**COORDINATED CARE INITIATIVE**

**DUAL DEMONSTRATION PROJECT**

## MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**[INSERT COUNTY NAME]**

## AND

**[INSERT MANAGED CARE PLAN NAME]**

# I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the County of [INSERT COUNTY NAME] hereinafter referred to as “COUNTY” and [INSERT MANAGED CARE PLAN NAME] hereinafter referred to as “PLAN”, to allow for COUNTY to perform activities to support the provision of In-Home Supportive Services (IHSS) as a managed care benefit under the Coordinated Care Initiative.

**II. TERMS**

This MOU is entered into this (Date) day of (Month), (Year), in the State of California by and between COUNTY and PLAN and shall be effective until the (Date) day of (Month), (Year).

This MOU may be extended, upon both parties agreement in writing, before or after the term expires.

**III. SCOPE OF WORK**

Welfare and Institutions Code (WIC) section 14186.35(a) requires that IHSS be a Medi-Cal benefit available through managed care health plans in specified counties. WIC section 14186(b)(6) states that it is the intent of the Legislature that in providing IHSS as a managed care benefit “counties continue to perform functions necessary for the administration of the IHSS program, including conducting assessments and determining authorized hours for recipients.” Furthermore, WIC section 14186.35(a) requires that, as a managed care benefit, managed care health plans must administer the program in a specified manner, including entering into an MOU with each county where IHSS is provided as a managed care benefit to allow the county to continue to perform specified functions.

PLAN is the entity responsible for the provision of IHSS as a benefit of managed care through a contract with the California Department of Health Care Services. COUNTY will perform tasks related to the administration of the IHSS program specified in WIC Section 14186.35(a)(9). This MOU gives the county the authority to perform these functions under a managed care system.

Additionally, this MOU allows for the sharing of confidential recipient information to and from both parties to this MOU to promote shared understanding of the consumer’s needs and ensure appropriate access to IHSS.

This MOU does not contain a funding component. There is no budget for this MOU.

**IV. COUNTY RESPONSIBILITIES**

1. COUNTY will assess, approve and authorize each IHSS recipient’s initial and continuing need for services pursuant to article 7 (commencing with Section 12300) of chapter 3 of the Welfare and Institutions Code. Assessments shall be shared with care coordination teams established pursuant to WIC section 14186.35(a)(4). Additional input from the coordination team may be received and considered by COUNTY.
2. COUNTY shall enroll IHSS providers, conduct provider orientation, and retain enrollment documentation in the manner set forth in Welfare and Institutions Code section 12301.24 and 12305.81; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
3. COUNTY shall conduct criminal background checks on all potential providers of IHSS and exclude providers consistent with the provisions set forth in WIC sections 12305.81, 12305.86 and 12305.87; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
4. COUNTY shall provide assistance to IHSS recipients in finding eligible providers through the establishment of a registry as well as provide access to training for providers and recipients as set forth in WIC Section 12301.6; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
5. COUNTY shall continue to provide their local public authority with referral information of all IHSS providers for the purposes of wages and benefits until the transition to the California In-Home Supportive Services Authority is complete.
6. COUNTY shall provide all IHSS providers with information regarding the responsibilities of the California In-Home Supportive Services Authority.
7. COUNTY shall provide the California In-Home Supportive Services Authority with referral information of all IHSS providers for the purposes of wages and benefits, upon the transition of the county into the California In-Home Supportive Services Authority pursuant to subdivision (a) of Welfare and Institutions Code section 12300.7.
8. COUNTY shall pursue overpayment recovery as set forth in WIC section 12305.83.
9. COUNTY shall perform quality assurance activities including routine case reviews, home visits, and detecting and reporting suspected fraud pursuant to WIC Section 12305.71.
10. COUNTY shall share confidential data necessary to implement the provisions of WIC Section 14186.35.
11. COUNTY shall appoint an advisory committee of not more than 11 people, and no less than 50 percent of the membership of the advisory committee shall be individuals who are current or past users of personal assistance paid for through public or private funds or recipients of IHSS services.
12. COUNTY shall participate in administrative fair hearings conducted pursuant to WIC section 10950 et seq. by preparing a county position statement that supports the county action and participating in the hearing as a witness where applicable.
13. COUNTY will designate a contact person to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. COUNTY will immediately notify PLAN in writing of a change in the liaison. The contact person at COUNTY will be:
14. [INSERT ANY ADDITIONAL AGREED UPON FUNCTIONS]

O. COUNTY may receive confidential recipient information necessary from the PLAN to promote shared understanding of the consumer’s needs and ensure appropriate access to IHSS.

P. COUNTY will store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.

Q. COUNTY shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.

**V. PLAN RESPONSIBILITIES**

1. PLAN shall share confidential beneficiary information with COUNTY to promote shared understanding of the consumer’s needs and ensure appropriate access to IHSS.
2. PLAN may receive confidential beneficiary information necessary to implement the provisions of WIC section 14186.35 and this MOU and will use such data only for such purposes.
3. PLAN will store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.
4. PLAN shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.
5. PLAN, in consultation with COUNTY shall establish a referral process, care coordination team processes, and other coordination that needs to be established or enhanced to promote the integration of the IHSS Program into managed care.
6. PLAN will designate a contact position, with the current employee’s name, to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. PLAN will immediately notify COUNTY in writing of a change in the liaison. The contact position at PLAN and contact information is::
7. Plan will notify the County when emergency backup services are authorized so that the hours provided can be deducted from the IHSS authorized hours.
8. [INSERT ADDITIONAL AGREED UPON FUNCTIONS]

**VI. INDEMNIFICATION**

PLAN shall not be deemed to be the employer of an individual IHSS provider referred to recipients under section 14186.35 for the purposes of liability due to the negligence or intentional torts of the individual provider.

**VII. DATA SHARING**

COUNTY and PLAN will agree to the roles and responsibilities of the sharing of protected health information (PHI) and other confidential beneficiary information for the purposes set forth in WIC sections 14186.35 (a)(8) and (9)(B)(ix).

The COUNTY and PLAN will agree on a secure system of sharing information relating to the dispensation of Fair Hearing cases of IHSS recipients.

**VIII. LEGAL SERVICES**

In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this MOU, each party shall bear its own costs, including attorney's fees.

**IX. GENERAL PROVISIONS**

1. PLAN and COUNTY agree to comply with any applicable provisions of Welfare and Institutions Code section 10850 and any other applicable federal and state laws regarding data security and confidentiality including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, Pub. L. 014-91.
2. This MOU may be amended at any time by written, mutual consent of all parties.
3. This MOU may be extended, upon both parties agreement in writing, before or after the term expires.
4. This MOU will be terminated if the contract between DHCS and the Plan is terminated
5. This MOU is not effective until signed by both parties.
6. INSERT ANY EXHIBITS THAT THE COUNTY OR PLAN WISH TO INCLUDE IN THE MOU

**X. CORRESPONDENCE**

All correspondence concerning this MOU should be sent to:

COUNTY: (Address)

PLAN: (Address)

This document, consisting of (X) pages, is the full and complete MOU between COUNTY and PLAN.

Date PLAN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief Executive Officer

Date COUNTY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DIRECTOR

Date: Approved as to Legal Form

(Legal Counsel)COUNTY

PLAN

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_