from entering into any new subcontracts related to services or functions covered under this contract without prior written consent from the Department.