

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES, IN-HOME
SUPPORTIVE SERVICES PROGRAM, and HUMBOLDT COUNTY SPECIAL
INVESTIGATIONS UNIT

I. Purpose

This Memorandum of Understanding (MOU) is being executed between the California Department of Health Care Services (DHCS), the Humboldt County In-Home Supportive Services Program and the Humboldt County Special Investigations Unit 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 Humboldt County In-Home Supportive Services Program (IHSS) and the Humboldt County Special Investigations Unit (SIU).

II. Responsibilities

A. HUMBOLDT COUNTY IN-HOME SUPPORTIVE SERVICES PROGRAM:

1. IHSS will coordinate with SIU to develop a protocol to triage all fraud complaints that is consistent with the Uniform Statewide Protocols. Triaged fraud complaints resulting in Fraud Referrals will be referred to SIU under the established procedures. This procedure will be provided to the DHCS upon request.
2. When IHSS 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. IHSS shall coordinate with SIU to make the determination when administrative action should be delayed.
3. IHSS 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. IHSS will 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, IHSS will utilize established DHCS referral modalities in accordance with statute.

6. IHSS will assist SIU and DHCS in acquiring all necessary IHSS documentation requested by either Agency for the purpose of investigating IHSS fraud. At the request of SIU and as determined appropriate by CDSS, IHSS 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. HUMBOLDT COUNTY SPECIAL INVESTIGATIONS UNIT

1. SIU will accept all Fraud Referrals from both IHSS and DHCS. SIU will review all Fraud Referrals received to determine if there is reliable evidence that a supportive services provider or recipient has engaged in fraud in connection with the provision or receipt of in-home supportive services.
2. The SIU will take the lead role in investigating all IHSS Fraud Referrals in the County.
3. SIU will provide regular referral status updates to IHSS.
4. SIU 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).
5. When SIU becomes aware that an administrative action is warranted on an IHSS case, they will provide sufficient information to IHSS to proceed with such action, unless doing so would interfere with an ongoing investigation.
6. In the event SIU is unable to operate according to the provisions in this MOU, the AGENCY will cancel this agreement as set forth in Section III.
7. When a case promulgated by SIU results in the conviction of an IHSS provider, or SIU 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, SIU shall refer the issue to the CA Department of Social Services, Adult Programs Division, Program Integrity Unit for review.
8. Whenever SIU becomes aware of a conviction of an IHSS provider for a crime substantially related to the practice of providing In-Home Supportive Services, SIU 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](#), Request for Suspension of Medi-Cal Payment Eligibility, and forwarding it with a cc to IHSS, 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. DHCS will continue to triage fraud complaints received through its various fraud complaint hotlines. Triageed fraud complaints resulting in Fraud Referrals will be referred to SIU.
2. DHCS will be available to assist Humboldt County Department of Health & Human Services (DHHS) in joint investigations as needed.
3. DHCS will meet quarterly with DHHS to discuss cases and policy issues.

4. DHCS reserves the right to take any case in the event SIU fails to refer a case for investigation and/or prosecution.
5. 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 30 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: _____
Connie Beck, Director
Humboldt County IHSS

BY: _____
Connie Beck, Director
Special Investigations Unit

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	
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	