

APPENDIX B ADMINISTRATION OF INCOME MAINTENANCE PROGRAMS

This Appendix supplements and is incorporated into the existing underlying Contract known as the 2020-2023 *State and Tribal Contract for the Department of Health Services Programs* covering the provision of health, social services, and community programs covered in the Contract entered into by and between the (**individual tribe name**) and the Department of Health Services, known as the Department, on October 1, 2020. This Appendix B is effective from October 1, 2020 through September 31, 2021.

Attn: Debbie Waite
One West Wilson Street, Room 365
P.O. Box 309
Madison, Wisconsin 53701-0309

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

II. Definitions

“IM Programs” means FoodShare, Wisconsin Medicaid and BadgerCare Plus, its subprograms, FoodShare and Caretaker Supplement.

“IM Activities” means activities directed by the Department to be performed in the administration of IM Programs in accordance with published standards and which include IM Administration and FoodShare.

“IM Case or Case” means a case applying for, enrolled in, or receiving benefits from one (1) or more IM Programs, or a case that had applied for, enrolled in, or received benefits from one (1) or more IM Programs.

“IM Worker” means a person employed by a tribal agency whose duties include determinations or re-determinations of IM program eligibility.

“New IM Worker” means an IM worker who has not completed initial IM worker training.

III. Purpose and Service Conditions on the Use of Income Maintenance Funds

The tribal agency may use these additional funds only for expenses incurred in the administration of the IM Programs in accordance with Department guidelines for the

programs. Failure to meet these purposes and conditions will result in the loss of these funds. The tribal agency will be responsible for repayment to the Department.

IV. Fiscal Conditions on the Earnings of the Additional Funds

These additional funds are earned as follows:

- These funds may be used for all approved purposes as specified in Section III (Purpose and Service Conditions on the Use of the Additional Funds) 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.

V. Fiscal and Member Reporting on the Use of the Additional Funds

These additional funds must be reported according to the Tribal Community Aids Reporting System (CARS) Accounting Reports Manual at <https://www.dhs.wisconsin.gov/cars/index.htm> as directed by the Department.

Failure to report these funds will result in the loss of these funds by the tribal agency. The tribal agency will then be responsible for repayment to the Department.

VI. Payment Procedures

Unless otherwise provided in this Appendix these funds shall be paid in accordance with the process in the State and Tribal Contract for the Department of Health Services Programs.

VII. Tribal Agency's Responsibilities for IM Programs

The tribal agency will perform services for the IM Programs in accordance with Wisconsin statutes and administrative rules; federal laws and legislation; 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.

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

The tribal agency shall notify the Contract Administrator of this Appendix B within 10 business days whenever a tribal agency relocates their IM facility. In addition, the tribal agency shall update all contact information as required by the Department. The administration of IM Programs includes the following activities:

- Entering member data into the designated automated system for IM Programs.
- Accurately explaining IM Programs and policies to members 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.
- Preparing a response for and fully representing the interests of the IM Program at fair hearings.
- Performing all responsibilities related to the Operations of Electronic Benefit Transfer (EBT) under the FoodShare Program.
- Completing FoodShare eligibility process to determine Able-Bodied Adults Without Dependents (ABAWD) status and referring appropriate cases to FoodShare Employment and Training (FSET) agency for services
- Implement drug testing policy and associated functions related to drug felons for FoodShare eligibility

VIII. Security Access to Systems

The Tribal IM Agency will review and update CARES and other DHS system security access (including review of DCF systems, SharePoint) for all staff at least annually.

The Department will provide an annual spreadsheet to the Tribal IM Agency with all staff security listed for CARES and related programs for the agency's use in editing and updating the security information

Additional activities are outlined in the tribal CARS Accounting Reports Manual under **CARS Profile 66300**.

IX. IM Training

The Department, according to Adm. Code DHS 254.04, shall make initial IM worker training available to new IM workers directly or through contractors. The Department shall define required training courses and develop a standardized curriculum. The tribal agency shall ensure that each new IM worker completes the Department's initial IM worker training during the first six (6) months of employment, or, if the training was not available during the first six (6) months, then as soon as the training becomes available.

The Department shall develop an ongoing course(s) for experienced IM workers and shall make the course(s) available each year directly or through contractors. Tribal 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 the Department after the training is completed. The Department will seek advice from the Advisory Committee in determining which training(s) shall be mandatory and for which agency staff.

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

The tribal 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 tribal 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 XIX (Corrective Action) of this Appendix.

The Tribal IM Agency shall insure that additional training requirements for IM staff and managers, as set forth in this Contract or in IM Operations or Administrative memos, will be completed. Specifically:

- (1) IM staff and managers are expected to complete at least one (1) DMS-BEPS refresher training annually. The Tribal IM Agency will track participation and have documentation available for review as part of the annual Management Evaluation process.

Mandatory trainings can be used to satisfy any minimum number of training hour expectations set forth in IM Operations or Administrative Memos.

X. Customer Service Feedback

The tribal agency shall gather feedback from applicants and members 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 tribal agency will use the Department's Standard Customer Service Feedback form (F-16104) to assess their customer service delivery system. The tribal agency will prominently display the feedback forms in the waiting area for each service location and proactively solicit input from members. Prior to or during the term of this Agreement, the Department shall use its reasonable best efforts to allow a tribal agency to obtain the required feedback in an electronic fashion. The feedback form will solicit customer input about the quality of service provided by staff. Feedback forms should be made available for members to complete in the tribal agency. The Tribal Agency must submit completed Customer Service Feedback forms quarterly to the DMS/BEPS, ATT: Customer Service Feedback, P.O. Box 309, Madison, WI 53701. Results will be reviewed as part of the tribal agency's Management Evaluation Review (MER).

XI. Tribal Agency Performance Standards

The following performance standards are defined for the contract:

A. Overpayment Recovery

As part of effective case management, tribal agencies have an obligation to process claims for recoverable Wisconsin Medicaid, BadgerCare Plus and FoodShare overpayments. It is the expectation of the Department that the tribal agency will process claims for a majority of their recoverable overpayments, as appropriate, to ensure program integrity. Processing rates will be published by the end of the month following the reported month.

B. Timely Case Processing

- 1) Medicaid, BadgerCare Plus and FoodShare Applications

All Wisconsin Medicaid, BadgerCare Plus, and FoodShare applications that do not involve a disability determination must be processed within 30 days. If the Tribal IM Agency does not meet a standard of 95% for timely processing, the Department may implement the Corrective Action provisions set forth in this Contract.

An application is timely if it is processed within 30 calendar days following the date the application was filed, or, if new or additional information is requested, the application is processed by the 30th calendar day following the application date or 10 days from the date additional information was requested, whichever is later.

- An application is filed the day the agency receives an application containing the applicant's name and address, which is signed by either a responsible member of the household or the household's authorized representative.
- The filing date on an ACCESS application is the date the application is electronically submitted or the next business day if submitted after the agency's regularly scheduled business hours.

2) Expedited FoodShare Benefits

Expedited FoodShare benefits must be processed within seven (7) days.

If the Tribal IM Agency does not meet a standard of 90% for timely processing, the Department may implement the Corrective Action provisions set forth in this Contract. An expedited benefits application will be considered timely if it is processed so that the applicant receives benefits by the seventh calendar day following the date the application is filed.

C. Renewals

Renewals must be processed by the due date, which can vary by program or verification status. If the Tribal IM Agency does not meet a standard of 95% for timely processing, the Department may implement the corrective action provisions set forth in this Contract.

Timely processing rates will be published by the end of the month following the reported month

D. Payment Accuracy - Second Party Reviews

The Department is responsible for handling Second Party Reviews and under this Appendix the tribal agency will be responsible for corrections to the findings

produced by the Department. The Department will provide the tribal agency with reports related to Second Party Reviews on a quarterly basis.

E. Case Closure 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 tribal agency must not exceed the federally-authorized standard, which is defined as being “below the national average.” For FFY 2018 the national average was 37.73%. If the negative error rate for FoodShare cases in the tribal agency exceeds the federally-authorized rate, the Department may implement the Corrective Action provisions as set forth in Section XVIII. Negative error rates will be published by the end of the month following the report month.

F. Payment Accuracy - FoodShare Active Payment Error Rate

The FoodShare payment case review measures the accuracy of eligibility and benefit terminations. The payment error rate for active FoodShare cases in the tribal agency must not exceed the federally-authorized rate (currently 6%). If the payment error rate for active FoodShare cases in the tribal agency exceeds the federally-authorized rate (currently 6%), the Department may implement the Corrective Action provisions as set forth in this Appendix. The active payment error rates will be published by the end of the month following the reported month.

G. Payment Accuracy – Wisconsin Medicaid and BadgerCare Plus Active Payment Error Rate

The payment error rate for active Wisconsin Medicaid and BadgerCare Plus cases in the tribal agency must not exceed the federally-authorized rate (currently 3%) annually. The Wisconsin Medicaid and BadgerCare 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 Wisconsin Medicaid and BadgerCare Plus claims paid on the members’ behalf during the sample month. If the payment error rate for active Wisconsin Medicaid and BadgerCare Plus cases in the tribal agency exceeds 3%, the Department may implement the Corrective Action provisions. The payment error rate will be published by the end of the month following the reported month.

H. Fair Hearing Responsibilities

When an applicant or participants dissatisfied with a tribal agency's action on his/her request for or amount of benefits, the applicant/participant may request an administrative review by the Division of Hearings and Appeals (DHA) through the fair hearing process. The tribal agency will be required to prepare for a fair hearing, which includes ensuring that all documents that support the action taken by the tribal agency are available. The tribal agency is required to thoroughly document events pertaining to the issue with date, place, and identity of any person involved and be responsible for representation at the Fair Hearing. The tribal agency is also required to comply with remand and stipulation orders by the deadline stated in the decision. The MOUA order is a permanent injunction that was imposed against the Department by the U.S. District Court – Western District of Wisconsin in 1990. The court order requires definitive and final administrative action be taken by the Department within the time lines required by law for fair hearings conducted in Wisconsin Medicaid, BadgerCare Plus and FoodShare appeals. The Department is subject to fiscal penalties for each month in which it does not achieve substantial compliance (95%) with the requirement and for each individual case in which a fair hearing was requested and for which final administrative action has not been taken within 150 days of the hearing request for Wisconsin Medicaid and BadgerCare Plus cases and within 120 days of hearing request for FoodShare cases. The penalty for each individual case is \$500.

If a penalty is levied for not achieving substantial compliance, the tribal agency will be required to pay the proportionate share of the penalty amount based on the number of cases for which the tribal agency failed to comply with the order if noncompliance of the tribal agency exceeds 5%. If a penalty is levied for an individual case, the tribal agency will be required to pay the penalty amount unless the delay resulted from circumstances beyond the tribal agency's control. The tribal agency is not responsible for the failure to meet any performance standard when the failure arises out of a cause beyond the reasonable control and without the fault or negligence of the tribal agency, including failures due to the automated system or other service that is the Department's responsibility in this Appendix.

XII. Reporting

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

XIII. Information Technology Requirement

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

XIV. Procurement and Subcontracting

A. Applicable Law

The tribal agency agrees to conduct all procurement transactions in a manner consistent with all applicable federal and state requirements.

B. Equipment

The tribal agency agrees to comply with the Department's policies and procedures regarding equipment procured under this Appendix using state and federal funds provided under this Appendix 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 Appendix. Equipment purchased solely using tribal agency funds that are not Federal Match Dollars shall not be subject to the Department's policies and procedures.

C. Tribal Agency Responsibility

The tribal agency remains responsible for performance of any service under this Appendix B that is subcontracted.

D. Subcontracting

The tribal agency may subcontract for some or all of the services covered by this Appendix with the exception of eligibility determination, which must be performed by the tribal agency or under agreement with other tribal or income maintenance agencies. Subcontracts must adhere to Wis. Stats., Section 46.036, and the Department's policies and procedures. All subcontracting arrangements must be approved by DHS as described in the Administrator's Memo Series.

E. Instructions and Monitoring

The tribal agency shall establish instructions and monitoring procedures to ensure each subcontractor complies with this Appendix, applicable state and federal laws, rules and regulations and the Department's policies and procedures.

F. 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 tribal agency shall notify the Department's Contract Administrator of any such proposed subcontract.

XV. Cooperation

The tribal agency shall cooperate with the Department, County Consortiums, any other tribal agency, and the contractors of the Department in the administration of IM Programs.

XVI. Funding Change

The tribal 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 tribal agency which services shall be performed by the tribal agency. If the tribal agency makes a determination that additional changes in required services are necessary because of the lack of funds, the tribal agency may, within 30 calendar days, present a proposed plan to the Department for modifications in required services, and the Department will respond within 30 calendar days to such a proposed plan in making its final decision on the services to be performed.

XVII. Payment

- A. The Department will use its reasonable best efforts to obtain Local Share/Federal Match (earned) for IM Programs and, unless prohibited by law, will pass through to the tribal agency any federal funds earned above the agency's IM allocation.

Federal funds are earned through the Income Maintenance/Wisconsin Works Random Moment Sample (IM/W2RMS) in accordance with the federally approved cost allocation plan. The tribal agency will participate in the IM/W2 RMS. The tribal agency will report shared costs in compliance with instructions for the IM/W2 RMS. The Department and the tribal agencies intend to work together to ensure appropriate federal earnings.

The Department will cooperate with the tribal agency, through the Advisory Committee, to earn the maximum amount of FoodShare bonus funding and any other federal incentive money which shall be shared with all IM agencies in direct proportion with their respective share of the statewide caseload for the time period the incentive money was awarded.

The Department will share federal bonus or incentive funding it receives with the tribal agencies if the funds resulted from the tribal agencies' efforts during the contract year for which the bonus or incentive amount was earned. The bonus will be shared between the Department and all Income Maintenance Agencies (consortia and tribes) using a case load factor for the time period during which the bonus was earned.

Tribal agency efforts are defined as:

- Funds are awarded because of the IM work activities of the tribal agencies; and
- Funds are awarded because tribal agencies continued to meet, or newly met, federal performance standards or criteria that are the basis for the bonus.

The Department will not share federal bonus or incentive funding even if the funds resulted from tribal agency efforts if the efforts needed to meet the performance standards or criteria originated with a Department change in process or procedure, the change resulted in increased workload for the tribal agency and the Department provided payments to the tribal agency fully funding the increased workload.

Any FoodShare bonus funding that is distributed to tribal agencies shall be used exclusively to support Food and Nutrition Service (FNS) allowable expenses including technology, improvements in administration and distribution, and activities to prevent fraud, waste and abuse. The Department shall issue an administrative memo detailing distribution of any FoodShare bonus funding.

- B. The Department may reduce payments to the Tribal Agency in order to:
1. The Department determines that the functions performed by the tribal agency do not meet state and federal statutes, laws, rules and/or regulations and failure to meet such requirements is material to the administration of the IM programs in the counties served by the tribal agency or the state-wide programs.
 2. Recover other monies paid under this Appendix and not earned based on costs reported by the tribal agency.

XVIII. On-Site Visits

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

XIX. Corrective Action

Corrective Action is defined as an action by the tribal agency that the Department deems necessary to remedy non-compliance with this Appendix B.

- A. Requirement to Submit

Within 10 business days of receipt by the tribal agency of notice of failure to perform any provision of this Appendix, including meeting performance standards, the tribal 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 Department Regional Office and the Contract Administrator.

B. Failure to Submit or Implement

Failure by the tribal agency to submit an approvable Corrective Action Plan or failure by the tribal agency to implement a Corrective Action Plan within 10 business days of approval of the Corrective Action Plan will constitute uncorrected non-performance and result in the Department adjusting payment(s) due the tribal agency to reflect the costs the Department incurs, direct and indirect, as a result of the failure set forth herein. 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.

XX. 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 this 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 tribal agency's sole and exclusive method of resolving any dispute or controversy arising out of or relating to this Appendix B shall be the complaint process provided in this Section.

The agency may address a written complaint to:

Division of Medicaid Services
Attn: Administrator
1 West Wilson Street, Room 350
Madison, Wisconsin 53703

At the same time the complaint is filed with the Department's Division Administrator, the complaint may also be filed with the IM Advisory Committee (with notice to the Division Administrator) 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 Division Administrator shall respond in writing within 15 business days, or as soon as possible, to resolve the complaint. If the complaint is filed with the Committee, the Division Administrator shall respond within 15 business days of receipt of the IM Advisory Committee's recommendation, or as soon as possible to resolve the complaint. If the Division Administrator is unable to respond to the complaint within 15 business days, the Division Administrator shall notify the Agency within the 15 days of the date by which a response

can be expected. If either the tribal agency or the Department's Contract Administrator of this Appendix is not satisfied with the response, either may request a review of the response by the Wisconsin Division of Hearings and Appeals (DHA). The request must be filed with DHA within 15 calendar days of the date of the Division Administrator's response. The Division of Hearings and Appeals shall conduct the hearing as if it were a Class 3 case hearing under Wis. Stats., Chapter 227 and prepare a proposed decision. The tribal agency and the Division shall have the opportunity to file objections and comments within 10 calendar days of the date of the proposed decision. The DHA will forward the proposed decision and all objections and comments to the Department's Secretary for final decision. The decision of the Department's Secretary shall be binding on all parties and not subject to Ch. 227 judicial review.

XXI. Joint Error Reduction Initiatives

The Department agrees to work with tribal agencies through the IMAC and its subcommittees to jointly develop strategies to effectively address payment accuracy in IM programs. One (1) 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 tribes to offset penalty amounts.

XXII. Liquidated Damages

- A. Liquidated damages may be assessed for not taking the required action on errors identified through the Wisconsin Medicaid Eligibility Quality Control (MEQC) Review, FoodShare Quality Assurance (FSQA) Review, Payment Error Rate Measurement (PERM) Review, and Second Party Reviews

In addition to other remedies in 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 programs. IM case specific errors must be corrected as identified through FSQA reviews, MEQC reviews, PERM reviews, and second party 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.

- 1. When the Department identifies an error in benefits the tribal agency will have 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 30 calendar days of the Department identifying the error, or within 30 calendar days of the Department decision after review of the tribal agency's refutation, whichever is later, liquidated damages will be assessed in the amount of \$250 per case. For each additional 30 days the tribal agency fails to correct the case specific error, liquidated damages will be assessed in the amount of \$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 \$250 per case.

2. When the Department identifies an overpayment which requires claims establishment, the tribal agency will have 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 30 calendar days, liquidated damages will be assessed in the amount of \$250 per case. For each additional 30 days the agency fails to calculate the overpayment and establish a claim, liquidated damages will be assessed in the amount of \$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 \$250 per case.
3. When the Department identifies an underpayment which requires a restoration of benefits, the tribal agency will have 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 30 calendar days, liquidated damages will be assessed in the amount of \$250 per case.

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

XXIII. 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, Wisconsin Medicaid, and BadgerCare Plus over-issued benefits as allowed by federal and state law.

The tribal agency agrees that any locally collected funds for FoodShare, Wisconsin Medicaid and BadgerCare Plus for over-issued benefits shall be sent to the Department of Children and Families (DCF) at the address below for posting and processing.

Public Assistance Collection Unit (PACU)
PO Box 8938

The tribal agency will receive a 15 percent incentive for claims established by the agency for FoodShare, Wisconsin Medicaid, BadgerCare Plus fraud and member error collections in accordance with Department guidelines and as defined in Wis. Stats., Sections 49.497 and 49.793. If the State establishes the claim, the agency will not receive the 15 percent incentive. The incentive shall be paid to each tribal agency through CORE.

The Department will provide the tribal agency with a quarterly report by tribe of other issuance collection incentives.

XXIV. Wisconsin Medicaid and BadgerCare Plus Estate Recovery Program

Funds based on five (5) percent of recoveries/collections will be returned to the tribal agency for recoveries made by the Department for the cost of Wisconsin Medicaid and BadgerCare Plus benefits from probated estates, liens and voluntary payments of certain Wisconsin Medicaid and BadgerCare Plus members.

The amount of funds earned is determined by the amount of funds recovered from Wisconsin Medicaid and BadgerCare Plus members to offset Wisconsin Medicaid and BadgerCare Plus benefits as a direct result of information gathered and processed by the tribal agency. Amounts earned will be added to the tribal agency's funding on a semi-annual basis. Funds may be used solely to enhance IM efforts (e.g., gathering real estate information, gathering health insurance information, enhancing other IM Program efforts the tribal agency deems necessary).

Responsibilities of the tribal agency are as follows:

- Informing Wisconsin Medicaid and BadgerCare Plus members of any age residing in a nursing home or inpatient hospital and members age 54½ and older of the existence of the Estate Recovery Program.
- Distributing the Estate Recovery Program Handbook and any other publication as directed by the Department.
- Reporting information on the Estate Recovery Program Disclosure Form (F-13039) at <https://www.dhs.wisconsin.gov/library/F-13039.htm> This form is to be completed at the time of application or at the time of the eligibility review, if there is a substantial change in circumstances. Copies of any trusts, especially Special/Supplemental Needs Trusts, should be provided to the Estate Recovery Program with the Disclosure Form.
 - Determining whether or not a lien can be filed on the home property of a Wisconsin Medicaid or BadgerCare Plus member in a nursing home or inpatient hospital.
 - Sending the member or responsible party a "Notice of Intent to File a Lien" form (F-13038) and sending a copy of the Notice to the DHS/Estate Recovery Program Section.

- Prepare summary response and appear at fair hearing if a hearing is requested regarding Notice of Intent to File a Lien.

Responsibilities of the Department are as follows:

- Filing all liens and claims on estates for the Estate Recovery Program based on information provided by the tribal agency.
- Providing the tribal agency with a semi-annual report by tribes of estate recovery incentives.

XXV. Subrogation

Casualty/subrogation work activities/requests (i.e. when a Medicaid/BadgerCare Plus member is involved in an injury or accident) should be referred to the Department per the MA handbook.

IN WITNESS WHEREOF, the parties hereto have caused this State and Tribal Contract, Appendix B for the Department of Health Services programs to be executed by their respective representatives.

 Authorized Representative of the Tribe
 Tribal Chairperson or President
 Official Name of Tribe

 Date

 Authorized Representative of the Department
 Julie Willems Van Dijk, Deputy Secretary
 Department of Health Services

 Date