

Community-Based Care Termination Contingency Transition Plan

1. Both parties agree that the primary goal and guiding principle of this Transition Plan will be to ensure child safety and continuity of service to families being served during the transition period, and that mutual cooperation will be essential in achieving this goal.
2. Both parties agree that all elements of this contract shall remain in effect through the entire transition period. Any change in tasks, responsibility or activity relating to the provision of child welfare services or related functions shall occur only following written agreement of both parties.
3. A Contingency Transition Plan, developed and agreed to by both parties, will include, minimally:
 - a. A proposed transition timeframe for the transfer of staff, equipment, case management services, administrative services and functions, and sub-contracted services, that is delineated by program area and geographic region. This timeframe must provide for the completion of all transition activities within **180** calendar days from the date written termination notice is received.
 - b. Identification of any additional transition services or functions required by either party, if necessary, to ensure a seamless transition in service delivery, and proposed means of implementation.
 - c. Provisions and timetables for the preparation and transfer of existing personnel, where appropriate, to the department or the prospective or existing community-based care provider(s) to ensure continuity of service and seamless transition throughout the phase-out process.
 - d. Provisions and timetables for informing and educating consumers, staff, stakeholders, community partners and others on issues relating to the transition as may be appropriate.
 - e. Provision for the orderly transfer of all contract related records from the provider to the department, including, but not limited to: client files, client demographics, financial records and back-up.
4. Within 30 calendar days following receipt of the Termination Notice, the provider shall submit to the department the following:
 - a. An updated inventory report listing all tangible personal property.
 - b. Financial reports including, but not limited to detailed expenditures covering the period from the effective date of the contract through the month preceding the date of the Termination Notice.
 - c. A copy of all subcontracts held by the provider, copies of the most recent monitoring reports, and year-to-date expenditure reports for each.
 - d. A detailed personnel report that includes all positions funded in whole or part through this contract, vacant positions, and projected vacancies.
5. The department may waive any of the requirements of section 4. d, at its sole discretion, if information contained in reports previously submitted by the provider has not changed.
6. The provider agrees that expenditure of unencumbered contract funds or funds otherwise uncommitted by the provider prior to the Termination Notice date will not occur without prior consent of the department during the Transition Period.
7. Consistent with the provision of Section I.I. of the Standard Contract, the provider agrees to not enter into any new subcontracts related to services or functions covered under this contract without the prior written consent of the department.