

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES, COUNTY IHSS
AGENCY, and COUNTY INVESTIGATIONS AGENCY

I. PURPOSE

This Memorandum of Understanding (MOU) is being executed between the California Department of Health Care Services (DHCS), the **COUNTY IHSS AGENCY** and the **COUNTY INVESTIGATIONS AGENCY** pursuant to the program integrity protocols established in the "In-Home Supportive Services (IHSS) Uniform Statewide Protocols" dated March 21, 2013, as part of the commitment to deter and prosecute fraud and maintain program integrity within the In-Home Supportive Services (IHSS) Program. This MOU is intended as a supplement to the Uniform Statewide Protocols and does not otherwise supersede any portion of that document.

The purpose of this MOU is to provide a framework to prevent duplication of effort and to ensure appropriate case tracking and reporting in instances where the DHCS is delegating to the county some portion of its responsibility to investigate IHSS fraud. Any errors in communication where multiple agencies have jurisdiction over a case can result in serious adverse outcomes. Thus, the intent of this is to form a working relationship promoting communication and coordination between the DHCS, the **COUNTY IHSS AGENCY** and the **COUNTY INVESTIGATIONS AGENCY**.

II. Responsibilities

A. COUNTY IHSS AGENCY:

1. The **COUNTY IHSS AGENCY** will coordinate with the DHCS and the **COUNTY INVESTIGATIONS AGENCY** to develop a protocol for triage and referral of fraud complaints that is consistent with the Uniform Statewide Protocols. Triaged fraud complaints resulting in Fraud Referrals will be referred to the **COUNTY INVESTIGATIONS AGENCY** with a copy to the DHCS. DHCS will be notified via email sent to fraud@dhcs.ca.gov.
2. When the **COUNTY IHSS AGENCY** becomes aware that an administrative action is warranted on an IHSS case, they shall pursue that action to the extent permissible, including but not limited to recovery, reduction in case hours, and case terminations, unless doing so might interfere with a pending or ongoing investigation. The **COUNTY IHSS AGENCY** shall coordinate with the **COUNTY INVESTIGATIONS AGENCY** and/or DHCS to make the determination when administrative action should be delayed.
3. The **COUNTY IHSS AGENCY** will maintain copies of all complaints, referrals, reports and any other pertinent documents as required by the Uniform Statewide Protocol and any other governing laws and regulations.
4. The **COUNTY IHSS AGENCY** will continue to provide statistical data to the DHCS (via email to: fraud@dhcs.ca.gov) and the California Department of Social Services (CDSS) on a quarterly basis in the format specified by the CDSS.

5. In the event any entity cancels this agreement, the **COUNTY IHSS AGENCY** will utilize established DHCS referral modalities in accordance with statute.
6. The **COUNTY IHSS AGENCY** will assist the **COUNTY INVESTIGATIONS AGENCY** and DHCS in acquiring all necessary IHSS documentation requested by either Agency for the purpose of investigating IHSS fraud. At the request of the **COUNTY INVESTIGATIONS AGENCY** and as determined appropriate by CDSS, the **COUNTY IHSS AGENCY** will provide access to the IHSS Case Management, Information and Payrolling System (CMIPS) for use in IHSS investigations. As directed in W&I Section 12305.82(b)(2), the information shared shall only be used for purposes of preventing and investigating suspected fraud in the IHSS Program, and shall otherwise remain confidential.

B. COUNTY INVESTIGATIONS AGENCY

1. The **COUNTY INVESTIGATIONS AGENCY** will accept all Fraud Referrals from the **COUNTY IHSS AGENCY** and review them to determine if there is reliable evidence that an IHSS Provider or IHSS Recipient has engaged in IHSS fraud in connection with the provision or receipt of in-home supportive services.
2. The **COUNTY INVESTIGATIONS AGENCY** will take the lead role in investigating Fraud Referrals received from the **COUNTY IHSS AGENCY**.
3. Prior to opening an IHSS case from any referral source other than the **COUNTY IHSS AGENCY**, the **COUNTY INVESTIGATIONS AGENCY** will deconflict with DHCS by sending (via email to: fraud@dhcs.ca.gov) the subject(s) name, date of birth, and social security number, as well as the nature of the complaint and name(s) of associated recipient(s)/provider(s) to prevent potential duplication of effort.
4. The **COUNTY INVESTIGATIONS AGENCY** will provide regular referral status updates to the **COUNTY IHSS AGENCY**.
5. The **COUNTY INVESTIGATIONS AGENCY** will provide statistics to DHCS on a quarterly basis. This data will be provided via email (to fraud@dhcs.ca.gov) as an excel spreadsheet using the attached template (Attachment A).
6. When the **COUNTY INVESTIGATIONS AGENCY** becomes aware that an administrative action is warranted on an IHSS case, they will provide sufficient information to the **COUNTY IHSS AGENCY** to proceed with such action, unless doing so would interfere with an ongoing investigation.
7. In the event the **COUNTY INVESTIGATIONS AGENCY** is unable to operate according to the provisions in this MOU, the AGENCY will cancel this agreement as set forth in Section III.
8. When a case promulgated by the **COUNTY INVESTIGATIONS AGENCY** results in the conviction of an IHSS provider, or the **COUNTY INVESTIGATIONS AGENCY** becomes aware of circumstances surrounding a criminal conviction that they believe disqualifies a provider from the IHSS program pursuant to W&IC 12305.81, that would not trigger an exclusion of the provider without such knowledge of the circumstances surrounding the conviction, the **COUNTY INVESTIGATIONS AGENCY** shall refer the issue to the CA Department of Social Services, Adult Programs Division, Program Integrity Unit for review.
9. Whenever the **COUNTY INVESTIGATIONS AGENCY** becomes aware of a conviction of an IHSS provider for a crime substantially related to the practice of providing In-Home Supportive Services,

the **COUNTY INVESTIGATIONS AGENCY** shall request a suspension of the provider from the Medi-Cal Program by completing form DHCS 9094, Request for Suspension of Medi-Cal Payment Eligibility (<http://www.dhcs.ca.gov/formsandpubs/forms/Pages/LGforms.aspx>), and forwarding it with a cc to the **COUNTY IHSS AGENCY**, to: Office of Legal Services, MS 0010, Attn: Mandatory Suspension Desk, Department of Health Care Services, P.O. Box 997413, Sacramento, CA 95899-7413.

C. CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

1. Upon receipt of a fraud complaint from the **COUNTY IHSS AGENCY**, DHCS will conduct a case review to determine if the complaint already exists in their case tracking system. Should DHCS find that they already have a complaint on the subject, they will notify all other parties to this agreement, and unless agreement is made to the contrary, will become the primary investigative Agency for the complaint.
2. DHCS will continue to conduct IHSS fraud investigations in **COUNTY IHSS AGENCIES** based on referrals generated through their internal protocols. DHCS may make additional case referrals to the **COUNTY INVESTIGATIONS AGENCY** as determined appropriate by the two Agencies.
3. DHCS will be available to assist the **COUNTY IHSS AGENCIES** in joint investigations as needed.
4. When DHCS becomes aware that an administrative action is warranted on an IHSS case, they will provide sufficient information to the **COUNTY IHSS AGENCY** to proceed with such action, unless doing so would interfere with an ongoing investigation.
5. DHCS will meet quarterly with the **COUNTY AGENCIES** to discuss cases and policy issues.
6. DHCS reserves the right to take any case in the event the **COUNTY INVESTIGATION AGENCY** fails to refer a case for investigation and/or prosecution.
7. DHCS will provide quarterly statistical data to the CDSS.

III. Duration

This MOU shall remain in effect until a request to cancel the MOU is made, in writing, by any party. The MOU will be cancelled thirty days after the request to cancel notification is received from the requesting party. Notification to DHCS must be sent to fraud@dhcs.ca.gov.

BY: _____
XXX, Title
COUNTY IHSS AGENCY

BY: _____
XXX, Title
COUNTY INVESTIGATIONS
AGENCY

BY: _____
Laura Wilbur, Chief
CA Department of
Health Care Services,
Investigations Branch

Dated: _____

Dated: _____

Dated: _____

Attachment A:

County Investigations Summary Report

Reporting Agency:	
Reporting Date Range:	Choose an item.
Total Fraud Referrals Received	
Fraud Referrals Received from County IHSS Agency	
Fraud Referrals Received from DHCS (if applicable, otherwise N/A)	
Fraud Referrals Received from Other Sources	
Investigations Opened	
Investigations Completed	
Cases Referred for Prosecution	
Criminal Complaints Adjudicated	
Search Warrants/Subpoenas Served	
Number of Arrests Made	
Administrative Action Warning Letters Issued	
Cases Referred to Recovery	
Providers Referred to DHCS for Mandatory Provider Suspension	