

WISCONSIN DEPARTMENT OF HEALTH SERVICES

Division of Medicaid Services

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Madison WI 53703

To: FoodShare Wisconsin Handbook Users
From: Bureau of Eligibility and Enrollment Policy
Re: **FoodShare Wisconsin Handbook Release 24-01**
Release Date: 04/03/2024
Effective Date: 04/03/2024

EFFECTIVE DATE	The following policy additions or changes are effective 04/03/2024 unless otherwise noted. Underlined text denotes new text. Text with a strike through it denotes deleted text.
POLICY UPDATES	
2.1.3.3 Use of an Authorized Representative	Deleted Section.
3.2.1.6 Group Living Arrangement	Updated the Use of an Authorized Representative link.
3.2.1.8 Drug and Alcohol Treatment Centers	Clarified information about use of an authorized representative when the member is considered temporarily absent. Updated the Authorized Representative link.
3.20.1.2 Administration of Drug Test	Removed information regarding opting out of drug tests.
3.20.1.5 Applications	Added information regarding inconclusive drug tests.
3.22.1 Designated Representatives	New Section.
4.3.4.2 Counted Unearned Income	Clarified information regarding tribal distribution payments.

7.2.1.2	Authorized Buyers and Alternate Payees	New Section.
7.2.1.3.1	Requirement to Offer Opportunity to Receive a Temporary Quest Card	Updated information regarding acquiring temporary QUEST cards. Removed outdated information.
7.2.1.3.2	Determining Eligibility to Receive a Temporary QUEST Card	Updated information regarding who can complete the Temporary QUEST Card Issuance Worker checklist.
7.2.1.3.3	Separation of Duties	Added information explaining an individual's eligibility for a temporary card with the Temporary QUEST Card Checklist.
7.3.3.1	Introduction	New Section.
7.3.3.2	Overpayment Claims Eligible for Compromise	New Section.
7.3.3.3	Overpayment Claims Not Eligible for Compromise	New Section.
7.3.3.4	Compromise Request	New Section.
7.3.3.5	Compromise Calculation	New Section.
7.3.3.5.1	Asset Limit	New Section.
7.3.3.5.2	Monthly Income	New Section.
7.3.3.5.3	Monthly Expenses	New Section.
7.3.3.6	Compromise Decision	New Section.
7.3.3.7	Privacy and Disclosure of Information	New Section.
7.3.3.8	Requesting a Review of a Compromise Decision	New Section.
7.3.3.9	Requesting a New Compromise	New Section.

7.3.3.10	Delinquent Claims	New Section.
8.1.3	Deductions	Updated deduction amounts for groups with four people.

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2.1.3 Interviews

2.1.3.3 ~~Use of an Authorized Representative~~Signature

7 CFR 273.2(h)(b)(1)(iii)

~~The local agency must inform applicants and prospective applicants, who~~ A signature is required to indicate that ~~they may have difficulty completing all the application process,~~ information provided is true and complete and that ~~a non-~~the food unit ~~member may be designated as the~~ understands their rights and responsibilities. Only one signature is needed for a FoodShare application or request. The applicant, authorized representative, or an adult member of the food unit can provide a signature in written, verbal, or electronic format via:

- An electronic signature*,
- On the completed CWW generated Application Summary,
- On the FoodShare Wisconsin Application ([F-16019A](#) or [F-16019B](#) ~~for application processing purposes. The authorized-~~), or
- A telephonic signature.

*An electronic signature can be accepted from any electronic signature software or other electronic source. Examples include DocuSign, eSign, ACCESS, etc.

For a signature to be valid from an individual under age 18, the youth must be the primary person, emancipated or homeless, and not under the care and control of another adult.

A signature is required when a Six Month Report Form (SMRF) is submitted.

It is not necessary for an applicant's signature to be witnessed by an agency representative ~~designated for~~ for a FoodShare application or renewal to be considered complete. However, the signature of a witness is required when the ~~application processing purposes may also carry out food unit responsibilities during the certification period, such as reporting changes in the food unit's circumstances~~ is signed with a mark. The witness may be another adult or an IM worker. A copy of the FoodShare applicant or member's case summary showing that a telephonic signature was collected will be stored in the electronic case file.

~~An~~Any adult food unit member or a food unit's authorized representative may sign the FoodShare application, renewal, or six-month report form ~~applying on behalf of a household must:~~

Example	<u>Eve applies and sets the filing date for FoodShare. Jule, Eve's roommate, who is also an adult, completes the intake interview and signs the case summary signature page. The FoodShare application is valid because Jule is a responsible FoodShare assistance group member.</u>
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Exception

An individual declared incompetent by a local, state, or federal court can't sign an application. Their representative or guardian will need to complete and sign the application. An applicant who has a designated guardian (guardian of the estate, guardian of the person and the estate, or guardian in

general) can't complete and sign the application. Only the guardian can complete and sign the application or appoint another representative.

- Have their identity verified, along with the primary person.
- Be designated by the primary person in writing before they are authorized to take action on the case.
- Register the food unit for work when completing the application or renewal for the food unit (see Section 3.16.1.4 Registering for Work).

The designation of a representative requires a signature from a witness. An individual declared incompetent by a court cannot act as a witness for a signature.

A non-food unit member may be designated as an authorized representative for the food unit provided that the person is both:

1. An adult who is sufficiently aware of relevant food unit circumstances.
2. The authorized representative designation has been made in writing by primary person, spouse, or another responsible adult member of the food unit. The authorized representative designation may be made in ACCESS or by completing the Appoint, Change, or Remove an Authorized Representative (for an individual or for an organization).

The following groups may not serve as authorized representatives:

- Individuals who are disqualified for an Intentional Program Violation (IPV) (see Section 3.14.1 Intentional Program Violation (IPV) Disqualification) cannot serve as authorized representatives during the disqualification period, unless the agency has determined that no one else is available to serve as an authorized representative.
- Homeless meal providers may not act as an authorized representative for a homeless food unit.
- Agency employees who are involved in the certification process or issuance process may not act as an authorized representative. Special written approval may be granted by the State of Wisconsin in extenuating circumstances.
- Retailers who are authorized to accept FoodShare benefits may not act as an authorized representative, with the exception of some group living facilities (see).

Residents of drug addiction or alcoholic treatment and rehabilitation programs that are certified as authorized retailers by FNS or authorized to receive funding under part B of title XIX of the Public Health Service Act (42 U.S.C 300x et seq), which supports block grants for substance abuse prevention and treatment, must apply and be certified for FoodShare eligibility through the use of an authorized representative. The drug addiction or alcoholic treatment and rehabilitation program must employ an individual for the purpose of being the authorized representative.

Residents of group living arrangements have the option to apply and be certified through the use of an authorized representative independent of the facility or who is an employee of the facility. A residential group living facility must employ an individual to be the authorized representative. When the member is discharged from a residential treatment program, the facility authorized representative must be removed from the member's case.

See for additional information regarding these housing situations.

If the state agency has determined that an authorized representative has knowingly provided false information about a food unit's circumstances or has made improper use of FoodShare benefits, it may disqualify that person from being an authorized representative for up to one year. Any drug and alcohol treatment centers and the heads of group living arrangements that act as authorized representatives for their residents and intentionally misrepresent food unit circumstances may be prosecuted under applicable federal and state statutes.

Note	Applicants or members that have a court-appointed guardian due to incompetency do not need to designate an Authorized Representative. The court-appointed guardian is the authorized representative. The guardian must submit a Letter(s) of Guardianship
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3.2.1 Residence

3.2.1.6 Group Living Arrangement

7 CFR 273.11(f)

A group living arrangement is a public or private nonprofit residential setting serving no more than 16 residents. It must be certified by the appropriate state or local agencies.

Any resident of a group living arrangement who is elderly, blind, or disabled may be eligible for FoodShare.

The resident may purchase meals from the group living arrangement when [the Food and Nutrition Service \(FNS\)](#) authorizes the facility to accept and redeem FoodShare (see [SECTION 2.1.3.3 USE OF AN AUTHORIZED REPRESENTATIVE](#) [3.2.2.1 DESIGNATED REPRESENTATIVES](#)).

Determine the resident's eligibility as a one-person food unit (see [SECTION 3.3.1 FOOD UNIT/FOODSHARE ASSISTANCE GROUP/RELATIONSHIPS](#)) when the facility applies as an authorized representative. If the resident applies on their own behalf, determine the group size according to food unit rules.

Residents of a group living arrangement who move out before the 16th of the month should have half of their FoodShare allotment for the month returned by the authorized representative.

Note	A group living arrangement or facility authorized representative must not be listed as an authorized buyer for anyone living in the facility.
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3.2.1.8 Drug and Alcohol Treatment Centers

7 CFR 271.2

7 CFR 273.11(e) and (f)(6)

DHS 75.03 General requirements

Residential alcohol and drug treatment facilities are defined as: private facilities, nonprofit organizations or institutions, community-based residential facilities, hospitals, or publicly operated community mental health facilities. These facilities are not institutions.

The Department of Health Services ([DHS](#)) certifies these facilities according to DHS 75.03 General requirements. State certification of these facilities should not be confused with state licensing of drug and alcohol treatment facilities. Such licensing is not required for FoodShare eligibility.

For an individual of a residential treatment facility to be certified to receive and use their FoodShare benefits to purchase meals, the facility must either be:

1. Tax exempt and certified by the State as either receiving ~~or~~ eligible to receive, or operating to further the purposes of Part B of Title XIX (Medicaid). This may include faith-based treatment facilities; ~~or~~
2. Authorized as a retailer by FNS.

Title XIX [list of facilities for substance abuse and for mental health](#).

An individual residing in a treatment facility may **voluntarily** apply for FoodShare. If an individual will be using FoodShare to purchase meals, the facility or an employee of the facility must be designated as an authorized representative with the Appoint, Change, or Remove an Authorized Representative form ([F-10126B](#), Organization). The authorized representative must apply on the individual's behalf (see [SECTION 2.1.3.3 USE OF AN AUTHORIZED REPRESENTATIVE](#) [3.22.1 DESIGNATED REPRESENTATIVES](#)).

If the individual is the primary person on an existing case, the facility or employee will need to be added as an authorized representative. All other household members will need to re-apply on their own to continue to receive benefits. Individuals residing in the facility must receive or have access to their notices, access to their case information and be allowed to file a fair hearing.

The resident is the QUEST cardholder and the primary person on the case. The QUEST cardholder or the authorized representative, if granted permission by the resident, may purchase meals prepared and served by the facility, food purchased from another authorized retailer, or both.-

Reminder: The authorized representative cannot also be the authorized buyer.

Determine the eligibility of an individual residing in a treatment facility as a one-person FoodShare food unit, unless the resident is a parent whose child(ren) resides with them at the facility. Include any child(ren) residing with their parent(s) at the facility, whether or not the facility provides the majority of the child(ren)'s meals, when determining eligibility.

Note Faith-based treatment and rehabilitation facilities are not required (by law or FNS regulation) to allow residents to opt-out of religious programming or activities in order to participate in the FoodShare program.

When a household is discharged from the treatment facility, the facility must perform the following:

1. Notify the agency. If possible, the facility must also provide the member with a change report form to report the member's new address and other circumstances after leaving the facility. The facility must advise the member to return the form to the agency within 10 days. Members can also report changes through ACCESS or by phone.

After the member leaves the treatment facility, the facility can no longer act as the member's authorized representative for certification purposes or for obtaining or using benefits and must be removed from the member's case.

2. Return the member's QUEST card if it was in the possession of the treatment facility.

If a member from an existing FoodShare case is residing in a drug or alcohol treatment facility and is not using FoodShare benefits to purchase food and meals, the member is considered temporarily absent from the home. In this case, the member does not need to appoint an authorized representative.

Outpatient treatment centers offering communal meals must meet both of the following criteria to be eligible to accept FoodShare benefits:

1. The facility is an authorized SNAP retailer.
2. The facility is tax-exempt and certified by the State as either receiving, eligible to receive, or operating to further the purposes of Part B of Title XIX (Medicaid). This may include faith-based treatment facilities. If the facility is no longer certified under Part B of Title XIX, approval to participate in and redeem FoodShare benefits would be automatically withdrawn.

3.20.1 Drug Related Felonies

3.20.1.2 Administration of Drug Test

Drug tests must only be administered by trained professionals outside of the Income Maintenance (IM) and Tribal Income Maintenance (IM) staff. IM agency staff, regardless of position or title, cannot administer the drug tests.

Applicants and members cannot self-administer the drug tests.

Results can be received from the following types of entities which include but are not limited to:

- Doctors and nurses
- Public and Tribal health centers and departments (even if co-located within the IM agency)
- Certified laboratories
- Justice centers
- Drug courts
- Hospitals
- Medical centers
- Probation and Parole
- Employers
- Drug and alcohol treatment centers
- Other Credentialed/trained drug testing individuals/agencies (non-Consortia/Tribal IM staff)

If a person has been received a passing drug tested within test result in the last 30 days by another entity such as their probation agent, a drug counselor, or an employer, they can ~~choose to allow for the use~~ those results and not ~~have to take another test. Or they can opt to not use their former test results and instead take a new drug test. They maintain this right regardless of a pass-fail result of that former~~ test.

A professional administering a drug test should collect documentation of any prescriptions and address any resulting positive test. However, if a person convicted of a drug-related felony reports to the IM worker they have a valid prescription and can provide documentation that they were prescribed a medication that resulted in a positive drug test, excluding medical marijuana, the sanction can be lifted, and the drug test is to be considered to have been passed.

3.20.1.5 Applications

IM workers must explain to members convicted of a drug related felony in the past five years, they will need to take and pass a drug test to maintain FoodShare eligibility.

Upon agreement to take the test, find the person eligible if they meet all other eligibility criteria. If they pass the test (negative test result), they remain eligible for ongoing benefits.

If they refuse to take a drug test, they must be determined ineligible (gross deemer without a sanction) for FoodShare, effective the next possible benefit month. Members who fail to take a test can choose to agree to take a drug test at any time.

If they fail the drug test (positive result), they must be sanctioned for 12 months (gross deemer with a sanction) effective the next possible benefit month. During this time, they cannot gain FoodShare eligibility. They must serve the full sanction.

If the drug test is inconclusive, the person must retake the test until they receive a passing or failing result. If the member does not retake the test, they must be determined ineligible for not agreeing to take a drug test. The person must be given an adequate amount of time to reschedule, retake, and receive the results of any additional drug tests. This may require a verification due date extension.

Example 2	On June 19, Jane applies for FoodShare for herself and her two children. Jane reports having a drug felony conviction from three years ago and agrees to take a drug test. The IM worker helps her schedule the drug test for June 25. The IM worker continues to process the application and Jane is found eligible for June and July FoodShare benefits. The worker confirms June and July benefits and pends Jane's case for the drug test results August forward. The drug test results are received on July 2. Jane failed the drug test. Jane is sanctioned effective August 1 for 12 months. Jane's two children remain eligible for FoodShare.
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3.22.1 Designated Representatives

A FoodShare applicant or household may appoint a designated representative to assist them or act on their behalf. When a designated representative acts on behalf of a FoodShare household they are responsible for providing complete and correct information. A valid designated representative can complete the same actions as an adult FoodShare member including, but not limited to, signing an application, renewal, or six-month report form (SMRF), reporting changes, or discussing case details with the local agency.

There are several representative types.

Authorized Representative

Some applicants and prospective applicants may indicate difficulty completing the application process. The local agency must inform them that a non-food unit member may be designated as the authorized representative for application processing purposes. This authorized representative may also carry out food unit responsibilities during the certification period, such as reporting changes in the food unit's circumstances. They can also register the food unit for work (see SECTION 3.16.1.4 REGISTERING FOR WORK). Authorized representatives are not the same as an authorized buyer or alternate payee (see SECTION 7.2.1.2 AUTHORIZED BUYERS AND ALTERNATE PAYEES).

An authorized representative can be either a non-food unit individual person or an organization. They may be designated as an authorized representative for the food unit provided:

1. They are an adult who is sufficiently aware of relevant food unit's circumstances.
2. The authorized representative designation has been made in writing by the primary person, spouse, or another responsible adult member of the food unit.
 - a. The authorized representative designation may be made in ACCESS at application or renewal or by completing the paper Appoint, Change, or Remove an Authorized Representative form ([F-10126A](#) for an individual or [F-10126B](#) for an organization)
3. Their identity and that of the primary person's has been verified.

The designation of a representative also requires a signature from a witness. An individual declared incompetent by a court cannot act as a witness for a signature.

The following groups may not serve as authorized representatives:

- Individuals who are disqualified for an Intentional Program Violation (IPV) (see SECTION 3.14.1 INTENTIONAL PROGRAM VIOLATION (IPV) DISQUALIFICATION) cannot serve as authorized representatives during the disqualification period, unless the agency has determined that no one else is available to serve as an authorized representative.
- Homeless meal providers may not act as an authorized representative for a homeless food unit.
- Agency employees who are involved in the certification process or issuance process may not act as an authorized representative. Special written approval may be granted by the State of Wisconsin in extenuating circumstances.
- Retailers who are authorized to accept FoodShare benefits may not act as an authorized representative, with the exception of some group living facilities (see SECTION 3.2.1.6 GROUP LIVING ARRANGEMENT).

- The authorized representative cannot also be the authorized buyer.

Residents of drug addiction or alcoholic treatment and rehabilitation programs that are certified as authorized retailers by the Food and Nutrition Service (FNS) or authorized to receive funding under part B of title XIX of the Public Health Service Act (42 U.S.C 300x et seq), which supports block grants for substance abuse prevention and treatment, must apply and be certified for FoodShare eligibility using an authorized representative. The drug addiction or alcoholic treatment and rehabilitation program must employ an individual to be the authorized representative.

A residential group living facility must employ an individual to act as an authorized representative for applicants or members. Residents have the option to apply and be certified using an authorized representative from the facility or using someone outside of the facility. For additional information regarding these housing situations (see SECTION 3.2.1.6 GROUP LIVING ARRANGEMENT).

Drug and alcohol treatment centers and the heads of group living arrangements, acting as authorized representatives for their residents, that intentionally misrepresent food unit circumstances may be prosecuted under applicable federal and state statutes. When the member is discharged from a residential treatment program, the facility-authorized representative must be removed from the member's case. For additional information (see SECTION 3.2.1.8 DRUG AND ALCOHOL TREATMENT CENTERS).

If the state agency determines that any authorized representative has knowingly provided false information about a food unit's circumstances or has made improper use of FoodShare benefits, it may disqualify that person from being an authorized representative for up to one year.

Note	<u>Applicants or members that have a court-appointed guardian, conservator, or power of attorney due to incompetency do not need to designate an Authorized Representative. The court-appointed guardian is the authorized representative. The guardian must submit a Letter(s) of Guardianship.</u>
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Guardians and Conservators

Individuals or interested parties may petition a court to appoint a guardian or conservator. There are a variety of reasons that an appointment may be sought including but not limited to:

- Inability to manage finances
- Inability to manage personal health
- Inability to function safely without supervision
- Parent or guardian of a minor is now deceased

Each appointment is unique, and a judge granting the guardian or conservator powers based on the circumstances of the individual.

Appointments might be for an emergency or temporary reason, or for the purposes of succession after the death of the previous guardian or conservator.

Depending on court-appointed powers, a guardian or conservator can apply for, and act in, the same capacity as an authorized representative for the household. Some court-appointed powers give the guardian or conservator sole authority to manage the individual's eligibility. When the powers granted by the court include applying for or managing public assistance benefits, it is not required to also appoint a guardian or conservator as an authorized representative.

Guardians of children living in the same household as the child must be in the same assistance group. If the legal guardian and the child live in different households, they should be in separate assistance groups. To learn more about FoodShare relationship rules (see FoodShare Handbook 3.3.1.1 HUG (Households, Units, and Groups)).

Powers of Attorney

A person may appoint a power of attorney (POA). A POA acts within the scope of authority granted in the power of attorney appointment.

When the powers of attorney relate to personal and family maintenance or public assistance program benefits, the POA can act on behalf of the household without being appointed as an authorized representative. An exception is if the powers of attorney specifically forbids applying for or managing household eligibility for public assistance programs. Review any limitations on their powers, as public benefit management may be reserved for the individual.

When the power of attorney appointment includes “durable” in its title, the appointment remains valid when the individual becomes incapacitated.

Notices

Legal guardians and powers of attorney will receive notices instead of the FoodShare household. Conservators will not receive notices unless they request to receive copies of notices.

4.3.4 Unearned Income

4.3.4.2 Counted Unearned Income

1. Tribal TANF payments.
2. Interest, dividends, and royalty payments if available to a food unit member. Dividends that the food unit has the option of either receiving as income or reinvesting in a trust or other investment are to be considered income in the month they become available to the food unit, unless exempt under [SECTION 4.3.4.3. DISREGARDED UNEARNED INCOME](#).
3. Annually paid annuities and lottery winnings. Average these payments over 12 months. Do not count the entire amount in the month received.
4. Individual Retirement Account (IRA) payments. Budget IRA withdrawal payments based on frequency received (annually, quarterly, or monthly).
5. Net SSI payments.
6. Gross Social Security payments less any repayments withheld due to previous overpayments of Social Security benefits. Include any Child Support payments withheld from Social Security payments. This will ensure that Child Support payments are correctly included in the total gross unearned income and correctly budgeted as a Child Support payment deduction.
7. Unemployment Insurance (Unemployment Compensation) payments.
8. Worker's Compensation benefits.
9. VA disability and pension benefits, ~~COLA~~ including [Cost of Living Adjustment \(COLA\)](#) and other adjustments made to the payments. "Aid and Attendant Allowances" referenced in [SECTION 4.3.4.3. DISREGARDED UNEARNED INCOME](#) are excluded.
10. Private disability payments.
11. Caretaker Supplement (CTS) payments.
12. Child Support and maintenance payments made directly to the food unit or passed through to the food unit by a child support agency, whether court-ordered or voluntary.
 - Child support paid to a custodial parent who resides with the non-custodial parent and the child(ren) for whom the child support is paid is not counted as income.
 - Disregard child support payments received directly from an absent parent by a food unit if the money is turned over to the child support agency.
 - Disregard child support payments retained by a child support agency.
 - Child support arrears paid through the child support agency on behalf of an adult child are counted as income to the individual it is sent or paid to. If the payment is sent directly to the parent, it is the parent's income. If the payment is sent directly to the adult child from the child support agency, it is the adult child's counted income.
13. Child Support and Family Support must be prorated among the members covered by the court order.
 - If a Family Support order includes the custodial parent, the income proration would also include that parent.
 - Child support is prorated for only the children covered by the court order.
 - Maintenance is budgeted for the person actually receiving it.
 - The most up-to-date information about Child Support and Maintenance is auto populated on the CARES Worker Web Child Support screen.
14. W-2 payments received under [Wisconsin Works Transitions \(W-2T₊\)](#), [Community Service Job \(CSJ\)](#) full and prorated placements, [Case Management Follow Up \(CMF₊₊\)](#), [At Risk Pregnancy](#)

(ARP₇), or as the custodial parent of an infant (CMC). CMF+ is an incentive payment for job retention services and is not considered a paid placement for ~~FFS~~ Transitional FoodShare (TFS) eligibility (see Section 8.1.6 System Generated Payments and Section 7.1.1.8 Deny Benefit Increases Due to Penalties in Other Programs).

15. Kinship Care payments are unearned income for the child receiving the payment.
16. Subsidized guardianship payments.
17. Any money received for sick or severance pay from an insurance policy, an income continuance policy, or disability payments from an employer that are not paid as accrued sick, vacation, or personal time. Gross income from these sources is budgeted. Whether or not the income is taxed or untaxed does not determine if the pay is counted as unearned or earned income.
18. Reimbursements for normal household living expenses such as rent, mortgage, personal clothing, and food eaten at home. These are counted because they are a gain or benefit. Include stipends that are part of a financial aid package and are intended as a reimbursement for living expenses.
19. Count a subsidized adoption payment or adoption assistance payment as unearned income.
20. Tribal distribution payments, unless excluded (see TRIBAL / NATIVE AMERICAN PAYMENTS IN SECTION 4.3.4.3 DISREGARDED UNEARNED INCOME₇). Income from tribal distributions should be prorated over the period it is intended to cover if it is predictable and regularly received. If the FoodShare assistance group becomes ineligible and then reapplies before receiving their next installment, continue to use the same prorated amount as before.

Example 1	<p>Dawn receives \$500 quarterly from the Potawatomi Tribe. The frequency of the payment is regular, and the amount is predictable. To calculate the monthly amount to be budgeted prospectively, prorate the amount over the time period intended:</p> <p>$\\$500/3 = \\166.67 per month to be prospectively budgeted.</p>
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21. Money withdrawn or dividends that are received or could be received from an otherwise exempt trust fund.
22. Monetary gifts over \$30 a calendar quarter. Calendar quarters refer to three consecutive month periods beginning with January, April, July, or October.
23. Income from a land contract. Count any portion of monthly payments received that are considered interest from a land contract as unearned income. Do not count the principal as income, because it is the conversion of one asset form to another. If received less often than monthly, prorate it over the period between payments. Do not count this income until a member actually receives it.
24. Any money received from an installment contract must be:
 - a. Counted as income in the month received, or
 - b. Averaged over the number of months between payments. For example, average a quarterly payment received in January over January, February, and March. The food unit must choose one of the above methods. Document the choice in the case record.
25. If someone receives rental income and the property is managed more than 20 hours per week, see Section 4.3.3.4 Rental Income. However, if someone manages the property for less than 20 hours a week, treat the income as unearned and budget it as listed below.
 - o Include gross receipts minus allowable business expenses as earned income. Tax Forms 1040 Schedule C or 1040 Schedule E are used to determine rental income.

- If using tax form Schedule E, use recorded rental income plus the principal paid to estimate future income.
- If the applicant or member has not completed a Schedule C or Schedule E tax form, use the following method to calculate earned income.
 1. When the owner is not an occupant, "net rent" is the total rent payment(s) received minus the total mortgage payment (principal and interest) and other verified operational costs such as (but not limited to) hazard insurance, mortgage insurance, and taxes.
 2. When income is received from a multi-unit property and the owner lives in one of the units, compute "net rent" as follows:

Step 1: Add the total mortgage payment (principal and interest) and other verified operational costs such as (but not limited to) hazard insurance, mortgage insurance, and taxes common to the entire operation.

Step 2: Multiply the number of rental units by the total in Step 1.

Step 3: Divide the result in Step 2 by the total number of units, to get the proportionate share.

Step 4: Add the proportionate share in Step 3 to any operating costs paid that are unique to the rental unit. This equals total expenses.

Step 5: Subtract total expenses in Step 4 from gross rent payments to get net rent.

- CARES will budget self-employment income from rental property as earned income if the property is self-managed 80 or more hours per month. If the monthly hours entered are less than 80, the income will be treated as unearned income even if the self-managed switch is "Y".
- Verify unearned rental income using available documentation. It is not necessary to collect Self-Employment Income Report Forms (SEIRF) for unearned income.

26. Refugee Assistance Program payments.

COVID-19 Pandemic Assistance: Refer to the [Process Help COVID-19 Main Page](#) for specific policies and process related to COVID-19 pandemic income.

7.2.1 Wisconsin Quest Card

7.2.1.2 Authorized Buyers and Alternate Payees

Certain people can receive their own QUEST card to help members purchase food for the households. This includes legal guardians, conservators, powers of attorney, authorized representatives, authorized buyers, and alternative payees. To learn more (see SECTION 3.22.1 DESIGNATED REPRESENTATIVES).

Authorized Buyer

An authorized buyer is a person who is designated by the applicant, member, authorized representative, legal guardian, power of attorney, or conservator to purchase food for the member's household using their FoodShare benefits. An authorized representative cannot also be an authorized buyer. A person can only be an authorized buyer for one FoodShare household. To gain approval as an authorized buyer, the designated individual is required to fill out and submit form [F-16004](#) to the agency of the applicant or member. A group living arrangement or facility-authorized representative cannot also be listed as an authorized buyer for anyone living in the facility.

Once approved, the authorized buyer receives a QUEST card in addition to the member, which allows them to purchase food for the member's household. The authorized buyer is limited to only using the FoodShare benefits and cannot report changes, access case information or any other benefits or services.

Alternate Payee

An Alternate Payee is a person designated by an applicant, member, authorized representative, legal guardian, power of attorney, or conservator to purchase food for the member's household using their FoodShare benefits. To become an alternate payee, complete and submit form [F-16004](#) to the applicant's or member's agency. They can only assist with the applicant or member's use of FoodShare benefits. Once appointed, the alternate payee will receive a QUEST card instead of the applicant or member. An authorized representative can be an alternate payee. A person cannot be an alternate payee and authorized buyer for the FoodShare household.

7.2.1.3 Temporary QUEST Cards

7.2.1.23.1 Requirement to Offer Opportunity to Receive a Temporary QUEST Card

~~Households~~Members approved for expedited benefits must be offered the opportunity to ~~come into the agency to receive a temporary~~receive a Temporary QUEST Card at an agency if they do not have an active QUEST card on file and available to them. This offer must be made by the worker on the same day ~~they are~~the member is approved for expedited issuance, or on the next business day after ~~they are~~the member is approved for expedited issuance. This offer must be documented in the case file.

7.2.1.23.2 Determining Eligibility to Receive a Temporary QUEST Card

Eligibility for a temporary card must be determined by a worker at the time of the request.

To request a temporary card in both expedited and non-expedited situations, the Temporary QUEST Card Request Form ([F-02260A](#)) must be completed by the requestor and then submitted in person at the agency. This form asks the requester to share information about themselves and their relationship to the case, provide information about the reason for their request, and acknowledge that they understand how temporary QUEST cards work and who can legally request and use them.

Once received, the worker will review the form, ask additional questions, and research the case further before determining whether a temporary QUEST card can be issued. Many factors are considered when determining if a person is eligible to receive a temporary QUEST card, such as:

- Their current benefit balance.
- When benefits will next be issued to them.
- How many temporary QUEST cards their case has received in the past 12 months.
- When a new permanent card is expected to arrive in the mail.

The requesting person will also be required to verify their identity at the time they are requesting the card, even if they have already verified their identity in CWW. This means the person will need to either confirm personally identifiable information (such as their Social Security ~~Number~~number, date of birth, or address) or provide an ID document linking them to the FoodShare case (see Section 1.2.6.1 Required Verification to Determine Eligibility for a list of acceptable forms of identification).

All the information will be reviewed as part of the completion of the Temporary QUEST Card Issuance Worker Checklist ([F-02260](#)). This is a required checklist that the worker(s) must complete and scan into the Electronic Case File ([ECF](#)) when someone requests a temporary QUEST card, regardless of whether the request is approved or denied. This checklist can be completed by one worker (who both completes the checklist and issues the temporary card) or by two workers (one who completes the checklist and another who issues the temporary card). This decision may vary by agency.

7.2.1.23.3 Separation of Duties

~~Eligibility~~The Temporary QUEST Card Issuance Worker Checklist that determines eligibility for a temporary card must not be ~~determined~~completed by the same worker who most recently approved the household for FoodShare benefits. Also, a temporary card must not be provided by the same worker who most recently approved the household for FoodShare benefits.

7.3.3 Overpayment Claims Compromise

7.3.3.1 Introduction

An overpayment occurs when a FoodShare household receives more benefits than they were entitled to. An overpayment is a federal debt and Wisconsin is required to recover these debts. Persons liable for an overpayment can request to reduce the debt to an amount which they can repay within three years. This process is called an overpayment claim compromise. The compromise determination process factors the liable persons' current financial circumstances and the reason the overpayment was originally established.

If the compromise request is approved, the debt is reduced to an amount that can be repaid in three years.

If the compromise request is denied, the debt will not be reduced.

The compromise process never increases debt above the amount originally owed at the time of the request for the compromise.

Previous debt payments are not refunded since it was a valid, existing debt at time of collection. This is true for both voluntary (repayment plan or direct payment to the Public Assistance Collection Section (PACS)) or involuntary debt payments (allotment reduction, tax intercept, etc.).

The compromise process is used to determine if the overpayment claim balance can be reduced. Persons believing that they should not have an overpayment or disagree with the overpayment claim amount may request a fair hearing (see Section 6.4.1 Fair Hearings).

Requesting a compromise does not affect the obligation to repay the debt; the household continues to repay the debt during the compromise request process. When a compromise is requested, delinquency and collections (including allotment reduction for actively participating households) are not placed on hold.

7.3.3.2 Overpayment Claims Eligible for Compromise

Overpayments due to agency error or client error are eligible for compromise.

An overpayment must be established into a claim before it can be compromised. The compromise process is not used as a factor to determine whether a claim meets the \$500 minimum overpayment claims establishment threshold (see Section 7.3.1.3 When to Establish an Overpayment Claim).

FoodShare overpayment claims with an outstanding balance may be compromised unless the claim resulted from an Intentional Program Violation (IPV) or a fraud conviction.

7.3.3.3 Overpayment Claims Not Eligible for Compromise

Overpayments due to IPV or fraud convictions are not eligible for compromise.

Compromise requests are not considered if there is an active fair hearing process or during the 90-day fair hearing window. Compromise requests received during the fair hearing process or 90-day fair hearing window must be denied. A new request for compromise can be submitted and evaluated after the fair hearing process is complete or the fair hearing window closes.

7.3.3.4 Compromise Request

The date the signed compromise request is received by the agency will start the 30-day period in which most compromise decisions must be completed. Once all information is received, the request must be approved or denied. If a compromise request is received by the Central Document Processing Unit (CDPU), Milwaukee Document Processing Unit (MDPU), or an agency that should not process the request, the compromise request is forwarded to the agency that owns the claim. The received date is the date the form is received at the correct agency.

Compromises are requested in writing by one of the persons liable for the overpayment (F-03266). Verbal requests for compromises are not valid. For claims where multiple people are liable, only one person is required to request a compromise. The compromise request form is signed by the person requesting the compromise or by a designated representative. The compromise request form is signed by the person requesting the compromise or by a designated representative (see SECTION 3.22.1 DESIGNATED REPRESENTATIVES):

- Authorized representative
- Conservator
- Durable Power of Attorney of Finance
- Guardian of the estate
- Guardian of the person and the estate
- Guardian in general
- Attorney representing the requester

If the request form is not signed or does not have a valid signature, the agency must send a compromise verification request asking for a valid signature. If a valid signature is not received by the due date, the compromise request is denied.

If the form is signed by a person claiming to be the requester's authorized representative, durable power of attorney, or guardian, documentation verifying this status must be provided to the agency. If the documentation was not previously verified and is not provided with the compromise request, the agency must send a compromise verification request. The Appoint, Change, or Remove an Authorized Representative form (F-10126) is also sent, when applicable. If no documentation is provided by the due date, the compromise request is denied.

Example	Colin and Chris are married and jointly liable for an overpayment. Colin completes the compromise request form and mails it to their agency. Chris does not also have to request a compromise. If granted, the compromise would be applied to both liable individuals.
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Some overpayment claims and compromise requests contain multiple people who are no longer living in the same household. In these instances, the requesting person is asked to provide, if known, the address and phone number for the other liable person(s). When the other liable person(s) is contacted, they are asked to provide their household and financial information for a separate compromise calculation. Each liable person on the overpayment maintains equal liability for the full amount of the overpayment (see section 7.3.1.2 Liability), however, the current person or household whose calculation results in the lowest amount expected to repay will result in the claim being reduced to that lowest amount.

In the instance that other liable person(s) does not respond or refuses to cooperate, information from the initial requesting person is used for determinations. The agency can attempt to get information about other liable persons using State systems, data exchanges, and other available information.

Example 2	<p><u>Ria is liable for an overpayment that occurred when she was married to Gerald. They have since divorced and do not live together. Ria completes the compromise request form with the financial information for her current household. She also provides Gerald's contact information. The agency reaches out to Gerald, and he provides them the financial information for his current household.</u></p> <p><u>The agency completes the compromise process, calculating what each household would be able to repay. The agency finds that Ria's household could pay \$35 per month over three years and the Gerald's household could pay \$30 per month over three years. Gerald's expected repayment amount is lower than Ria's, so the overpayment claim for both Gerald and Ria who are equally liable for the claim will be compromised based on the expected repayment of \$30 per month over three years.</u></p>
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Compromises cannot be reviewed or approved until the fair hearing window has closed or until an ongoing fair hearing or court case linked to the overpayment is resolved. Since all newly established overpayment claims have the right to request a fair hearing for 90 days following creation, an overpayment claim will be 90 days old or older before a compromise can be evaluated. If a compromise is requested during the fair hearing period, it is denied. If a fair hearing is granted when claims are being evaluated for compromise, the compromise request is denied. A new compromise can be requested after the hearing concludes or the hearing window closes, whichever is later.

If the requesting household or other liable persons refuse or fail to provide information about liable persons outside of the requesting household, the compromise is not denied. If the other household is asked to submit verification or information and fail or refuse to do so, the compromise will not be denied.

7.3.3.5 Compromise Calculation

The compromise calculation takes the current total balance of client and agency error FoodShare overpayment claims and compares them against a household budget formed through the request process. The household budget is prospectively calculated, resulting in an amount the household could pay monthly over a 36-month period. In instances where the amount that a household can repay is less than the total balance of the overpayment, the claim(s) is compromised to the amount that the household can repay over a 36-month period.

Use the current balance of the claim(s), not the amount when established, when determining if a compromise is appropriate.

To determine the anticipated amount that can be repaid in three years, the household of the liable person requesting the compromise must be evaluated for income, expenses, and assets. Do not use previously verified income and expense information (unless it was verified within the last 30 days) as it does not accurately represent the household's current circumstances. A current snapshot of household circumstances is used to determine repayment.

When a compromise is requested, use the FoodShare Household/Food Unit/Assistance Group (HUG) concepts (see Section 3.3.1 Food Unit/FoodShare Assistance Group/Relationships). The compromising household is what would normally make up a food unit. If an active FoodShare program participant requests a compromise, their current food unit for benefit issuance is considered the household.

The compromise calculation is completed with the Overpayment Claim Compromise Worksheet. Income and expenses reported on the overpayment claim compromise request form is compared to the current sum of all FoodShare overpayment claims eligible for compromise.

If the person requesting a compromise is receiving FoodShare at the time of the request, 10% of their current monthly allotment is multiplied by 36. The final compromise calculation compares the recoupment amount to the amount expected to be repaid from the household income and expenses. The greater of the two is used to determine what can be repaid.

Example 3	Matilda requested a compromise on her FoodShare overpayment claim with an outstanding balance of \$1,000. Based on the income and expenses she reported during the compromise request, it is anticipated that she can repay \$15 a month, or \$540 in 36 months. Since \$540 is less than the outstanding balance of \$1,000, the compromise is approved, and the claim is compromised down to \$540.
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Example 4	Sameer has two FoodShare overpayment claims – one with a balance of \$300 and one with a balance of \$400. The total amount is \$700. He requested a compromise on these claims. Based on the income and expenses he reported during the compromise request, it is anticipated that he can repay \$25 a month, or \$900 in 36 months. Since \$900 is more than the \$700 total outstanding balance of the claims, the compromise is denied.
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Example 5	<p>Cynthia requests a compromise on her FoodShare overpayment claim with a balance of \$1,200. Based on her income and expenses, it is anticipated she can repay \$13 per month, or \$468. Cynthia also receives FoodShare with a monthly benefit of \$250. Ten percent of \$250 is \$25, or \$900. Since \$900 is less than \$1,200, the compromise is approved, and the claim is compromised down to \$900.</p> <p>Ten percent of the FoodShare allotment is used for this compromise since it is the greater of the two amounts when comparing against the income and expenses reported by the household.</p>
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7.3.3.5.1 Asset Limit

Households with more than \$100,000 in available liquid assets are not eligible for compromise, regardless of monthly income and expenses. Persons requesting a compromise will self-declare if their assets exceed the compromise limit.

Example 6	<p>Winston requested a compromise on his FoodShare overpayment claim with an outstanding balance of \$1,000. He reports that he has \$110,000 in stocks, his current monthly income is \$500, and he has monthly expenses totaling \$600. Since his available liquid assets are above the \$100,000 asset limit, his compromise request is denied.</p>
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7.3.3.5.2 Monthly Income

Count monthly household income, both earned and unearned. Earned income includes self-employment. For self-employment, the monthly income is the business income minus business expenses. Losses from a self-employment business will not offset other income and any loss will be considered \$0 income in the compromise calculation.

All income received by the household is counted in the compromise calculation, including income normally disregarded for FoodShare program eligibility.

Monthly household income, both earned and unearned, must be verified.

When calculating prospective monthly income and budget, include income amounts that may vary. For example, seasonal increases or decreases in hours.

7.3.3.5.3 Monthly Expenses

Reported expenses, with the exception of utility expenses, must be verified. Reported utility expenses only require verification if questionable. If reported expenses have a monthly or expected amount to repay, this amount is used in the monthly calculation, rather than the total amount of the expense.

Allowable deductions and expenses include:

- Housing (mortgage, rent, property taxes, home assessment fees, etc.)
- Utilities (gas, electric, water, trash, phone, internet, etc.) Optional services like cable/satellite tv, streaming/subscription services, etc. are not allowed
- Health or medical costs, such as medications, copays, etc.

- Insurance (home, car, rental, health, dental, premiums, deductibles, etc.)
- Debt payments (credit cards, student loans, etc.)
- Financial support to and for others (child support, alimony, child care or elder care costs, etc.)
- Transportation and maintenance costs (auto lease, gasoline, bus pass, etc.)
- Adult education expenses (tuition, books, registration fees, etc.)
- Earned income deduction for households with earned income (deduction is automatically given when earned income is verified)
- A standard deduction representing average expenses most households would have for things like food, transportation, personal care, and regular household costs (deduction is automatically given since it is assumed all individuals have basic monthly expenditures)

Note	Some expenses fit under more than one category. Include a reported expense only once in the compromise determination to avoid counting duplicate expenses.
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Example 7	Beverly requested a compromise on her FoodShare overpayment claim. She reported that she owes \$3,000 for dental services she previously received and that she set up a payment plan with her dental clinic to pay \$50 a month toward this bill. The worker must use the \$50 monthly payment when calculating the compromise, not the \$3,000 total amount.
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Only include verified expenses in the compromise calculation. If a reported expense is not verified, the compromise calculation must be completed with the non-verified expense excluded from the calculation. A compromise may not be denied due to lack of verification of a reported expense.

7.3.3.6 Compromise Decision

Compromise request decisions must be made within 30 days of receipt. If additional information is needed, 20 additional days are allowed for the information to be provided. If the member requests help, agencies must assist with obtaining information, verification, or documentation. Best available information is used when it fairly represents the household's circumstance. Incomplete compromise requests must be denied if they are not completed within 60 days of the request date. Once 60 days have passed from the request date, household submitted information may no longer accurately represent the household and their ability to repay their debt.

Once all information is received, or the verification due date has passed, a decision must be made to approve or deny the request for compromise. Documentation received during the compromise request must be scanned into the case record through the Document Upload and Tracker page in the OCC tool.

<u>If the amount that can be repaid is less than the claim balance</u>		<u>If the amount that can be repaid is greater than the claim balance</u>
<p><u>The compromise is approved.</u></p> <p><u>Approved compromise requests are sent to and completed by DCF PACS.</u></p> <p><u>When more than one claim is involved in a compromise request, some or all of the claims may need to be reduced to a \$0 balance. This is based on what can be repaid, as calculated using the compromise worksheet.</u></p>		<p><u>The compromise is denied.</u></p> <p><u>If the requester does not provide sufficient household and financial information to calculate the compromise, the compromise request is denied.</u></p>

Each liable person must be sent a written notice of the decision (Compromise Claim Approval Notice) when a compromise is approved, including requests containing multiple liable people in the same household. All liable persons, including anyone that lives outside of the requester's household must receive written notice that the balance of their overpayment claim has changed.

If a request for compromise is denied, the requester must be sent a written notice of decision (Compromise Claim Denial Notice) informing them the compromise has been denied. If liable parties outside the requesting household engage in the compromise process and provide information for the compromise determination, a denial notice must also be sent to them. Liable persons living outside of the current household who did not respond to or provide information for the compromise determination do not receive a notice of denial.

No refunds will be issued for payments made on a claim prior to the compromise decision. This includes direct payments, FoodShare recoupments, and money collected through tax intercepts or other collection methods.

The liable people on the claim continue to be responsible for paying any remaining balance after the claim is compromised.

A compromise is not removed from a claim once completed unless the compromise was made in error, a court or administrative law judge orders it, or the person requesting the compromise misled, abused, or failed to disclose information relevant to the compromise determination. Failing to repay or becoming delinquent does not affect a completed compromise and the compromise is not removed.

When a compromise is approved based on a false or misleading request or because of misrepresented, concealed, or withheld information (see Section 3.14.1 Intentional Program Violation (IPV) Disqualification):

1. The compromise should be removed with any compromised claims restored to the correct balance of the claim prior to the compromise, minus any additional payments that have since been made.
2. An IPV should also be pursued if there is clear and convincing evidence that the person intentionally violated program rules.

Approval or denial of a compromise has no impact on a household's current FoodShare eligibility. When information previously unknown to the agency information is reported through the compromise process, it should be considered a reported change known to the agency.

7.3.3.7 Privacy and Disclosure of Information

Information about a claim or compromise request can only be shared with a person outside of the current household if they were a part of the household when the overpayment occurred or if they are acting in a representative role during the compromise process. Only case and case file specific information relevant to the liable person during the overpayment period may be disclosed to that person. Case information cannot be disclosed to liable parties for time periods in which they were not a member of the household. Current household information reported as a part of the compromise request or used in the compromise determination cannot be shared with any liable persons that are not part of the current household.

When an overpayment claim is compromised, it is compromised for all liable persons, even if that liable party is no longer in the household.

7.3.3.8 Requesting a Review of a Compromise Decision

The escalation process is a review process to ensure compromise decisions were correctly determined. Compromise requests must go through the compromise process before going through escalation.

If there is disagreement with the final compromise decision, the requester may ask their agency to have the compromise reviewed. Requests for escalation can be verbal or in writing. The agency will review and evaluate the compromise to determine that correct notices were sent, policy was followed, and in instances of a denial, the compromise denial was correct. The denial is communicated through the IM Escalation Denial Letter. When the escalation is approved, the IM Escalation Approval Letter is sent to all liable parties the compromise request.

If after the escalation review, the requester still disagrees with the agency decision, the claim can be escalated to DHS to ensure the compromise determination was correct. The compromise will go through a similar review process with a DHS Escalation Approval or Denial Letter sent communicating the escalation decision.

Once the compromise is completed, the escalation process is the only recourse for review of the compromise determination. Sole authority to approve or deny compromises rests with DHS and the income maintenance agencies. Fair hearing rights do not apply to claims compromise decisions.

When DHS completes a claims compromise review using the escalation process, the decision is final, and cannot be appealed further.

Each escalation process should be completed within 30 days of the escalation request.

7.3.3.9 Requesting a New Compromise

Liabile persons who have had their request for compromise denied are only eligible for another compromise determination when a significant household change affects their ability to repay. If the reason for the denial was a failure to verify, a new request may be submitted and will be considered for compromise.

In instances where the household is over the asset limit and the request is denied, the liable person(s) may not have a new compromise considered for 18 months. The only exception to this 18-month restriction is a significant household change which affects their ability to repay. The requestor must provide adequate documentation to corroborate their reported change.

Claims are typically compromised only once. If there is significant change in the household's circumstances, the claims should be reevaluated for compromise if a compromise is requested after one was previously granted. Compromised claims are to be paid in full before any new compromise requests are considered for newly established overpayment claims. Compromise requests cannot be reviewed or approved for claims not yet created.

Example 8	<u>Felicity requested a compromise on her FoodShare overpayment claim in March. The compromise was denied due to the calculation determining that the amount she can repay over the next 36 months is greater than the remaining balance of the overpayment claim. Later in the year, Felicity's spouse developed a long-term medical condition that limits their ability to work for the foreseeable future. Due to this, Felicity's household income decreased significantly. Felicity re-requests a compromise in November. Based on the household's current income and expenses, a compromise was approved.</u>
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7.3.3.10 Delinquent Claims

Compromise requests do not stop or prevent claims from becoming delinquent. Households are expected to set up a payment plan or repay claims once they are established. Failure to do so results in the claim becoming delinquent, even if compromise has been requested or is pending a decision.

Claims that are delinquent or in tax intercept can be compromised. Once the debt has been certified as collectable to the Wisconsin Department of Revenue or the U.S. Department of the Treasury, the amount of the debt that was certified to those agencies might still be collected depending on when the compromise is requested and approved.

Collection actions are not placed on hold during the compromise request process.

In instances where a claim has become delinquent and has been sent to collections, no refund is to be issued for any amount that was paid towards the claim, even when a compromise was being determined at or around the same time as the collection.

Example 9	<p><u>Darren is liable for an overpayment with an outstanding balance of \$3,000. He set up a payment plan, but he missed three months of payments. Due to the missed payments, Darren receives a notice in December that the State of Wisconsin will intercept his state tax return to pay toward his overpayment.</u></p> <p><u>In March, Darren completes his annual tax return filing and is set to receive a \$1,000 state tax return. Once he files, his state tax return is intercepted to pay toward his overpayment claim. Around the same time Darren files his taxes, he also contacts his agency to request a compromise on his overpayment claim.</u></p> <p><u>Based on Darren's income and expenses, the compromise is approved. The compromise calculation showed that he is anticipated to be able to pay \$0 toward the overpayment claim, so the remaining balance of the claim is compromised down to \$0. This process takes several days and the same day the compromise is approved, the tax return is intercepted due to the delinquent debt. Although the compromise was approved, the debt was certified as valid and collectible to the Wisconsin Department of Revenue.</u></p> <p><u>No money will be refunded from what was intercepted. The remaining balance of the overpayment will be compromised to \$0.</u></p>
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8.1.3 Deductions

Effective October 1, 2023.

Deduction Type	Amount
Standard For groups with 1-3 people For groups with 4 people For groups with 5 people For groups with 6 or more people	\$198 \$198 208 \$244 \$279
Dependent Care	Use the out-of-pocket amount the food unit is obligated to pay. This is the amount not paid by a third party.
Utility Allowances HSUA (Heating Standard Utility Allowance) LUA (Limited Utility Allowance) EUA (Electric Utility Allowance) WUA (Water and Sewer Utility Allowance) FUA (Cooking Fuel Allowance) PUA (Phone Utility Allowance) TUA (Garbage and Trash Utility Allowance)	\$502 \$347 \$144 \$99 \$42 \$30 \$26
Shelter Maximum Deduction (non-EBD households)	\$672
Homeless shelter deduction	\$180
Medical Allowance	Expenses over \$35