

41 TERMINATION OF THE QUALIFIED VENDOR AGREEMENT UPON REQUEST OF THE QUALIFIED VENDOR

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REVIEW DATE: 5/5/2024

EFFECTIVE DATE: April 1, 2015

REFERENCES: A.R.S. § 36-2904.G; A.A.C. 6-6-2100 et. seq.; Provider Manual Chapter 34; RFQVA DDD-2024

PURPOSE

The purpose of this policy is to outline the requirements Qualified Vendors must meet to request partial or full termination of the Qualified Vendor Agreement from the Division.

DEFINITIONS

1. "Member" means the same as "client" as defined in A.R.S. § 36-551.
2. "Qualified Vendor" or "QV" means a provider of community developmental disability services that has applied for Qualified Vendor status, meets the criteria for Qualified Vendor status, and has entered into a Qualified Vendor Agreement with the Department.

3. “Qualified Vendor Agreement” or “QVA” means the valid, executed contract between the Department and a Qualified Vendor describing the services the Qualified Vendor is qualified to provide and the terms and conditions governing the relationship between the Department and the Qualified Vendor including any amendments, attachments, schedules, or exhibits.
4. “Responsible Person” means the parent or guardian of a minor with a developmental disability, the guardian of an adult with a developmental disability or an adult with a developmental disability who is a Member or an applicant for the Developmental Disabilities program for whom no guardian has been appointed.
5. “Termination Date” means the date upon which the contractual relationship between the Department and the Qualified Vendor ends and the Qualified Vendor Agreement is no longer in effect.

A. REQUEST AND NOTIFICATION TO TERMINATE THE QUALIFIED VENDOR AGREEMENT (QVA)

1. The Qualified Vendor (QV) shall submit a written request to terminate the entire QVA or any services under the QVA on their

agency letterhead to the Division's Contracts Administration Unit (CAU) at DDDcontractsmanager@azdes.gov at least 90 days prior to the Termination Date of the QVA with the reasons for requesting termination of the QVA.

2. The QV shall submit to the Division a draft of the written notice for the Responsible Person and subcontractors, if applicable, regarding the termination for review and approval. The written notification must:
 - a. Meet requirements outlined in Chapter 34 of the Division's Provider Manual; and
 - b. Include assurance that the QVr will assist with transitioning Members to alternate providers.
3. The QV shall mail the approved letter to the Responsible Person and subcontractors, if applicable, upon receipt of approval of the draft letter and of termination acceptance notification from the Contract Manager/designee.

B. QV RESPONSIBILITIES THROUGH THE QVA TERMINATION

1. The QV shall provide services in accordance with the requirements of the QVA until the date of termination and until all service authorizations have been transferred to another QV.

The QV shall:

- a. Continue all management or administrative services until the transition of Members is completed;
- b. Transition Members to other QVs for continuity of services;
- c. Facilitate any medically necessary appointments for Members;
- d. Assist in the training of personnel, at the QV's own expense;
- e. Ensure distribution of client funds to appropriate parties;
- f. Complete and submit copies of all final progress reports to the Division as required in Provider Manual Chapter 35;
and
- g. Pay all outstanding obligations for care rendered to Members.

2. The QV shall email the following financial reports by the 15th of each succeeding month for the prior reporting month, to DDDfinancialstmts@azdes.gov:
 - a. A monthly claims aging report by provider or creditor including Incurred But Not Reported (IBNR) amounts;
 - b. A monthly summary of cash disbursements; and
 - c. Copies of all bank statements received by the QV in the preceding month for the QV's bank accounts.
3. The QV shall submit a final claim to the Division for payment, pursuant to A.R.S. § 36-2904.G.
4. The QV shall, upon termination of the QVA, deliver all goods, materials, documents, data, and reports prepared by the QV under the QVA to the State on demand.
5. The QV shall retain all records as specified in the QVA.
6. The QV shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the QV.