

APPENDIX C
ADMINISTRATION OF FOODSHARE EMPLOYMENT AND TRAINING (FSET)
PROGRAM

This Appendix supplements and is incorporated into the existing underlying Contract known as the 2015-2017 State and Tribe 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**) (Tribal FSET Agency) and the Department of Health Services, known as the Department, on October 1, 2014.

This Appendix C is effective from October 1, 2015 through September 30, 2016.

I. Scope of Appendix

This Appendix states the terms and conditions under which the Tribal FSET Agency will provide employment and training services to participants in Wisconsin FoodShare.

II. Purpose of FSET Program

The purpose of the FSET program is to provide FoodShare members with opportunities to gain skills, training, and experience needed to improve employment prospects and reduce reliance on FoodShare benefits. Allowable FSET program components include job search, job search training, work experience, workfare, education and vocational training, self-employment, and job retention services.

III. Operational Terms and Definitions

Able-Bodied Adult Without Dependents (ABAWD): An ABAWD is a FoodShare member ages 18 to 49 who is not pregnant or disabled, resides in a household without a minor child, and has been determined eligible for general FoodShare work requirements. Federal law limits FoodShare benefits for ABAWDs to three months within a 36 month period. In order to maintain eligibility after that time period, the individual must comply with federal ABAWD work requirements. The FSET program is one way in which ABAWDs can meet the work requirement and maintain FoodShare benefits. The Tribal FSET Agency is required to offer all ABAWDs an opportunity to participate in the FSET program so that the participant is able to comply with the ABAWD work requirement.

ABAWD Work Requirements: An ABAWD can receive FoodShare benefits for more than three months in a 36-month time period if s/he is meeting the work requirement and is otherwise eligible for FoodShare. An ABAWD can meet the work requirement by:

- Working 80 or more hours per month (20 hours per week, averaged monthly).
- Participating in and complying with the requirements of a work program 80 or more hours per month.
- Participating in a combination of work and a work program for a total of 80 or more hours per month.
- Participating in and complying with the requirements of a workfare program.

ABAWD Exemptions: An ABAWD may be determined exempt from needing to meet a work requirement under certain circumstances. An ABAWD meets an exemption from the work requirement if they:

- Have applied for or are receiving unemployment compensation
- Provide care for a child under age 6 who resides outside of the home
- Provide care for an incapacitated person, either in or outside of the home
- Meet FoodShare eligibility requirements as a student engaged in post-secondary education
- Are participating in an inpatient or outpatient alcohol or other drug (AODA) treatment program
- Are receiving Transitional FoodShare benefits

FSET Funding Sources and Allowable Uses

a) 50 Percent State and 50 Percent Federal Administrative Cost Reimbursement Profile 66106

This is the funding a resource to help meet administrative expenses. Administrative expenses reimbursed through this funding category, also known as a *Base Allocation or 50/50 funding*, are covered by 50 percent State General Purpose Revenue (GPR) and 50 percent Federal dollars. This type of funding and all other categories of 50 percent funding refers to a reimbursement rate of 50 percent of total allowable expenses incurred by the tribal agency. For every dollar the agency incurs as an allowable expense, fifty cents will be reimbursed with federal funding and fifty cents with State GPR funds.

These funds must to be used for planning, implementation, and operation of FSET, including case management, service coordination, advertising, and outreach efforts designed to assist FSET participants in obtaining unsubsidized employment. These funds may be used for administrative expenses incurred when providing job retention services up to ninety (90) days after employment is secured as a result of the FSET participation.

b) 50 Percent State and 50 Percent Federal Participant Cost Reimbursement (Profile 66107)

This funding is another type of fifty percent funding covered by State GPR (50 percent) and Federal (50 percent) dollars, which applies to reimbursing FSET participants, including voluntary participants, for all expenses that are reasonable, necessary, and directly related to FSET participation. Along with Fifty Percent Administrative Cost Reimbursement, these funds are part of the Base Allocation and are used to reimburse participants for expenses related to job retention, transportation, and other expenses.

c) Transportation and Other Expense Reimbursement (Profile 66108)

These funds are to be used for participant reimbursement for transportation and other expenses related directly to FSET activities.

Transportation Reimbursement

Transportation and other reasonably necessary and directly related participant expenses are either paid up-front by or submitted directly to the Tribal FSET agency for reimbursement. Examples of expenses that may be appropriate for participant reimbursement include:

- Transportation to and from location of FSET activity (e.g. mileage, bus tokens, bus passes, taxicab, gas money).
- Childcare and related costs including enrollment fees.
- Clothing suitable for job interviews.
- Uniforms needed for employment or an assigned training/activity.
- Licensing and bonding fees for job training or to meet a job requirement, if the job was obtained as a result of participating in FSET.
- Vision correction (e.g. eyeglasses, bifocals, eye exam).
- Dental work (e.g. teeth cleaning, bridge).
- Automobile repairs, in exceptional cases only.

Job Retention Reimbursement:

The job retention funding provides supportive services for up to 90 days to individuals who have secured employment.

Only participants who received employment and training services under FSET may receive job retention reimbursement. Reimbursement of participants' costs must be deemed reasonable and necessary to maintain employment and may not go beyond the ninety (90) day limitation.

IV. Description of Work and Responsibilities

The Tribal FSET Agency will provide services or products in accordance with a) the provisions of this Appendix C; b) the operational, programmatic and administrative expectations contained in Attachment 1; and c) the components of its approved operational work plan in Exhibit 2.

The Tribal FSET Agency will perform services in accordance with Wisconsin statutes and administrative rules; federal laws and legislation; court orders; and the Department's policies and procedures for FoodShare cases in effect and disseminated in administrator's memos, operations memos, handbooks, or manuals.

In addition, the Tribal FSET Agency will be required to support at fair hearings its decisions regarding FSET that may be appealed by an affected FoodShare participant. This includes ensuring that all documents that support the action taken by the Tribal FSET Agency are available. The Tribal FSET 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 FSET Agency is required to comply with remand and stipulation orders.

V. Funding for Delivery and Administration of FSET Services

A. Amount and Use of Funds

The Tribal FSET Agency will provide all services required under this Appendix for a total payment not to exceed the amount listed in Exhibit 12 for the time period referenced above, and in accordance with the operational funding sources and allowable uses described in Section III.

The Tribal FSET Agency may use these funds only for expenses incurred in the administration and delivery of services in the FSET program and in accordance with DHS guidelines for this program. Failure to meet these purposes and conditions will result in the loss of these funds. The Tribal FSET Agency will be responsible for repayment to the Department.

B. Fiscal Expectations and Reporting of Funds

Use of funds must be reported according to the Community Aids Reporting System (CARS) Accounting Reports Manual at <http://dhfs.wisconsin.gov/bfs/CARS/index.htm> as directed by the Department.

Failure to report these funds will result in the loss of these funds by the Tribal FSET Agency. The Tribal FSET Agency will then be responsible for repayment to the Department of any funds received beyond expenses incurred

The Tribal FSET Agency must utilize a 100% time reporting system for staff to ensure that costs are properly charged to FSET and that activities that the Tribal FSET Agency may provide for other programs are not inappropriately charged to this Appendix C.

C. Payment Procedures

The Tribal FSET Agency will receive a monthly reimbursement for costs incurred during the twelve-month period from October 1, 2015 to September 30, 2016. 50 Percent State and 50 Percent Federal Administrative Cost Reimbursement or the 50 Percent State and 50 Percent Federal Participant Cost Reimbursement funding sources, whatever are applicable and to the extent the payment requirements are met.

Any request for a transfer of funds from one (1) category to another must be submitted in a letter including an updated FSET budget and explanation of the changes to Sheila Kurt, Bureau of Operations Coordination (BOC) at Sheila.Kurt@wisconsin.gov . The request will be reviewed and responded to within 30 days of the date of receipt.

D. Payment Reductions

The Department may reduce payments to the Tribal FSET Agency:

1. If the Department determines that the functions performed by the Tribal FSET 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 FSET program to the members served by the Tribal FSET Agency.
2. In order to recover excess prepayments or other monies paid under this Appendix and not earned based on costs reported by the Tribal FSET Agency.

VI. FSET Agency Training

DHS shall make FSET agency training available to Tribal FSET Agencies and their workers. The Tribal FSET Agency shall ensure that their leadership and FSET staff complete required FSET training as designated by the Department.

The Tribal FSET Agency shall insure that their FSET staff have knowledge of and ability to correctly apply FSET related policy and to implement FSET program expectations as required by this Appendix and attachments.

VII. FSET Customer Feedback

The Tribal FSET Agency shall collect feedback from customers using tools and reporting mechanisms provided by the Department.

VIII. Tribal FSET Agency Performance Expectations

The Tribal FSET Agency shall meet timeliness standards and other performance expectations as described in Attachment 1.

IX. Reporting and Operational Work Plans

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

The Tribal FSET Agency is required to submit a proposed operational work plan/budget to the Department for approval. The Tribal FSET Agency will provide annual updates to that operational work plan upon request of the Department and prior to any renewal or extension of this Appendix C.

X. Information Technology Requirement

The Tribal FSET Agency shall provide for information technology security in accordance with the Department's policies and procedures.

XI. Procurement and Subcontracting

A. Applicable Law

The Tribal FSET Agency agrees to conduct all procurement transactions in a manner consistent with all applicable federal and state requirements.

B. Equipment

The Tribal FSET 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 FSET Agency Responsibility

The Tribal FSET Agency remains responsible for performance of any service under this Appendix C that is subcontracted.

D. Subcontracting

The Tribal FSET Agency may subcontract for some or all of the services covered by this Appendix. Subcontracts must adhere to Wis. Stats., Section 46.036, and the Department's policies and procedures.

E. Instructions and Monitoring

The Tribal FSET 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 FSET Agency shall notify the Department's Contract Administrator of any such proposed subcontract.

XII. Cooperation

The Tribal FSET Agency shall cooperate with the Department, county consortiums, any other tribal agency, regional FSET contractors and other contractors of the Department in the administration of FSET programs.

XIII. Funding Change

The Tribal FSET 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 FSET Agency which services shall be performed by the Tribal FSET Agency. If the Tribal FSET Agency makes a determination that additional changes in required services are necessary because of the lack of funds, the Tribal FSET 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.

XIV. On-Site Visits

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

XV. Corrective Action

Corrective Action is defined as an action by the Tribal FSET Agency that the Department deems necessary to remedy non-compliance with this Appendix C.

A. Requirement to Submit

Within 10 business days of receipt by the Tribal FSET Agency of notice of failure to perform any provision of this Appendix, including meeting performance standards, the Tribal FSET 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 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.

XVI. Disputes

Notwithstanding the provisions of this contract, the Tribal FSET Agency's sole and exclusive method of resolving any dispute or controversy arising out of or relating to this Appendix C shall be the complaint process provided in this Section.

The agency shall address a written complaint to:

Department of Health Services
Division of Health Care Access and Accountability
Attn: Administrator
1 West Wilson Street, Room 350
Madison, Wisconsin 53703

Complaints are to be filed with the Department’s Division Administrator who shall respond within 15 business days. If the Division Administrator is unable to respond to the complaint within 15 business days, the Division Administrator shall notify the Tribal FSET Agency within the 15 days of the date by which a response can be expected. If either the Tribal FSET 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 FSET 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 Chapter 227 judicial review.

XVII. Termination or Non Renewal

- A. The Tribal FSET Agency shall notify the Department in writing whenever it is unable to fulfill its obligations under this Appendix. Upon such notification, the Department will determine whether such inability will require revision or cancellation of this Appendix, or any part thereof.

- B. This Appendix may be terminated by a thirty (30) day written notice by either party. Notice to the Department shall be served upon the Contract Administrator stating the reasons for termination. Notice to the Tribal FSET Agency shall be served upon the presiding Chairperson/President of the tribal governing body, stating the reasons for termination. Upon termination, the Department’s liability shall be limited to the costs incurred to the date of termination.

XVIII. Parties Contact Information

Tribal Agency FSET Program Manager	
DHS Contract Administrator – Fiscal	<p>Patti Devine 1 W. Wilson St., Room 650 Madison, WI 53703 Telephone: (608) 266-1839 Email: Patti.Devine@wi.gov</p> <p>Sheila Kurt 1 W. Wilson St., Room 472 Madison, WI 53703 Telephone: (608) 261-6862 Email: Sheila.Kurt@wi.gov</p>
DHS Contract Administrator – Policy	<p>Debbie Waite 1 W. Wilson St., Room 365</p>

	Madison, WI 53703 Telephone: (608) 261-9421 Email: Deborah.Waite@wi.gov Jayne Wanless 1 W. Wilson St., Room 365 Madison, WI 53703 Telephone: (608) 267-7371 Email: JayneM.Wanless@wi.gov
Tribal Affairs Office Director	Gail Nahwahquaw 1 W. Wilson St., Room 650 Madison, WI 53703 Telephone: (608) 261-9334 Email: Gail.Nahwahquaw@wi.gov

Each party agrees to keep contact information up to date as changes occur.

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

 Tribal Authorized Representative's Name
 Tribal Name

 Date

 Kitty Rhoades, Secretary
 Department of Health Services

 Date