

**Appendix AL to the 2008 State and County Contract
Covering Social Services and Community Programs**

Title: Administration of Income Maintenance Programs

It is further understood and agreed to by both parties through this attachment to the calendar year 2008 "State and County Contract Covering Social Services and Community Programs" that:

I. Funds Provided/Period Covered/Contract Administrator

Funds in the amount identified in this contract are provided for the period January 1, 2008, through December 31, 2008. Funding for the IM Agency will be provided in accordance with the 2008 State and County Final Allocation Spreadsheet. The amount of state funding allocated to the IM agency on January 1, 2008 is shown in the 2008 State and County Spreadsheet column CH. Allocations can be viewed at <http://dhfs.wisconsin.gov/sca/>. The remainder of the state funding will be allocated on July 1, 2008. All federal funding will be allocated to the agency on January 1, 2008. Federal funding is available to match the available state funding and any local funding used as match.

The Department of Health and Family Services (DHFS) employee responsible for the administration of this Appendix will be Eden Schafer, whose principal address is:

Department of Health and Family Services
Division of Health Care Financing
Bureau of Eligibility Management
Program Management Section
One West Wilson St., Room 1050
Madison, Wisconsin 53701

In the event that the Contract Administrator is unable to administer this Appendix, the Department will notify the County and designate a new Contract Administrator.

II. Purpose and Service Conditions on the Use of the Additional Funds

The County may use these additional funds only for the following purposes and under the following service conditions:

For expenses incurred in the administration of the Income Maintenance (IM) Programs in accordance with Department guidelines for the programs identified in Sec. 49.78, Wis. Stats., and further specified in Section VI of this Appendix.

For the administration of the Public Assistance Fraud Program – Program Integrity: Program Integrity consists of two components: 1) Fraud Prevention (also referred to as Front-End Verification) as referenced in the Income Maintenance Manual, and 2) Fraud Administrative Functions.

For the administration of Fraud Investigation Services.

Failure to meet these purposes and conditions will result in the loss of these funds by the County and their repayment by the County to the Department.

III. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned under the following condition(s):

- These funds may be used for all approved purposes as specified in Section II and may be earned without regard to other funding sources.
- The Department shall apply these conditions in determining the close of the contract. The amount of a subsequent audit adjustment on the funds in this contract shall be based exclusively on these conditions.

IV. Fiscal and Client Reporting on the Use of the Additional Funds

These additional funds must be reported according to the CARS Consolidated County HS/IM Programs Manual as directed by the Department for the following Income Maintenance Activities:

- IM Administration
- Fraud Investigation
- Program Integrity
- Medicaid Transportation
- W-2 Funeral and Cemetery
- Non W-2 Funeral and Cemetery

Failure to report these funds as specified above will result in the loss of these funds by the County and their repayment by the County to the Department.

V. Payment Procedures

These funds shall be paid in accordance with the State and County Contract Covering Social Services and Community Programs.

VI. IM Agency's Responsibilities for IM Programs

Income Maintenance Agency is defined as a subunit of a County or Tribal government responsible for administering IM Programs.

An IM case is defined as a case applying for, enrolled in, or receiving benefits from one or more IM Programs.

IM Programs are defined as the following: the FoodShare Program; Medicaid and BadgerCare Programs; Family Care Program, including Family Care Non-MA; SSI Caretaker Supplement Program; and the Cemetery, Wisconsin Funeral and Cemetery Aids Program (WFCAP). The definition of IM programs will be modified to include the BadgerCare Plus program, if BadgerCare Plus is implemented by the Department.

General Requirements: The IM Agency agrees to perform the services provided as specified in this Appendix in accordance with: Wisconsin statutes and administrative rules; federal laws, rules and regulations; court orders; and the Department's policies and procedures for IM Cases in effect and disseminated in Administrator's Memos, Operations Memos, Handbooks or Manuals.

Agencies may not modify state designed and required forms or publications. Agencies may not substitute their own application or other forms, unless approved by DHFS. Agencies are permitted to translate these state forms and publications to other languages as needed if not available from DHFS.

The IM agency shall notify the Contract Administrator of this appendix within ten (10) business days whenever an IM agency relocates their IM facility. In addition, the IM agency shall update all contact information as required by the Department. The Department shall identify required contact information in an Administrator's Memo.

The administration of IM Programs includes the following activities: entering client data into the designated automated system for IM programs; accurately explaining IM programs and policies to clients and others as needed; collecting a premium; running and confirming eligibility in the designated automated system for IM programs; requesting and processing verifications; establishing a claim when an overpayment occurs; explaining estate recovery and filling out appropriate forms; and preparing a response for and fully representing the interests of the IM Program at fair hearings. Additional activities are outlined in the CARS Consolidated County HS/IM Programs Manual under CARS Profile 76.

VII. FoodShare Program

The IM Agency shall perform responsibilities related to the FoodShare Program and comply with all federal and state laws and rules, and the Department's policies and procedures. This includes all responsibilities related to operations of Electronic Benefit Transfer under the FoodShare Program.

VIII. Medicaid and BadgerCare Programs

The IM Agency shall perform responsibilities related to the Medicaid, [Medical Assistance (MA)] and BadgerCare Programs and comply with all federal and state laws and rules, and Department policies and procedures for the Medicaid and BadgerCare Programs. This includes responsibilities for the Medicaid Purchase Plan, Well Woman Medicaid, the Family Planning Waiver Program, other sub-programs of Medicaid, and the Estate Recovery Program.

IX. Other IM Programs

The IM Agency shall perform all responsibilities and comply with all federal and state laws and rules and the Department's policies and procedures related to other IM Programs as defined in Section VI of this Appendix, and all program components including, but not limited to: Public Assistance Fraud; Program Integrity; and Medicaid Transportation.

X. IM Training

Income Maintenance Worker is defined as a person employed by a County or Tribe whose duties include determinations or redeterminations of IM Program eligibility.

New IM worker is defined as a person who is employed by a County or Tribe and who has not completed initial IM worker training.

The Department shall make initial IM worker training available to new IM workers directly or through contractors. The IM Agency shall ensure that each new IM worker completes the Department's initial IM worker training during the first six (6) months of employment, to the extent the training is made available.

The Department shall develop an ongoing course or courses for experienced IM workers and shall make the course or courses available each year directly or through contractors. The Department shall define required training courses and develop a standardized curriculum. Agencies are required to ensure that IM workers complete mandatory training and demonstrate knowledge of and ability to correctly apply the training information through a mandatory assessment that will be administered by DHFS after the training is completed. DHFS will seek advice from the Income Maintenance Advisory Committee (IMAC) in determining which training(s) shall be mandatory and for which local agency staff.

Under the Food and Nutrition Services (FNS) 113 Civil Rights Handbook, the IM agency shall ensure that all FoodShare eligibility workers and FoodShare supervisors receive civil rights training annually during each federal fiscal year. DHFS will provide local agencies with training information and materials.

The IM Agency shall ensure that experienced IM workers have knowledge of and ability to correctly apply policy and process changes upon the release date or effective date, whichever is later, of Operations Memos or other training materials, handbooks or manuals. Exceptions to the time period will be identified for specific training items at the discretion of the Department and at the time of publication of the document(s). If the IM Agency fails to meet IM Training requirements as described in this provision, the Department may implement the Corrective Action provisions as set forth in Section XX of this Appendix.

XI. Customer Service Feedback

The IM Agency shall gather feedback from applicants and participants concerning their level of satisfaction with IM services, to identify barriers to the provision of quality services, and to identify ways to improve service delivery. The IM Agency will use the Department's Standard Customer Service Feedback form to assess their customer service delivery system. The Feedback form will solicit customer input about the quality of service provided by agency staff. Feedback forms should be made available for customers to complete in the agency. The IM Agency shall submit the completed Customer Service Feedback forms at least quarterly to the Contract Administrator for this Appendix. Results will be reviewed as part of the IM Agency's Management Evaluation Review (MER).

XII. IM Agency Performance Standards

The following performance standards are defined for the contract:

1. Timely Case Processing

All FoodShare applications and all Medicaid applications that do not involve a disability determination must be processed within 30 days. Expedited FoodShare benefits must be processed within seven (7) days. If the IM Agency does not meet a 95% standard for timely application processing, the Department may implement the Corrective Action provisions as set forth in Section XX of this Appendix.

2. Payment Accuracy - Second Party Reviews

The IM Agency will complete 100% of the Medicaid and FoodShare Second Party Reviews as defined by the Department. If the IM Agency does not complete 100% of the Second Party Reviews required by the Department, the Department may implement the Corrective Action provisions as set forth in Section XX of this Appendix.

3. Payment Accuracy- FoodShare Negative Case Error Rate

The FoodShare negative case review measures the accuracy of case denials and terminations. The negative error rate for FoodShare cases in the IM agency must not exceed 6%. If the negative error rate for FoodShare cases in the IM Agency exceeds 6%, the Department may implement the Corrective Action provisions as set forth in Section XX of this Appendix. A separate Administrator's Memo will be issued describing the details and the process used for monitoring this provision.

4. Payment Accuracy- FoodShare Active Payment Error Rate

The FoodShare payment case review measures the accuracy of eligibility and benefit determinations. The payment error rate for active FoodShare cases in the IM agency must not exceed 5.5% annually. If the payment error rate for active FoodShare cases in the IM Agency exceeds 5.5%, the Department may implement the Corrective Action provisions as set forth in Section XX of this Appendix. A separate Administrator's Memo will be issued describing the details and the process used for monitoring this provision.

5. Payment Accuracy- Medicaid/SCHIP Active Payment Error Rate

The payment error rate for active Medicaid and SCHIP cases in the IM agency must not exceed 3% annually. The Medicaid/SCHIP active payment error rate is measured using the Payment Error Rate Measurement (PERM) methodology. The payment error rate is calculated by dividing the sum of overpayments and underpayments by the total amount of Medicaid claims paid on the recipients' behalf during the sample month. If the payment error rate for active Medicaid and SCHIP cases in the IM Agency exceeds 3%, the Department may implement the Corrective Action provisions as set forth in Section XX of this Appendix. A separate Administrator's Memo will be issued describing the details and the process used for monitoring this provision.

6. Failure to prepare for and attend IM Fair Hearings

When a person is dissatisfied with a county or tribal agency's action on his/her request for or amount of benefits, the client may request an administrative review by the Division of Hearings and Appeals (DHA) through the fair hearing process. Agencies are required to prepare for and attend all fair hearings pertaining to an action of the IM agency. This includes ensuring that all documents that support the action taken by the agency are available. Agencies are required to thoroughly document events pertaining to the issue with date, place, and identity of any person involved and be prepared to introduce at the hearing any testimony, exhibit(s), and material from the case record and other sources pertinent to a decision. If the agency fails to prepare for and attend fair hearings, the Department may implement the Corrective Action provisions as set forth in Section XX of this Appendix.

XIII. Reporting

The IM Agency shall submit reports specified by the Department, as necessary, to comply with federal and state requirements.

XIV. Information Technology Requirement

The IM agency shall provide for information technology security in accordance with the Department's policies and procedures.

XV. Procurement and Subcontracting

1. **Applicable Law.** The IM Agency agrees to conduct all procurement transactions in a manner consistent with all applicable federal and state requirements.
2. **Equipment.** The IM Agency agrees to comply with the Department's policies and procedures regarding equipment procured under this Contract including inventories, minimum operating standards, installation, ownership, depreciation, moves, repair and maintenance. The Department may permit a waiver of depreciation of equipment on a case-by-case basis when allowed by federal and state law for purchases made with funds provided under this Contract.

3. Agency Responsible. The IM Agency remains responsible for performance of any service under this Contract that is subcontracted.
4. Subcontracting. The IM Agency may subcontract for some or all of the services covered by this Contract with the exception of eligibility determination, which must be performed by the IM Agency or under agreement with other IM agencies. Subcontracts must adhere to Section 46.036, Wis. Stats., and the Department's policies and procedures. All subcontracting arrangements must be approved by DHFS as described in the Administrator's Memo Series.
5. Instructions and Monitoring. The IM Agency shall establish instructions and monitoring procedures to ensure each subcontractor complies with this Contract, applicable state and federal laws, rules and regulations and the Department's policies and procedures.
6. Related Parties. Prior to signing a subcontract with a "related party" as defined in the Department's Financial Management Manual, and regardless of the subcontract approval procedure used, the IM Agency shall notify the Department's Contract Administrator of any such proposed subcontract.

XVI. Cooperation

The IM Agency shall cooperate with the Department, W-2 Agency, any other IM Agency, and the contractors of the Department and of any IM or W-2 Agency in the administration of IM Programs.

XVII. Funding Change

The IM Agency agrees that the obligations of the Department under this Appendix are limited by and contingent upon legislative authorization and budget appropriations. If, during the Contract Term, the appropriations which fund programs under this Contract are not made or are repealed or reduced by actions of the Legislature or otherwise, then the Department shall notify the IM Agency which services shall be performed by the IM Agency. If the IM Agency makes a determination that additional changes in required services are necessary because of the lack of funds, the IM Agency may, within thirty (30) calendar days, present a proposed plan to the Department for modifications in required services, and the Department will respond within thirty (30) calendar days to such a proposed plan in making its final decision on the services to be performed.

XVIII. Payment

Federal Matching Funds: The Department will make a concerted effort to obtain County Share/Federal Match (earned) for IM Programs and will pass through to the County any Federal funds earned above the County's Income Maintenance Administrative Allocation (IMAA).

Federal funds are earned through the Income Maintenance/Wisconsin Works Random Moment Sample (IM/W2 RMS) in accordance with the federally approved cost allocation plan. The County will participate in the IM/W2 RMS. The County will report shared costs in compliance with instructions for the IM/W2 RMS. The Department and the IM Agencies intend to work together to ensure appropriate federal earnings.

Allocation Adjustment: It is the intent of the Department and the IM Agencies to work together to assure that all funds available for the administration of the IM Programs are used effectively and timely.

Enhanced Federal Funding: The Department and the IM Agencies, through the IM Advisory Committee, shall jointly develop options for the Department's consideration concerning opportunities to receive performance bonuses for the FoodShare Program.

XIX. On-Site Visits

The Department may conduct such on-site visits as the Department deems necessary to determine the IM Agency's compliance with this Appendix.

XX. Corrective Action

Corrective Action is defined as action by the IM Agency that the Department deems necessary to remedy noncompliance with this Contract or Appendix.

Requirement to Submit: Within five (5) business days of receipt by the IM Agency of notice of failure to perform any provision of this Appendix, including meeting performance standards, the IM Agency shall submit to the Department, for approval, a Corrective Action Plan to address the deficiency. The Corrective Action Plan must be submitted to the DHFS Regional Office and the Contract Administrator of this Appendix. The plan must also be submitted to the Director of the Bureau of Eligibility Management (BEM), Division of Health Care Financing, Wisconsin Department of Health and Family Services, One West Wilson Street, Madison, Wisconsin 53701.

Failure to Submit or Implement: A failure by the IM Agency to submit an approvable Corrective Action Plan or a failure by the IM Agency to implement a Corrective Action Plan within ten (10) business days of approval of the Corrective Action Plan by the Department shall constitute uncorrected nonperformance and result in a payment adjustment under Section 3.05 of this contract. A Corrective Action Plan is considered approvable if it is determined by the Department that the plan was submitted timely and meets all of the requirements identified by the Department in the Department's notice under this Section.

XXI. Disputes

Income Maintenance Advisory Committee (IMAC) is defined as a body of local representatives selected under the Department's policies and procedures to provide input and advice to the Department on matters relating to IM Programs and the Appendix. In addition, the IM Advisory Committee serves as the body that may, at the Committee's discretion, receive, hear, and make recommendations to the Department in disputes in accordance with this Section.

Notwithstanding the provisions of this contract, the County's sole and exclusive method of resolving any dispute or controversy arising out of or relating to this Appendix shall be the complaint process provided in this Section. The County may address a written complaint to the Chief Legal Counsel of the Department at the following address: Department of Health and Family Services (DHFS), Chief Legal Counsel, 1 West Wilson Street, Room 650, Madison, Wisconsin 53702. At the same time the complaint is filed with the Department's Chief Legal Counsel, the complaint may also be filed with the IM Advisory Committee (with notice to the Chief Legal Counsel) for the Committee's consideration. The IM Advisory Committee may consider the complaint no later than at its next regularly scheduled monthly meeting. If the complaint is not filed with the IM Advisory Committee, the Chief Legal Counsel shall respond in writing within fifteen (15) business days, or as soon as possible, to resolve the complaint. If the complaint is filed with the Committee, the Chief Legal Counsel shall respond within fifteen (15) business days of receipt of the IM Advisory Committee's recommendation, or as soon as possible to resolve the complaint. If the Chief Legal Counsel is unable to respond to the complaint within fifteen (15) business days, the Chief Legal Counsel shall notify the Agency within the fifteen (15) days of the date by which a response can be expected. If either the County or the Department's Contract Administrator of this Appendix is not satisfied with the response, either the County or the Department's Contract Administrator of this Appendix may request a review of the response by the Wisconsin Division of Hearings and Appeals. The decision of the Division of Hearings and Appeals shall be sent to the Department's Secretary. The Secretary or designee shall respond to the complainant in writing within ten (10) business days of receipt of the Division of Hearings and Appeals decision.

XXII. Agency Preventable Errors Assessment

Agency Preventable Error is defined as an error in calculation or issuance of FoodShare benefits which the IM Agency could have prevented through the correct application of the Department's policies and procedures in effect and disseminated in Administrator's Memos, Operations Memos, Handbooks or Manuals. The case file may be paper or electronic and includes, but is not limited to, information in CARES, KIDS, data exchanges and interfaces accessible at the time the determination was made.

Accountability: The IM Agency will be held accountable for errors for FoodShare cases that the IM Agency could have prevented by complying with the Department's policies and procedures and taking appropriate action on the case. A preventable agency error assessment may be made for each inaccurately issued benefit that could have been prevented by the IM Agency. The error assessment will be imposed if the following criteria are met:

- A. Wisconsin has been assessed a sanction during the contract period by the federal government for FoodShare errors.
- B. The IM Agency has a sample of 30 or more cases that were selected and reviewed for the Federal Quality Control sample.
- C. The IM Agency has a FoodShare error rate either above the federal tolerance level, or 6%, whichever is higher for the time period for which Wisconsin has been assessed a sanction.

The method used to calculate the error assessment for the IM agency is as follows:

1. The Department will calculate the agency preventable error dollar amount statewide as a percentage of the total dollars in error statewide. This percentage is applied to the federal sanction amount assessed against the state to derive the maximum amount statewide that the Department will pass-through to local IM agencies.
2. The Department will calculate the IM agency's agency preventable error as a percentage of the statewide agency preventable error amount. This percentage will be applied to the maximum amount statewide that the Department has determined will be passed-through to local IM agencies to determine the error assessment for the IM agency.
3. The amount of the error assessed against the IM agency shall be 1% of the IM agency's base Income Maintenance Administration Allocation (IMAA), or the actual amount as calculated in item 2 above, whichever is lower.

The base IMAA is defined to include any one-time supplemental funding provided to the County for IM administration for the calendar year. The base IMAA does not include: the separate allocations for fraud; program integrity; MA transportation; W-2 funeral and cemetery, or Non W-2 funeral and cemetery; funding provided under the family care addendum; estate recovery incentive payments; or County IM contributions (overmatch).

For example, if the statewide total dollars in error is \$10,000 and the agency preventable error portion is \$5,000 then 50% of any sanction would be associated with agency preventable error. If the state received a sanction of \$400,000 then 50% (\$200,000) would be associated with agency preventable error and subject to a pass-through.

If a local agency accounted for 20% of the state's total agency preventable error then that agency would be sanctioned \$40,000 (20% of \$200,000) or 1% of the IM agency's base IMAA, whichever is less.

The IM Agency will receive notice of the total agency preventable error assessment for a federal fiscal year no later than sixty (60) calendar days following receipt by the Department of the official sanction notification from the federal government that Wisconsin has exceeded the national error tolerance level. The notice to the IM Agency will include the amount that will be withheld from the IM Agency's reimbursement payment.

XXIII. Joint Error Reduction Initiatives

The Department agrees to work with local agencies through the IMAC and its subcommittees to jointly develop strategies to effectively address payment accuracy in IM programs. One of the subcommittees will function as a technical work group focusing on quality assurance to propose balanced strategies that specify actions at both the State and local levels needed to reduce the most costly errors. Options to be considered shall include, but not be limited to, additional training at a level of detail and specificity local agencies deem necessary, policy revisions to simplify IM program administration, streamlined and current policy communication procedures, best local practices identified by agencies with low error rates, automated systems modified or developed to assure accuracy and promote effective use by line staff, and local reinvestment options for counties to offset penalty amounts.

XXIV. Liquidated Damages

1. Liquidated damages for errors identified through the FoodShare Quality Assurance (FSQA) Review, Medicaid Eligibility Quality Control (MEQC) Review, and Payment Error Rate Measurement (PERM) Review.

In addition to other remedies in this Contract or this Appendix, the Department may conduct a review of any of the activities under this Appendix to assure that eligibility and benefits are accurately determined and certified for all IM programs. IM case specific errors must be corrected as identified through FSQA reviews, MEQC reviews, and PERM reviews, which could include termination of current and future benefits, the calculation of overpayment amounts and claims establishment, or restoration of benefits that were incorrectly under-issued, denied or terminated.

When the Department identifies an error in benefits the IM agency will have thirty (30) calendar days from receipt of written notification of the error from the Department to correct the error or provide the Department with a good faith refutation of the corrective action needed. When an error in benefits is not corrected within thirty (30) calendar days and the Department provided verification to the agency, liquidated damages will be assessed in the amount of Two Hundred and Fifty Dollars (\$250) per case. For each additional thirty (30) days the IM agency fails to correct the case specific error, liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per case. If the Department takes action to correct the IM case specific error, additional liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per case.

When the Department identifies an overpayment which requires claims establishment, the IM Agency will have thirty (30) calendar days from receipt of notification of the error from the Department to calculate the overpayment and establish a claim. When an overpayment claim is not established within thirty (30) calendar days, liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per case. For each additional thirty (30) days the agency fails to calculate the overpayment and establish a claim, liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per case. If the Department takes action to calculate the overpayment and establish a claim, additional liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per case.

When the Department identifies an underpayment which requires a restoration of benefits, the IM Agency will have thirty (30) calendar days from receipt of notification of

the error from the Department to calculate the underpayment and restore benefits. When an underpayment is not restored within thirty (30) calendar days, liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per case. For each additional thirty (30) days the agency fails to restore benefits, liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per case. If the Department takes action to calculate the underpayment and restore the benefits, additional liquidated damages will be assessed in the amount of Two Hundred Fifty Dollars (\$250) per case.

2. Liquidated Damages for failure to provide records

The IM Agency shall provide information in a form and manner prescribed by the Department, using the CARES system and other systems designated by the Department. The IM Agency shall use the schedules for record retention in accordance with the Department's policies and procedures and state and federal law.

Upon request, the IM Agency shall make records available to the Department for inspection. Upon ten (10) business days notice from the Department, the IM Agency further agrees to transfer to the Department or any entity designated by the Department, any original or copy of records that the Department requests during or after the contract term. Failure to provide records as requested may result in an assessment of liquidated damages in the amount of Two Hundred and Fifty Dollars (\$250) for each record requested that is not timely transferred.

Open Records Law Applicable: The IM Agency acknowledges the applicability of the Wisconsin Open Records Law, Sections 19.31, et. seq., Wis. Stats.

3. Liquidated damages or any other non-performance assessment cannot be claimed for reimbursement under any DHFS programs/profiles.

XXV. Public Assistance Fraud Program – Program Integrity

Program Integrity consists of two components: 1) Fraud Prevention (a.k.a. Front-End Verification) as referenced in the Income Maintenance Manual, and 2) Fraud Administrative Functions, except for Fraud Investigation Services. Fraud Administrative Functions include all pre- and post-investigation activities as described in the Income Maintenance Manual, such as selecting cases for referral for fraud investigation, forwarding cases to the service provider, submitting cases to the Division of Hearings and Appeals for Administrative Disqualification Hearings, referring cases to the District Attorney's office for prosecution, and collection of fraud-related overpayments.

The funds provided for public assistance fraud – program integrity may be used by the County only for the purposes of providing Public Assistance Fraud Program – Program Integrity services as part of the IM Program and only as specified in an approved Fraud Plan and in accordance with performance specifications as contained in the Income Maintenance Manual.

XXVI. Public Assistance Fraud Program – Investigation

The County remains the prime contractor for Fraud Investigation Services. The County may authorize an agency within the County, or may subcontract, to provide Fraud Investigation Services. Fraud investigations shall be conducted in accordance with the Department's policies and procedures.

The County shall ensure the establishment of safeguards to prevent employees or consultants from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Sections 946.10 and 946.13, Wis. Stats.

For fiscal reporting, the County must report eligible expenses on the CARES system in accordance with the Department's policies and procedures.

XXVII. Benefit Over-Issuance Recovery

The Department agrees to post and process the collection of offset tax returns, centrally collected funds, and all refunds of centrally collected funds to CARES for FoodShare and Medicaid over-issued benefits as allowed by federal and state law.

The County agrees to enter and process all collections and refunds of locally collected funds to CARES for FoodShare and Medicaid over-issued benefits. Local County collections will be posted (net of any refunds and cash adjustments) to CARS, or other system as designated by the Department.

The County will receive a 15 percent incentive for claims established by the County for FoodShare and Medicaid fraud and client error collections in accordance with Department guidelines and as defined in Sections 49.497 and 49.793, Wis. Stats. If the State establishes the claim, the County will not receive the 15 percent incentive.

XXVIII. Funeral and Cemetery Aids

Budgeted funds appear on CARS for W-2 Funeral and Cemetery and for Non-W-2 Funeral and Cemetery in one allocation, separate of other provided funds. Contract amounts shown on CARS are established for prepayment purposes. Reported expenditures will be fully reimbursed consistent with program requirements and limitations.

The County may use these funds only for the purposes of providing allowable funeral, burial and cemetery expenses consistent with requirements and limitations found in the Department's policies and procedures. The IM Agency shall report data on the Wisconsin Funeral and Cemetery Aids Program (WFCAP) as directed by the Department.

XXIX. Medicaid Transportation

Budgeted funds appear on CARS for Medicaid Transportation separate of other provided funds. Contract amounts shown on CARS are established for prepayment purposes. Reported expenditures will be fully reimbursed consistent with program requirements and limitations.

XXX. Medicaid – Estate Recovery Program

Funds based on five (5) percent of recoveries/collections will be returned to the County for recoveries made by the Department for the cost of Medicaid benefits from probated estates, liens and voluntary payments of certain Medicaid recipients. To be eligible for these funds, the County must complete and submit the Estate Recovery Program Disclosure Form in accordance with program requirements in the MA Handbook.

The amount of funds earned is determined by the amount of funds recovered from Medicaid recipients to offset Medicaid benefits as a direct result of information gathered and processed by the County. Amounts earned will be added to the County's IMAA on a quarterly basis. Funds may be used by the County to enhance IM efforts (e.g., gathering real estate information, gathering health insurance information, enhancing other IM Program efforts deemed necessary by the County, etc.).

Responsibilities of the County include, but are not limited to:

- Informing Medicaid recipients of any age residing in a nursing home or inpatient hospital and recipients age 54 ½ and older of the existence of the Estate Recovery Program.

- Distributing the Estate Recovery Program brochure (PHC-13032) and any other publication as directed by the Department.
- Reporting information on the Estate Recovery Program Disclosure Form (HCF-13039). These forms are to be completed at the time of application or at the time of the eligibility review, if there is a substantial change in circumstances.
- Determining whether or not a lien can be filed on the home property of a Medicaid recipient in a nursing home or inpatient hospital.
- Sending the recipient or responsible party a "Notice of Intent to File a Lien" form (HCF-13038) and sending a copy of the Notice to the DHFS/Estate Recovery Program Section.

Responsibilities of DHFS include, but are not limited to:

- Filing all liens and claims on estates for the Estate Recovery Program based on information provided by the County.
- Providing the County with a quarterly report of fees earned.