

TURNOVER REQUIREMENTS

Introduction

Turnover is defined as those activities that the CCN is required to perform upon termination of the Contract in situations in which the CCN must transition contract operations to DHH or a third party. The turnover requirements in this Section are applicable upon any termination of the Contract 1) initiated by the CCN, 2) initiated by DHH, or 3) at the expiration of the contract period and any extensions.

General Turnover Requirements

In the event the Contract is terminated for any reason, the CCN shall:

- Comply with all terms and conditions stipulated in the Contract, including continuation of core benefits and services under the Contract, until the termination effective date;
- Promptly supply all information necessary for the reimbursement of any outstanding claims; and
- Comply with direction provided by DHH to assist in the orderly transition of equipment, services, software, leases, etc. to DHH or a third party designated by DHH.

Turnover Plan

- In the event of written notification of termination of the Contract by either party, the CCN shall submit a Turnover Plan within thirty (30) calendar days from the date of notification, unless other appropriate timeframes have been mutually agreed upon by both the CCN and DHH. The Plan shall address the turnover of records and information maintained by the CCN relative to core benefits and services provided to Medicaid members. The Turnover Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Turnover Plan must be approved by DHH.
- If the Contract is not terminated by written notification as provided above, the CCN shall propose a Turnover Plan six months prior to the end of the contract period, including any extensions to such period. The Plan shall address the possible turnover of the records and information maintained to either DHH or a third party designated by DHH. The Turnover Plan must be

a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Turnover Plan must be approved by DHH.

- As part of the Turnover Plan, the CCN must provide DHH with copies of all relevant member and core benefits and services data, documentation, or other pertinent information necessary, as determined by DHH, for DHH or a subsequent CCN to assume the operational activities successfully. This includes correspondence, documentation of ongoing outstanding issues, and other operations support documentation. The Plan will describe the CCN's approach and schedule for transfer of all data and operational support information, as applicable. The information must be supplied in media and format specified by DHH and according to the schedule approved by DHH.

Transfer of Data

The CCN shall transfer all data regarding the provision of member core benefits and services to DHH or a third party, at the sole discretion of DHH and as directed by DHH. All transferred data must be compliant with HIPAA.

All relevant data must be received and verified by DHH or the subsequent CCN. If DHH determines that not all of the data regarding the provision of member core benefits and services to members was transferred to DHH or the subsequent CCN, as required, or the data is not HIPAA compliant, DHH reserves the right to hire an independent contractor to assist DHH in obtaining and transferring all the required data and to ensure that all the data are HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the CCN.

Post-Turnover Services

Thirty (30) days following turnover of operations, the CCN must provide DHH with a Turnover Results report documenting the completion and results of each step of the Turnover Plan. Turnover will not be considered complete until this document is approved by DHH.

If the CCN does not provide the required relevant data and reference tables, documentation, or other pertinent information necessary for DHH or the subsequent CCN to assume the operational activities successfully, the CCN agrees to reimburse DHH for all reasonable costs, including, but not limited to, transportation, lodging, and subsistence for all state and federal representatives, or their agents, to carry out their inspection, audit, review, analysis, reproduction and transfer functions at the location(s) of such records.

The CCN also must pay any and all additional costs incurred by DHH that are the result of the CCN's failure to provide the requested records, data or documentation within the time frames agreed to in the Turnover Plan.

The CCN must maintain all files and records related to members and providers for six (6) years after the date of final payment under the Contract or until the resolution of all litigation, claims, financial management review or audit pertaining to the Contract, whichever is longer. The CCN agrees to repay any valid, undisputed audit exceptions taken by DHH in any audit of the Contract.