

WISCONSIN DEPARTMENT OF HEALTH SERVICES
Division of Medicaid Services
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To: FoodShare Handbook Users

From: Autumn Arnold, Bureau Director
Bureau of Eligibility and Enrollment Policy

Re: **FoodShare Handbook Release 24-03**

Release Date: 12/18/2024

Effective Date: 12/18/2024

EFFECTIVE DATE	The following policy additions or changes are effective 12/18/2024 unless otherwise noted. <u>Underlined text denotes new text.</u> Text with a strike through it denotes deleted text.	
POLICY UPDATES		
1.1.3 Who is Eligible	Updated information on replacement benefits.	
1.1.4 Eligibility Overview	Updated member age requirement and added information on Renewal Dates for food units.	
1.2.4.8 Medical Expense Verification	Updated verification information for certification period.	
2.1.1.1.1 Telephonic Signatures	Clarified information on signatures.	
2.1.1.2 Application Process	Clarified information on certification periods.	
2.1.2.1 Application Processing 30 Day Time Frame	Clarified information on late interviews or verifications.	
2.1.3.1 Scheduling the interview	Updated for grammar.	
2.1.3.1.1 Notice of Missed Interview (NOMI) Requirements	Removed "Expedited with postponed interview" information.	
2.1.3.2.1 Required Interview Topics	Updated script links.	
2.1.3.6 Post Interview Process	Updated for grammar.	
2.2.1 Certification Periods (Renewals)	Updated FoodShare allotment for 36 month period.	
2.2.1.1 Six Month Reviews	Removed certification period for homelessness or migrant food unit members.	
2.2.1.2 36-Month Certification Period	New section.	
2.2.1.4 Completing a Renewal	Clarified FoodShare renewal information.	

2.2.1.5	Renewal Processing Time Frame	Clarified FoodShare renewal information.
2.2.1.6	Eligibility Reviews for Other Programs and Their Impact on the FoodShare Certification Period	Added information about the 36-month certification period.
2.3.1	Break in Service	Clarified information about food units.
3.14.1.6	Period of Ineligibility	Clarified IPV disqualification information.
3.16.1.1	Background	Updated work requirement age range.
3.16.1.6.2	Ongoing	Clarified information on sanction events.
3.17.1.1	Able-Bodied Adults Without Dependents (ABAWDs)	Updated work requirement age range.
3.17.1.10	Countable Months From Another State	Updated examples.
3.17.1.11	ABAWD Status and Referral Type	Updated counties with an approved suspension of the time limit.
3.17.1.7	The Three-Year Period (FoodShare Clock)	Updated examples.
3.17.1.8	Regaining Eligibility After Exhausting Three Months of Time-Limited Benefits	Clarified requirements to re-application.
3.17.1.9	Three Additional Months of FoodShare Benefits	Updated examples.
3.3.1.3	Relationship Rules	Updated information on members under age 18.
4.3.3.8	Self-employment Expenses	Updated the Federal Standard Deductions.
4.3.4.3	Disregarded Unearned Income	Updated Program of Comprehensive Assistance for Family Caregivers to list of reimbursements to disregard.
4.6.1.3	One-Time Costs	Clarified certification periods for one-time costs.
4.6.4.1	Allowable Medical Expenses	Clarified information on medical expenses.
4.6.4.3	Budgeting Medical Expenses including Medicaid Deductible Expenses	Added budgeting information for FoodShare certification period.
4.6.4.3.2	Examples	Updated and added examples.

6.1.2	Six Month Reporting Requirement	Updated information on certification periods when completing SMRFs.
6.1.3.7	Change Impact Matrix	Added "EBD without earned income" to the Change Impact Matrix.
7.1.1.5	Replacement Issuance for Destroyed Food	Clarified information on food benefits replacements and added information about statement of loss and verification of misfortune or natural disaster.
7.3.1.3	When to Establish an Overpayment Claim	Added information about establishing overpayment claims.
7.3.2.1	Repayments and Delinquency	Updated grammar.
7.3.2.5	Tax Intercept	Removed reference to three notifications being sent.
8.1.1.1	Monthly Income Limits	Updated table for monthly income limits.
8.1.1.2	Regular SNAP Program Monthly Income Limits	Updated table for SNAP program monthly limits.
8.1.1.3	Asset Limits	Updated asset limits for SNAP rules foot units and lottery or gambling winnings.
8.1.2	Allotment for Monthly Net Income and FoodShare Assistance Group Size	Updated allotment table links.
8.1.3	Deductions	Updated deduction amounts.

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1.1.3 Who ~~Is~~is Eligible

Individuals or families who use FoodShare Wisconsin include people of all ages who are employed but have low incomes, are living on small or fixed incomes, have lost their jobs, or have disabilities and cannot work.

An individual or family does not need to be eligible for, or apply for, W-2 to qualify for FoodShare benefits.

U.S. citizens and certain citizens of other countries who live in the United States legally and permanently may qualify for FoodShare benefits.

People affected by natural disasters may be eligible for FoodShare benefits. If a natural disaster (for example, flood, tornado, etc.) occurs, special procedures and a simplified application process are used to issue FoodShare benefits quickly to victims of the disaster (see Section 5.3.1 Disaster Supplemental Nutrition Assistance Program (DSNAP) for Victims of Natural Disasters).

FoodShare Wisconsin can ~~replace~~issue replacement benefits for food purchased with FoodShare benefits that were destroyed in a household misfortune or natural disaster (see SECTION 7.1.1.5 REPLACEMENT ISSUANCE FOR DESTROYED FOOD).

People receiving their nutrition completely through Total Parenteral Nutrition (TPN) may be eligible for FoodShare benefits even if the TPN is covered by Medicaid or another medical program.

1.1.4 Eligibility Overview

Non-Financial Eligibility

The application process begins with a person contacting a local agency to request FoodShare benefits. The local agency must determine whether the applicant is a Wisconsin resident. The local agency must determine whether the applicant is a boarder, foster person, or resident of an institution. Some applicants are not eligible for FoodShare because their food needs are already met. Additional non-financial eligibility criteria may apply.

Individual Eligibility

To be eligible for FoodShare, a person must be a U.S. citizen or qualifying immigrant. A Social Security number (SSN) is required, or the person must apply for an SSN, for each person who is requesting FoodShare benefits. A food unit member cannot belong to more than one FoodShare assistance group with a few exceptions.

Food Unit

The food unit can include anyone who purchases and prepares food with the primary person. There are some exceptions regarding who must be included in the food unit based on relationship rules.

FoodShare Assistance Group

The FoodShare assistance group includes everyone who will receive and can use FoodShare benefits.

Work Programs

Some members aged 16 to 59 must register for work to be FoodShare eligible. Some exceptions exist, including full-time students and parents caring for young children. Some members aged 18 to [52-54](#) must meet a separate FoodShare work requirement in order to maintain eligibility.

Unearned Income

Unearned income, including any unearned income that is deemed from an ineligible member, may be counted. Some types of unearned income include child support, unemployment compensation, Social Security, and W-2 payments.

Earned Income

The food unit's gross earned income may be counted. Some types of earned income include wages, tips, and self-employment income.

Room and Board Income

Income the food unit receives from a boarder may be counted.

Gross Monthly Income Computation

The 200% federal poverty level (FPL) gross monthly income test applies to all broad-based categorically eligible food units as a condition of eligibility, with one exception. Elderly, blind, or disabled (EBD) food units have no gross monthly income test.

Most food units are considered broad-based categorically eligible if their gross monthly income is at or below 200% FPL and the language describing "Job Center" services is issued to the food unit on a CARES-generated notice of decision.

Note The FoodShare worksheet and the CWW budget page refer to "assistance group size" for the gross income test.

Regular SNAP Rules

Food units that include an EBD member with gross monthly income that exceeds 200% of the FPL must be tested for FoodShare using the regular SNAP rules. Under these rules, the assistance group (AG) has no gross monthly income test but must have a net monthly income that does not exceed 100% of the FPL and countable assets that do not exceed the EBD asset limit. ([SEE SECTION 8.1.1.3 ASSET LIMITS](#))

Non-EBD food units, and their AGs being tested under regular SNAP rules, must have income under the gross monthly income limit of 130% of the FPL. They must also pass the net income test of 100% of the FPL and their countable assets cannot exceed the non-EBD asset limit. ([SEE SECTION 8.1.1.3 ASSET LIMITS](#))

Dependent Care

If a food unit member pays for child care or care for an adult food unit member, they may receive a deduction for each dependent. The care must be necessary for the food unit member to look for work, go to work, or attend school.

Shelter and Utilities

Food units that have a shelter or utility obligation may receive a shelter and utility deduction. The actual receipt and application of this deduction will depend on other eligibility and budgeting factors.

The cost of rent, mortgage, taxes, or other shelter costs can be claimed as part of the shelter deduction. Homeless persons can also claim shelter costs. The cost of utilities such as gas, electric, water and telephone can be claimed for the utility deduction. The receipt of Wisconsin Heating Energy Assistance Program/Low Income Home Energy Assistance Program (WHEAP/LIHEAP) benefits in the current month or past 12 months can count towards a utility deduction.

Income Test

Food units that are not categorically eligible must pass the 100% FPL net income test based on FoodShare assistance group size. Broad-based categorically eligible food units do not have to pass this test; however, if net income exceeds the FoodShare net income limit, FoodShare assistance groups of three or more people might not receive FoodShare benefits. If the group's net income equals or is less than the limit, the group may be eligible for benefits.

Note Assistance group size is listed on the CWW budget page for the net income test.

Allotment

The allotment is the monthly amount of FoodShare benefits an eligible FoodShare assistance group receives. The allotment is calculated by looking at FoodShare assistance group size and total adjusted net income. Prorate the initial allotment if the FoodShare assistance group applies after the first of the month.

Renewal Date

The local agency must review a food unit's eligibility within certain time frames. Most food units are certified for 12 months. Food units that include a migrant or seasonal farm worker, and food units who are homeless, are certified for six months.

Food units that include only EBD persons with no reported earnings are (these food units may also include children under 18 regardless of their disability status) may be certified for 42-36 months (see SECTION 2.2.1.2 36-MONTH CERTIFICATION PERIOD-).

All food units are subject to reduced reporting policy.

Benefit Amounts

FoodShare benefit amounts are based on the number of persons who are eligible and monthly net income after deductions. The lower the net income, the more FoodShare benefits a FoodShare assistance group may receive. Only families with very little or no monthly net income will receive the maximum amount of FoodShare benefits.

1.2.4 Financial Verification

1.2.4.8 Medical Expense Verification

7 CFR 273.2(f)(1)(iv)

Verification at Application

Medical expenses totaling over \$35 claimed by an EBD person must be verified at application for the expense to be used in the FoodShare benefit calculation.

7 CFR 273.2(f)(8)(ii) and 273.12(c)

Verification during the Certification Period

Verify changes in medical expenses reported by the food unit during the certification period if they are from a new source, the total amount of previously verified medical expenses has changed by more than \$25, or the information is questionable.

Do not act on changes reported by a source other than the food unit, which require contacting the food unit for verification. Only act on changes in medical expenses that are reported by a source other than the food unit if those changes are verified upon receipt and do not require any additional verification or contact with the food unit.

Example 7	Edith, a disabled FoodShare member, provided proof of her \$200 monthly prescription costs from her pharmacy at application. In the third month of her <u>36-month</u> FoodShare certification period, she reports that she was hospitalized last month and now has a \$1,300 obligation for a hospital bill. <u>Because it is the best benefit to Edith and her IM worker agree that this, the</u> bill will be averaged over <u>the remaining 9 months in Edith's, the remainder of the first 12 months of her</u> FoodShare certification. <u>Edith's IM worker explains that in order to</u> receive the deduction for this new medical expense, verification is required. If verification is not provided, only the \$200 deduction is allowed.
Example 8	Mario, an elderly FoodShare member, reported and provided proof of his \$90 monthly prescription costs at his most recent FoodShare renewal in December. In March, he reports that his prescription costs have increased to \$114 per month. <u>The IM worker updates his case. The additional amount is budgeted</u> and does not require verification of the increased medical expense because the total medical expenses did not change by more than \$25.
Example 9	Violet, a disabled FoodShare member, is eligible for home and community-based waivers as a Group B participant. At application, Violet reports and provides proof of a recurring monthly medical expense for FoodShare. In the fifth month of her certification period, <u>Violet's IM worker receives notice from</u> the Aging and Disability Resource Center

	<p>(ADRC) <u>of submits</u> a medical/remedial cost for her Group B Waiver cost share calculation <u>to the IM agency</u>.</p> <p>For FoodShare purposes, this change is not considered verified upon receipt <u>and verification is requested before action is taken</u>.</p> <p>If the care manager had provided verification of the medical/remedial expense, the verification could be used as a FoodShare expense at the time the change was reported. The new FoodShare expense amount is allowed as a medical expense and is used in the benefit calculation.</p> <p><u>If Violet reported the medical/remedial expense, the expense would be added to the case and a request verification sent.</u></p>
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7 CFR 273.2(f)(8)(i)(A)

Verification at Renewal

Previously unreported medical expenses, changes in total recurring medical expenses by more than \$25, and questionable information must be verified at renewal.

Example 10	<p>Sally reports and provides proof of a \$150 recurring monthly prescription medical expense at her FoodShare application. At her renewal, she states that this monthly expense continues but that it has increased by \$10. <u>Sally's IM worker updates her</u> Her case <u>is updated with the expense</u> and does not require verification.</p> <p>If Sally had reported at renewal that she also had a new recurring medical expense of \$90 for monthly chiropractic visits, verification of this new expense would be required.</p>
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Examples of applicant or member statements that may be considered questionable include:

- An applicant or member who has private health insurance or is covered by Medicaid or BadgerCare Plus and is claiming unusually high out-of-pocket expenses for a time period when they had coverage.
- Claimed monthly medical expenses that exceed monthly income.

If questionable, workers must request verification must be requested, which may include date of service, billing date, amount owed, and date amount is due.

Medical expenses are budgeted prospectively, so do not require eligible EBD food unit members to verify recurring medical expenses monthly. Rely on estimates of recurring medical expenses during the certification period. Include changes that can be anticipated based on available information. Consider the food unit member's medical condition, public or private medical insurance coverage, and the current verified medical expenses incurred by the food unit member.

When converting medical expenses to monthly amounts, use the same calculation methods used for budgeting prospective income.

2.1.1 Initial Certifications (Applications)

2.1.1.1 Application Methods

2.1.1.1.1 Telephonic Signatures

7 CFR 273.2(c)(7)(viii)

An applicant may sign a FoodShare Application by providing a telephonic signature. A telephonic signature is the same as a written or electronic signature and sets the applicant's filing date.

Applicants must attest that the information they provided is complete and accurate when providing their telephonic signature.

~~The agency must use Genesys in order must be used~~ to record a telephonic signature. A copy of the case summary showing that a telephonic signature was collected is stored in the electronic case file. ~~The IM worker must record the signature in Genesys.~~

Only one signature is needed for an application request. A case summary must be sent to the applicant following the interview but does not require ~~aan additional~~ signature ~~unless changes are made to the summary.~~

2.1.1.2 Application Process

A new FoodShare Application is required when a person or household makes a request for FoodShare benefits and:

- They have not received FoodShare benefits in Wisconsin in the current or past month, or
- They have received FoodShare benefits, but benefits have been terminated beyond the calendar month following the month of closure.

The application process includes filing and completing an application form (paper, online, telephone), completing a FoodShare interview, and verifying certain information. The agency may not certify a FoodShare assistance group for benefits without a signed application on file.

The FoodShare application process includes multiple steps, including:

1. Submit an application (setting a filing date) in one of the following ways:
 1. Submit a paper FoodShare Application with the minimum required information (name, address, and signature) using the FoodShare Application.
 1. Complete an [ACCESS](#) application online with an electronic signature.
 1. Complete a FoodShare Application over the phone using a telephonic signature (see [SECTION 2.1.1.1.1 TELEPHONIC SIGNATURES](#)).

2. Screen for Priority Services (see SECTION 2.1.4.1 ELIGIBILITY FOR PRIORITY SERVICE AND EXPEDITED ISSUANCE AT APPLICATION).
3. Complete an interview either in person or by phone (see [SECTION 2.1.3.5 TELEPHONE INTERVIEWS](#)).
4. Verify required information (see SECTION 1.2.1 VERIFICATION INTRODUCTION).
5. Review all information and then make an eligibility determination (see SECTION 2.1.7 CONFIRMING THE FOODSHARE ELIGIBILITY DETERMINATION IN CARES).

Assistance completing the application process (for example, providing an interpreter, meeting disability needs, etc.) must be offered and provided at no cost to the applicant.

FoodShare assistance groups eligible for zero FoodShare benefits in their initial benefit month and a FoodShare allotment greater than zero in the second month will ~~be certified for 12 months beginning with~~ begin their certification period in the application month.

Example 1	The A 12-month renewal was due by February 28. The member did not complete an interview in the renewal month. It is now April 3, and the member is calling to complete the interview and renewal. In this scenario, the member would need to reapply for FoodShare. This case would require a new signature (see SECTION 2.1.1.1.1 TELEPHONIC SIGNATURE), evaluation for expedited services (see SECTION 2.1.4 EXPEDITED SERVICE AT APPLICATION) along with completing the full application process.
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2.1.2 Application Processing Time Frame

2.1.2.1 Application Processing 30 Day Time Frame

7 CFR 273.2(c); 7 CFR 273.2(g); 7 CFR 273.2(h)(2)(i)(A)

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The application process must be completed 30 days from the initial filing date, unless the applicant is eligible for expedited services (see Section 2.1.4 Expedited Service at Application). Day one of the application processing period is the day after the filing date. The time frame for processing an application is the filing date plus 30 days.

If the 30th day falls on a weekend or postal holiday:

- For denials, the action to deny should be taken the next business day.
- For approvals, the approval must be processed no later than the 30th day. Waiting until the next business day or later to process an application for an eligible FoodShare assistance group is untimely and, therefore, not allowable.

Note If the application is being processed after adverse action, ~~CARES will test~~ eligibility will be determined for the application month and the next two months. If the food unit is ineligible for the application month and the second month, eligibility for the third month will also fail and the applicant would have to reapply even if there are changes in the third month that may make the food unit eligible for that month.

Applicants are required to cooperate with the completion of this process. Agencies are required to assist the applicant in the completion of the application process if the applicant requests such assistance.

When the application process has not been completed by the end of the 30th day, a notice of pending will be sent explaining the necessary steps to resolve the delay. If there is outstanding verification, the notice of pending will list those outstanding items.

Late Interview or Verifications

~~When an~~ When an applicant fails to complete an interview, the application must be denied. If the interview is completed and the applicant fails to submit required verification by the 30th day following the filing date, or 20 days from the date verifications were requested, whichever is later, the application must be denied. The applicant has an additional 30 days from the date of a timely denial (denied on day 30), or 60 days from the filing date, to complete their interview and submit ~~the any~~ required verification without requiring a new application or interview ~~(that is, required verifications are received during the period on or after the 31st day but no later than the 60th day from the filing date).~~ If the applicant is found eligible, benefits should be prorated from

the date all required verifications were submitted, or the interview was completed (if no verifications are required). The initial month of application should be denied.

Example 1	<p>Jane applies and completes her interview on January 5, and her application is considered a regular 30-day application. Her verification checklist is mailed on January 6 with a due date of February 5. Jane fails to submit the required verifications by February 5. Her case is denied for lack of verification on the 30th day. The notice will inform Jane that she will have until March 9 (60 days from the filing date including extensions for weekends) to submit the required verification without needing to reapply.</p> <p>If verifications are not submitted by this date, Jane will need to reapply and complete a new interview in order to have her eligibility determined.</p> <p>If verifications are submitted any time after February 5 but on or before March 9, issue prorated benefits from the date all verifications were submitted.</p>
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See 1.2.1.2 Request for Verification for details on verification time frames.

All actions must be completed by day 60 or the application will be denied. If the interview is completed after day 30 with a result of pending verification, all pending verification must be returned 60 days following the filing date, or a new application is required.

Example 2	<p><u>George submitted an application but failed to complete his interview by day 30. The agency denies his application. George goes into the agency on day 55 of his 60-day application period and completes his interview. George reports employment which is then pended for verification. George will only have until day 60 to verify this employment or he will be required to reapply.</u></p>
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2.1.3 Interviews

2.1.3.1 Scheduling the Interview

7 CFR 273.2(e)(3)

Agencies must make every attempt to schedule interviews to ensure that an initial FoodShare eligibility determination can be completed within the 30-day processing time frame. Priority Service interviews must be completed (see Section 2.1.4 Expedited Service at Application).

FoodShare applicants have the right to complete a face-to-face or phone interview (see [SECTION 2.1.3.5 TELEPHONE INTERVIEWS](#)). If an applicant requests a face-to-face interview, the interview is typically held at the local office but may be held at a mutually acceptable location such as the applicant's residence.

If a home-based certification interview is scheduled with the applicant or member, a hardship must exist (including but not limited to) and must be case commented:

- Illness
- Transportation difficulties
- Care of a household member
- Hardships due to residency in a rural area
- Prolonged severe weather
- Work or training hours that prevents the household from participating in an in-office interview

Agencies are required to schedule and provide written notice of an interview for an initial FoodShare application. Notice of the interview must be in writing and mailed to the applicant unless the notice cannot be received by the applicant prior to the date of the interview. Verbal notification of the interview is only allowable if an interview letter cannot be received prior to the interview and only if the agency provides this information directly to a responsible adult household member. If verbal notice is provided the agency must document in case comments that a verbal notice was provided, the name of the person who received the verbal notice, the date and time of the interview, and whether the interview will be conducted by telephone or face-to-face.

If the applicant is physically present when the appointment is scheduled, the agency must provide the applicant a printout of the written notice.

The IM worker must make two attempts to contact the applicant or an adult member of the food unit at the time of the scheduled interview. If the first attempt to contact the food unit is unsuccessful, make a second attempt 15 minutes after the first call. If the second attempt is unsuccessful, the IM worker must document in case comments that they were unable to contact the food unit at the appointment time, that the follow-up call was made, and the length of time between calls. Send the Notice of Missed Interview (NOMI), directing the food unit to contact the agency to reschedule.

NOMI requirements must be met if the applicant or member misses the interview.

The agency must notify each applicant or member who misses the application or renewal interview that they missed the scheduled interview and that the applicant or member is responsible for rescheduling a missed interview. The use of Client Scheduling in CWW will ensure that the NOMI is generated by CWW and sent to the applicant or member (see Process Help, [Section 1.8.9.7 Automated NOMI for FoodShare](#)). If Client Scheduling is not used, a NOMI must be manually issued by the local agency. A copy of the agency notice must be scanned to the electronic case file. Agencies may not deny an application prior to the 30th day after the application filing date if the applicant fails to appear for the first interview.

For applicants who miss a scheduled appointment and contact the agency to reschedule within the 30-day application processing period (see [SECTION 2.1.2 APPLICATION PROCESSING TIME FRAME](#)), the agency must schedule another interview.

An application must not be denied prior to the 30th day, unless the interview has been completed, even if other information has been reported on the application that would make the FoodShare assistance group ineligible.

On-Demand Interviews

Wisconsin received federal approval for a waiver that allows IM consortia to implement an on-demand, or unscheduled, interview model. Under the on-demand interview model, FoodShare applicants and renewing members may call their IM agency to complete ~~the required a~~ FoodShare interview during the agency-designated FoodShare on-demand hours.

A consortium must apply this model across all agencies within the consortium. An on-demand interview must be offered at both application and renewal. A consortium implementing the on-demand interview model must continue to [offer and](#) provide scheduled face-to-face or telephone interviews upon request.

All FoodShare applications must be screened for priority service and expedited issuance. A consortium must meet the following application and renewal processing standards:

- Priority service applications: IM workers must make at least two attempts to contact an applicant to complete the interview on the same business day the application is received or by the end of the next business day. IM workers must continue to meet all priority service processing standards.
- Standard 30-day applications: IM workers must make at least two attempts to contact an applicant to complete the interview on the same business day the application is received or by the end of the second business day following the day it was received.
- Renewals: On-demand interviews must be offered for all renewals when received. IM workers must make at least two attempts to contact a member to

complete the interview on the same business day the renewal is received or by the end of the fifth business day following the day it was received.

A worker should make two contact attempts, at least 15 minutes apart, to complete the interview. If the worker is unable to connect with the applicant or member during these attempts, pend for interview.

Exception

Sometimes two contact attempts are not possible such as when there is a disconnected phone, or if the applicant is unavailable and specifically tells the worker not to call them back if they connect on the first attempt. See below for alternative processing.

When an applicant or member is contacted during the first attempt:

- If the first contact is made and the worker connects with the applicant and the applicant cannot complete the interview at that time, schedule the interview at an agreed upon date and time and send the scheduled interview notice. No other contact attempt is required as this contact meets the On-Demand requirement.
- If the first contact is made and the worker connects with the applicant, but the applicant cannot complete the interview at that time, and an interview cannot be scheduled at an agreed upon date and time (because they do not want to schedule an appointment at that time or because they state they will call back at another time), the worker should pend for an interview. This meets the On-Demand requirement, and no additional contact attempt is needed.

Notice of Interview for On-Demand Interviews

If an IM worker is unable to complete the interview at the time they contact a household as described above, the IM worker must send a Notice of Interview. For on-demand interviews, the Notice of Interview language will be generated on the verification checklist (VCL). The household has nine calendar days from the VCL mailing date to call and complete the FoodShare interview. The Notice of Interview provides instructions to complete the interview. If the last day of the on-demand interview time frame falls on a weekend or CARES holiday, the due date will be the next business day. The on-demand interview timeframe of “10 days to call to complete” will not be adjustable in CWW. Verification due dates for other types pended after the interview will continue to be based on policy requirements and IM worker action.

2.1.3.1.1 Notice of Missed Interview (NOMI) Requirements

Application:

Not expedited

The agency must send a separate NOMI letter to each applicant who does not meet the criteria for expedited issuance and misses the scheduled interview appointment. The NOMI letter must inform the applicant that they missed the scheduled appointment and

are responsible for rescheduling the interview. If the applicant contacts the agency within the 30-day application processing period, the agency must schedule a second interview. The application may not be denied due to an incomplete interview prior to the 30th day after the application filing date.

~~Expedited~~ regular

A NOMI must be sent when the household misses the interview that was scheduled, and a second interview cannot be scheduled within the seven-day expedited processing period due to household delay.

~~Expedited with postponed interview~~

~~Effective June 1, 2020, the FoodShare interview may no longer be postponed. The interview must be completed prior to initial benefit issuance for all applications.~~

On-demand interview

If an applicant does not complete ~~the a~~ required FoodShare interview by the last day of the on-demand interview time frame specified on the VCL, a NOMI will automatically be generated from CWW. The NOMI will include the date by which the interview must be completed and will indicate that the household will not get FoodShare benefits if the interview is not completed.

If an interview is scheduled using Client Scheduling, the NOMI will be automatically generated when a scheduled interview appointment is missed.

Renewal:

Language contained in the CARES generated Renewal Notice and closure notice meets NOMI requirements, therefore an additional NOMI letter does not have to be sent if the member misses the scheduled interview appointment.

On-demand interview

If a member does not complete ~~the a~~ required FoodShare interview or verification requirements before adverse action of the renewal month, a Notice of Termination with NOMI language will automatically be generated from CWW. The notice will include the date when the member's FoodShare benefits will end due to not completing ~~the a~~ required interview and will indicate that the member should call the agency to complete the interview.

2.1.3.2 Completing the Interview

2.1.3.2.1 Required Interview Topics

All FoodShare interviews must include a discussion of the following items in addition to standard financial and non-financial eligibility criteria:

- Use of SSNs (see [Section 3.13.1 Social Security Number \(SSN\) Requirements](#))
 - A SSN is required for each individual requesting benefits unless they meet a religious exemption.
 - SSNs are used for data matching. Data matches are used to check that you can get and keep getting benefits.
- FoodShare rights and responsibilities (see Your Rights and Responsibilities for FoodShare ([F-10150B](#))).
- Appropriate application processing standard time frames for non-expedited (see [SECTION 2.1.2 APPLICATION PROCESSING TIME FRAME](#)) and expedited benefits (see [Section 2.1.4 Expedited Service at Application](#)).
- Applicable change and simplified reporting requirements (see [Section 6.1.1 Change Reporting for All Food Units \(Simplified\)](#)) at the time of the interview.
 - How changes can be reported.
 - What changes must be reported.
 - When changes must be reported.
- Six-month reporting (see [SECTION 6.1.2 SIX MONTH REPORTING REQUIREMENT](#)) or renewal (see [SECTION 2.2.1 CERTIFICATION PERIODS \(RENEWALS\)](#))
 - How to obtain assistance in completing the Six-Month Report Form (SMRF).
 - When the Six-Month Report Form (SMRF) will be sent.
 - When the report form is due.
 - Consequence for failing to file a report.
 - Changes that must be reported on the Six-Month Report Form (SMRF):
 - Address, and shelter and utility costs associated with a new residential address
 - Household composition
 - Income
 - Substantial Lottery or Gambling Winnings
 - Court-ordered child support payments for a non-household member
- QUEST card information
- Explanation of FoodShare Basic Work Rules (see [SECTION 3.16.1 FOODSHARE BASIC WORK RULES](#)) and FoodShare Work Requirements (see [SECTION 3.17.1 FOODSHARE WORK REQUIREMENTS FOR ABAWDS](#)), if the food unit includes an applicant or member subject to a work requirement.
 - IM workers must identify which applicant(s) or member(s) are subject to FoodShare basic work rules and FoodShare work requirements and provide the following information:
 - An explanation of each work rule and applicable work requirement.
 - Information on exemptions from each applicable work rule and work requirement.
 - An explanation of the process to request an exemption, including contact information to request an exemption.
 - FoodShare rights and responsibilities.
 - What is required to maintain eligibility under each work rule and applicable work requirement.

- Consequences for failure to comply with each work rule and applicable work requirement.
 - An explanation of the process for requesting good cause, including examples of good cause circumstances and contact information to initiate a good cause request.
 - Information on the FoodShare Employment and Training Program (FSET) and benefits of FSET participation if the food unit includes an individual subject to the FoodShare Work Requirements.
 - Information on the status of the time limit of the FoodShare Work Requirement if the household lives in an area or on tribal lands where the time limit of the FoodShare Work Requirement is suspended.
- The appropriate sections of the "[FoodShare Basic Work Rules and FoodShare Work Requirements Script for IM Workers](#)" must be read to meet the above requirements.
- Discuss the FSET program and offer voluntary referrals to FSET to eligible FoodShare members.
 - At the end of the call, the "[Reporting Requirements Call Script](#)" must be read.

2.1.3.6 Post Interview Process

If verification is needed after ~~the~~an interview, mail out a verification checklist and send it to the applicant or member with instructions to provide the listed documents to the local agency within 20 calendar days or by the end of the application or renewal processing period, whichever is later. The agency must always provide the applicant with a copy of the case summary after the interview is complete.

If the food unit claims deductible expenses during the interview, the food unit must verify certain claimed deductions or the deduction will not be allowed (see [SECTION 1.2.4.5 EXPENSE VERIFICATION](#)). If verification of the deductions is not provided, do not allow the deduction and do not close the case.

Applications

At the end of the telephone interview, the agency must record the telephonic signature if they do not already have a written, telephonic, or electronic signature, and then generate a copy of the case summary to be mailed to the applicant. The applicant must review the case summary and notify the agency within 10 calendar days if corrections are needed.

If a telephonic signature is not provided at the time of application, inform the applicant during the interview they must sign the case summary and return it or an application document to set the filing date for FoodShare. The application is not complete, and a filing date is not set until a signature is on file. The application should pend for the signature.

Renewals

At the end of ~~the~~a renewal interview, collect a telephonic signature if a written, telephonic, or electronic signature has not already been collected. If the member refuses to provide a telephonic signature, instruct the member that you will be mailing the printed case summary to them for their signature. In this situation, the case summary needs to be signed and returned to the agency within 10 calendar days or by the end of the renewal processing period, whichever is later. The renewal is not complete until the signed case summary signature page is returned to the agency.

If the signed case summary is not returned within the 10-day period or by the end of the renewal processing period, whichever is later, the case needs to be closed for failure to return the FoodShare renewal signature.

2.2.1 Certification Periods (Renewals)

7 CFR 273.14(a); 7 CFR 273.10(f)

The certification period for FoodShare eligibility for most food units is 12 months. ~~A certification period should never exceed 12 months.~~ Food units where all members are homeless and food units that include a migrant or seasonal farm worker have a six-month certification period. Food units where all adult members are EBD and have no earned income may have a 36-month certification period.

The food unit must answer questions about their current household information in the last month of the certification period to be recertified and continue receiving FoodShare benefits. This is called a renewal. ~~Members~~ The food unit may need to verify some of the current household information they provide. At renewal, most food units must complete an interview (see SECTION 2.1.3 INTERVIEWS) and verify current household information in the last month of the certification period in order to be recertified and continue receiving FoodShare benefits.) This is called a renewal.

Note When a food unit moves into a Transitional FoodShare (TFS) certification period, their regular certification period will end early. The TFS certification period will begin the following month and will end five months later (see Section 5.1.1 Transitional FoodShare Benefits (TFS)). The food unit must complete a renewal in the last month of the certification period the same as other to continue to receive regular FoodShare households benefits.

FoodShare assistance groups with zero FoodShare benefits in their initial benefit month (pro-rated benefits) and a FoodShare allotment greater than zero in the second month, will be certified for six-, 12, or 4236 months (depending on their household composition) beginning with the application month. If FoodShare eligibility is denied in the month of application for any other reason, and eligibility begins the following month, the six-, 12, or 4236-month certification period begins in the month following the application month. If the benefit calculation is zero for the first two months, the case will be denied.

Example 1	Barry applied for FoodShare in August after he lost his job. In the FoodShare benefit determination for August and September, Barry received zero for August due to pro-rated benefits and \$98 in September. His certification period starts in August.
Example 2	Barry's VQT sanction ends August 8. He reapplies and re-requests FoodShare on August 25. He is ineligible in August and eligible for \$141 in September. Barry's 12-month certification period begins September 1.
Example 3	Barry applied for FoodShare November 29 after his unemployment compensation ended. Barry reports during the application that he is homeless. Barry received his full unemployment benefit in his final month, so he is not eligible for FoodShare in November because his

	income was over the gross income limit, but he is eligible in December. Barry's six-month certification period begins December 1.
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2.2.1.1 Six Month Reviews

The certification period of the following food units is six months:

1. Food units that include a migrant of seasonal farm worker, or
 2. Food units where all members are homeless (not including certain EBD no earnings food units), ~~or~~.
- ~~1. Food units for which action is taken in CARES to indicate homelessness or a migrant food unit member prior to adverse action in month four of the certification period.~~

Note	Once a six-month certification period has been established the renewal may remain due in month six even if the homeless food unit secures housing or the migrant worker leaves the food unit prior to the renewal month, depending on when the change is reported (see <u>SECTION 6.1.3.7 CHANGE IMPACT MATRIX</u>).
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2.2.1.2 36-Month Certification Period

Certain EBD food units with no earned income can receive 36-month certification periods. These food units will not need to complete SMRFs and may not need to complete an interview at renewal.

Food units must meet the following criteria to receive a 36-month certification period:

- All adult members must be EBD and have no counted earned income.
- Must include at least one adult member.
- Children under the age of 18 may be present in the household even if a child has earned income. Once a child who is not disabled turns 18, the household will no longer meet the eligibility criteria to have a 36-month certification period.
- No member can be a migrant farm worker.

Note	<u>If the food unit meets the criteria to receive a 6-month certification period (see SECTION 2.2.1.1 SIXMONTH REVIEWS), they will not receive a 36 month certification period.</u>
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Food units that can receive a 36-month certification period should receive expedited service, if eligible (see SECTION 2.1.4 EXPEDITED SERVICE AT APPLICATION).

All food units with 36-month certification periods are simplified reporters (see SECTION 6.1.1 CHANGE REPORTING FOR ALL FOOD UNITS (SIMPLIFIED)).

All food units that meet the criteria to have a 36-month certification period are sent annual outreach letters at months 11 and 23. This letter includes a case summary detailing current FoodShare information on their case. The food unit has no required action to take at that time, besides existing simplified reporting requirements. Updating

current case information can ensure the assistance group is receiving the correct benefit amounts to which they are entitled.

<u>Example 1</u>	<u>Ethel has a 36-month certification period. In the 11th month of her certification period, she receives her annual outreach letter, including a summary of the current information on her case. Ethel reviews her case summary and notices she is not receiving a deduction for a new, ongoing prescription medication she started two months ago. Ethel has no required changes to report at this time. Even though it is not required, Ethel calls her agency to report her new medical expense. She provides verification of the expense. She provides verification of the expense. Her monthly FoodShare benefit increases due to the new medical expense deduction.</u>
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Food units with 36-month certification periods cannot shorten their certification period. The renewal for a 36-month certification period will not continuously align with another program's renewal or application. No other program has 36-month certification periods.

If a food unit with a 36-month certification period becomes eligible for Transitional FoodShare (TFS), their certification period will be shortened in accordance with TFS policy (see SECTION 5.1.1 TRANSITIONAL FOODSHARE BENEFITS).

Interview

The first time a food unit receives a 36-month certification period at their initial application, they are required to complete an interview. At renewal, these food units may not be required to complete an interview. If there is pending verification or questionable information on the case at renewal, or if the food unit no longer meets the eligibility criteria to have a 36-month certification period, an interview is required. Food units will receive a letter with instructions on how to complete their required interview. If the required interview is not completed, the case will lose their FoodShare eligibility.

Food units can always request a renewal interview even if it is not required. The food unit is responsible for contacting their agency to complete an optional interview. No food unit will be determined ineligible for failing to complete an optional interview. An optional interview must be completed within the renewal month.

Never deny an application or renewal without first attempting to schedule an interview.

Losing 36-Month Certification Period Eligibility

If a food unit stops meeting the eligibility criteria to have a 36-month certification period, their certification period will not be shortened. If the food unit is still eligible to receive FoodShare benefits, they will retain the remaining months in their 36-month certification period and their renewal date will not change. However, these food unit will need to complete SMRFs every six months until their next renewal and complete an interview at their next renewal.

A food unit could stop meeting the 36-month certification period eligibility criteria but maintain eligibility for FoodShare benefits in the following ways:

- A non-EBD adult food unit member is added to the case or becomes eligible for FoodShare on the case,
- An adult food unit member loses their disability determination,
- An adult member of the food unit reports receiving counted earned income, or
- A migrant farm worker is added to the food unit.

<u>Example 2</u>	<u>Ci and his 17-year-old son Alang apply for FoodShare together. Ci is disabled and does not have any earned income. Alang is not disabled and has a part time job. Even though Alang has earned income, the food unit receives a 36-month certification period because Alang is not an adult. Eight months into their certification period, Alang turns 18. The food unit no longer meets the 36-month certification period eligibility criteria because Alang is now a non-disabled adult with earned income. The food unit will be required to complete SMRFs at months 12, 18, 24, and 30 and will be required to complete an interview at their next renewal. If the food unit circumstances have not changed at their next renewal, the food unit will receive a 12-month certification period.</u>
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When a food unit loses their eligibility criteria to have a 36-month certification period, they will be notified of the requirement to complete SMRFs and their next SMRFs due date, if applicable. These food units will not receive Annual Outreach letters since they are required to complete SMRFs. If the food unit stops meeting the eligibility criteria past month 30 in their certification period, they will not be required to complete SMRFs because their next required eligibility action is the renewal.

Once a food unit loses their 36-month certification period eligibility criteria, they are required to complete SMRFs and complete an interview at renewal even if they regain 36-month certification period eligibility criteria.

<u>Example 3</u>	<u>Jan, Darrel, and Theresa have a 36-month certification period. Jan and Darrel are elderly, Theresa has a disability, and no one in the food unit has earned income. Sixteen months into their certification period, Darrel reports his granddaughter Nataleigh moved in. Nataleigh is 19. Since she does not have a disability and is not elderly, the food unit no longer meets 36-month certification period eligibility criteria. The food unit is required to complete SMRFs at months 18, 24, and 30 and complete an interview at renewal. Seven months after losing eligibility criteria, month 23, Darrel reports Nataleigh moved out. While the food unit meets the 36-month certification period eligibility criteria at this time, they are still required to complete SMRFs at months 24 and 30 and complete an interview at renewal. If the food unit still meets the eligibility criteria at their next renewal, they will receive a 36-month certification period.</u>
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Food units that stop meeting the 36-month certification period eligibility criteria and are ineligible for FoodShare will stop receiving FoodShare benefits.

Conversion

Existing FoodShare food units that meet the eligibility criteria at project implementation will have their certification periods extended between two and 24 months. These food units will receive a one-time conversion letter. The letter will tell them of the change to their certification period, their new renewal date, reporting requirements, and responsibilities. No food unit will receive a certification period longer than 36 months or shorter than 12 months. At their next renewal, if the food unit still meets eligibility criteria, they will receive a 36-month certification period. Post implementation, all applicants that meet eligibility criteria will receive a 36-month certification period.

2.2.1.3 Shortening a Certification Period

7 CFR 273.10(f)(4) Waiver approval

Agencies may not end a certification period earlier than the assigned termination date, unless the agency receives information that the food unit has become ineligible, or the food unit does not cooperate in clarifying its circumstances. Loss of W-2 or a change in employment is not sufficient in and of itself to meet the criteria necessary for shortening certification periods.

A certification period may be shortened only in the circumstances described below:

- There is a new request for health care or child care (Wisconsin Shares), or
- A health care or child care renewal is due prior to the FoodShare renewal, and
- The food unit has stated they want to complete a FoodShare renewal at the same time they are applying for or recertifying health care or child care.

2.2.1.34 Completing a Renewal

7 CFR 273.14(b)

There are several steps to completing a renewal for FoodShare cases:

1. Notification must be sent to the member-food unit informing them that the certification period is ending and an interview (see SECTION 2.1.3 INTERVIEWS) must be conducted for most cases if benefits are to continue.
2. An if an interview must be conducted, and the member-food unit will receive a letter.
4. The food unit must be notified of verifications required- they need to provide to determine continued eligibility for the program.
- ~~2.1. A new electronic, telephonic, or written signature must be collected.~~
3. Certain information gathered at the interview must be verified (see Section 1.2.1 Verification Introduction).
- ~~2. Resolve any identified EPPs (see Process Help,).~~
4. A new electronic, telephonic, or written signature must be collected.
- ~~4.5.~~ Benefit eligibility must be confirmed in CWW (see Section 2.1.7 Confirming the FoodShare Eligibility Determination in CARES) in order for the review or renewal to be considered complete.

2.2.1.4-5 Renewal Processing Time Frame

The 30-day processing time frame for a renewal is not the same as it is for applications. The 30-day renewal processing time frame refers to the renewal month. In other words, a renewal must be processed and confirmed by the last day of the renewal month, with two exceptions:

- The IM agency is unable to complete ~~the~~ required interview by the last day of the renewal month and delays the interview once.
- There is an agency-caused delay (for example, allowing 20 days for verification).

When there is an agency-caused delay, ~~the IM worker~~ it must be ~~document~~ documented in CWW the reason for the late renewal and set the FoodShare program request date for the first of the month so that benefits are not prorated.

The FoodShare case will close effective the last day of the renewal month at adverse action of the renewal month if renewal is not completed, including confirmation. The ~~local~~ agency and the FoodShare ~~member~~ food unit have until the end of the renewal month to complete the renewal.

FoodShare that closes at renewal may reopen without requiring a new application under specific conditions. Allow FoodShare to reopen at renewal if the ~~requested~~ action needed to resolve ineligibility is completed in the month following the end of the current certification period, as long as the interview was timely.

An interview must be completed within the renewal month of the current certification period to be considered timely. If the food unit fails to complete a timely interview, FoodShare will close effective the last day of the renewal month at adverse action and a new FoodShare application is required.

- If FoodShare closes for lack of verification after a timely renewal and the food unit takes the required action within the calendar month following the certification period, the agency shall reopen FoodShare and prorate benefits from the date the food unit took the required action. The new certification period will begin the month after the month the renewal was due.
 - The food unit must be allowed 20 days to provide verifications. If the verification due date is in the month following the renewal month, IM workers should identify whether the closed FoodShare case may be reopened or a new application is needed (see Process Help, [Section- 3.13.4 Break in Service at Renewal](#)).
- If FoodShare closes for lack of signature after a timely renewal and the ~~food unit~~ returns the signature ~~page~~ is returned within the calendar month following the certification period, the agency shall reopen FoodShare and prorate benefits from the date the ~~food unit returns the~~ signature page is received. The new certification period will begin the month after the month the renewal was due.
- If FoodShare closes due to agency delay in completing ~~the~~ a required interview or the food unit contacts the agency within the renewal month and is not available to complete the interview until after the renewal month, benefits shall be

restored back to the first of the month to ensure ongoing benefits, as long as verification is timely returned by the due date.

Example 4	<p>Holly completes a timely FoodShare renewal, <u>including the interview</u>, on July 9 but does not have verification of her wages from Marigold's. Verification of her earned income is requested. Holly fails to provide verification and her case closes effective July 31.</p> <p>On August 5, Holly provides verification of her wages. She regains eligibility <u>under a FoodShare break in service as of as of</u> August 5 and is issued prorated benefits from August 5 through August 31. Holly's FoodShare new certification period remains unchanged.</p> <p>If Holly had responded timely to the request for verification and submitted her verification in July, but the verifications were not processed until August, benefits would have been issued back to August 1 due to agency delay.</p>
Example 5	<p>Tom's FoodShare renewal is due by June 30. He completes his <u>required</u> interview on June 27 and has verification due July 17. Tom provides the requested verification on July 15. Although Tom's case closed effective June 30 due to lack of completed renew/verification, his FoodShare case is reopened with a certification period beginning July 1 because he completed the interview in the renewal month and provided the requested verification by the due date. Benefits are not prorated, and he is not required to submit a new application.</p>
Example 6	<p>Ruby calls her IM worker on August 21 to schedule <u>a-an in-person</u> FoodShare renewal due by August 3031, but the only appointment available is not until September 4. Ruby completes her renewal on September 4 but does not have verification of her wages from Sunny's Craft House. Verification of earned income is requested with a verification due date of September 24. Ruby submits the necessary verification on September 20. Because Ruby submitted her verification timely (within 20 days) and because the agency was unable to complete the interview in August, Kim issues benefits to Ruby back to September 1.</p> <p>Had Ruby submitted the necessary verification after September 24, but before September 30, Kim would not issue benefits <u>would be prorated</u> back to the first but only to the date verification was submitted.</p>
Example 7	<p>Tricia's FoodShare assistance group has a FoodShare certification period ending June 30. Tricia completed a telephone interview on June 17 and the case pends for a signature. The signature page is not returned and FoodShare close June 30. Tricia returns the signature page on July 14. FoodShare reopens without requiring a new FoodShare application. Benefits are prorated from July 14, with a new certification period from July 14 to June 30.</p>

2.2.1.5-6 Eligibility Reviews for Other Programs and Their Impact on the FoodShare Certification Period

Renewals completed for other assistance programs do not automatically count as a renewal for FoodShare and will not change the FoodShare certification period. A FoodShare certification period may be changed to align with that of another program only if the member has stated their consent to complete a FoodShare renewal in order to align its FoodShare certification period with the certification period of another program. Consent can be given in ACCESS when completing an ACCESS renewal or verbally when completing a telephone or paper renewal. A 36-month certification period will never align with another programs' certification period.

2.3.1 Break in Service

A break in service means that the FoodShare ~~assistance group~~ food unit has closed for at least one day. Failure to provide timely verification is a common cause for FoodShare closure.

The FoodShare ~~assistance group~~ food unit closes effective the last day of the month following adverse action if a requested action is not taken ~~by the assistance group. To open the case. To reinstate eligibility~~ without a new application, the reason for closure must be fully resolved during the calendar month following the closure. The date the closure is fully resolved ~~by the member~~ is the date used to re-establish eligibility and issue prorated benefits.

Example 1	Verification of income was due November 26. FoodShare closed for lack of verification on December 31. Verification is submitted on January 7. FoodShare benefits are prorated from <u>January 7</u> , the date all required verifications are were received by the agency (January 7). A new application is not needed.
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If the reason for closure is not fully resolved the month following the month of closure, a new application must be completed.

Example 2	Verification of income was due November 26. FoodShare closed for lack of verification on December 31. Verification is submitted on February 7. A new application is required.
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Allow FoodShare to reopen at renewal if the requested action is completed in the month following the end of the current certification period, as long as the interview was completed before the end of the renewal month.

~~An A required~~ required interview must be completed within the renewal month of the current certification period to be considered timely. If the food unit fails to complete a timely required interview, FoodShare will close effective the last day of the renewal month, and a notice of closure will be sent at adverse action of the renewal month. A new FoodShare application is required in the month following the renewal due month.

- If FoodShare closes for lack of verification or other reasons after a timely required renewal interview and the food unit takes the required action within the calendar month following the certification period, the agency shall reopen FoodShare and prorate benefits from the date the food unit took the required action. The certification period will begin with the month after the renewal was due.
- If FoodShare closes due to agency delay in scheduling the interview or the food unit is not available to complete the interview offered by the agency until the month following the renewal month, benefits shall be restored and a supplemental benefit will need to be issued back to the first of the month to ensure ongoing benefits, as long as verification is timely.
- If the food unit contains a member who is a migrant and received FoodShare in the previous calendar month, benefits will not be prorated from the day the food

unit provides necessary information but will be restored back to the beginning of the month (see SECTION 7.1.1.2 INITIAL ALLOTMENT FOR MIGRANT AND SEASONAL FARM WORKERS). Benefits should not be issued as expedited when applying a break in service.

Example 3	Sam requests an appointment to renew his FoodShare benefits on September 25. His benefits end on September 30. The first available appointment is October 3. Sam meets with his IM worker <u>completes the interview</u> on October 3. The IM worker documents in case <u>comments information related to</u> the reason for the late certification, and other supporting information, is documented in the case comments. Benefits begin the first of the month.
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3.3.1 Food Unit/FoodShare Assistance Group/Relationships

3.3.1.3 Relationship Rules

7 CFR 273.1(b)(1)

The following individuals must be included in the same food unit if they live together, even if they do not purchase and prepare meals together:

1. Spouses
2. Biological (unless no longer a parent because of adoption), adoptive, or stepparents and their children under the age of 22
3. Adults and minor children under the age of 18 years over whom they are exercising parental control

Example 1	<p>Tim and Jane are unmarried and live together. They claim separate food unit status. Jane comes into the office and reports she had a baby. If Tim is the father, he is in the food unit with Jane and the baby.</p> <p>If Tim is not the father, determine if he is <u>caring for and</u> participating in parental decisions that affect the baby. If yes, include Tim in Jane's and the baby's food unit since he is providing parental control. If no, Tim is a separate food unit.</p>
Example 2	<p>Sue divorced Bob, but they continue to live together. Since they state that they do not purchase and prepare meals together, they are allowed to be separate food units.</p> <p>If Sue and Bob had children in common <u>who were under age 22 and living in the home with them</u>, relationship rules would require that they be in the same food unit, even if they were no longer married and claimed to purchase and prepare separately.</p>

If a member over the age of 18 lives with another adult that is not a biological, adoptive, or stepparent, do not include them in the same food unit unless they are purchasing and preparing food together. Do not include former foster care youth in a food unit with an adult (non-biological parent) they are not purchasing and preparing food with.

Under certain specific circumstances, individuals and their spouses who are elderly and disabled may be a separate food unit, even if they are living and eating with others. See Section 5.2.1 FS-E for rules related to FoodShare-E eligibility.

Note	The provision that allows EBD household members who cannot purchase and prepare their meals separately does not take precedence over the basic household composition provision which requires children under 22 years of age who reside with their EBD parent to be included in the same food unit.
Example 3	Stella, who is over 60 years old and disabled, allows her 19-year-old daughter Gracie to move in with her. Although Stella and Gracie claim to purchase and prepare separately, they must be included in the same

	food unit because elderly persons may not be separated from their children who are under 22 years of age.
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3.14.1 Intentional Program Violation (IPV) Disqualification

3.14.1.6 Period of Ineligibility

The following sanction periods are for IPV's committed after December 1, 1996. Anyone determined to have committed an IPV is ineligible for:

- One year for the first IPV.
- Two years for:
 - The second IPV or,
 - The first IPV for which an individual is convicted in a federal, state, or local court to have used or received benefits in a transaction involving the sale of drugs of less than \$500.
- Permanently for:
 - A third IPV, or
 - A first IPV resulting from the conviction of the individual by a federal, state, or local court for having used or received benefits in a transaction involving the sale of firearms, ammunition, or explosives, or
 - A first IPV resulting from a conviction of an individual in a federal, state, or local court involving trafficking benefits for an aggregate amount of \$500 or more, or
 - A second IPV for which an individual is convicted in a federal, state, or local court to have used or received benefits in a transaction involving the sale of drugs.

Once an IPV is imposed, all violations occurring before the first IPV cannot be used to pursue a second IPV. A second IPV can only be pursued if the alleged violation occurred after the administrative disqualification hearing has concluded for the first IPV is imposed, and a 10-day notice is given alleged offense.

If a second IPV is granted during the sanction period of the first IPV, it must be entered for the disqualification period to begin immediately. There may be instances in which IPV's are running simultaneously; therefore, the sanction time period may not be as long as it would have been had the IPV's been separate. Only a court or administrative law judge can set the start date of an IPV.

Only the person determined to have committed an IPV is ineligible. Other members of the FoodShare assistance group may continue to be eligible.

The individual must be notified in writing once it is determined that they are to be disqualified. If the person who committed the IPV is not the primary person, then the FoodShare Notice of Disqualification ([F-16024](#)) must be sent. Begin the disqualification period no later than the second month following the date the individual receives written notice of the disqualification. The disqualification period must continue uninterrupted until completed regardless of the eligibility of the disqualified individual's food unit.

If a court finds an individual guilty of an IPV, the term of the disqualification period and the disqualification begin date must comply with the court order. If the court order does not specify a disqualification period, the disqualification period for the IPV is in accordance with the schedule above. If the court order does not specify the date for the disqualification period to begin, the disqualification period should begin in accordance with the provisions in the paragraph above, but within 45 days of the court decision.

For all IPV disqualifications, begin the disqualification period in the first possible payment month regardless of whether the person becomes a non-participant member or remains in the food unit. Do not pend the disqualification period until the disqualified individual reapplies.

If a non-participating person with an IPV disqualification does reapply for FoodShare, apply any remaining periods of ineligibility. If the ineligibility period has expired when the person reapplies, they may be eligible to receive benefits.

Example 1	John is notified of his one-year IPV disqualification in January, effective February 1. He doesn't request FoodShare for the first nine months of his period of ineligibility. If John reapplies for FoodShare in November and is determined otherwise eligible, he will still be ineligible for FoodShare benefits for the three remaining months of his disqualification period. If he waits until February to reapply, the disqualification period will have expired, and he may be determined eligible for FoodShare.
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A pending administrative disqualification hearing or prosecution does not affect the person's eligibility. Do not take any adverse action in the matter before the case is resolved. Continue to act on other changes in income and circumstances.

Do not impose a disqualification period retroactively on an individual who has committed an IPV, but who had not been disqualified timely. Disqualify a food unit member only to the extent that the disqualification period has not elapsed.

Example 2	An IM worker determines in December that a person should have been disqualified in June for one year based on an administrative disqualification hearing decision. The agency failed to enter the IPV in CWW timely. Therefore, the IM worker should now disqualify the person for only the remaining five months.
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All IPVs determined for an individual prior to April 3, 1983, shall be counted as one IPV for determining a current disqualification period.

3.16.1 FoodShare Basic Work Rules

3.16.1.1 Background

Federal regulations require FoodShare applicants and members to comply with FoodShare basic work rules and ABAWD/FoodShare work requirements as a condition of FoodShare eligibility. Policy related to ABAWD/FoodShare work requirements for certain adults aged 18 to [52-54](#) is located in [SECTION 3.16.1.2 FOODSHARE BASIC WORK RULES](#).

FoodShare Employment and Training (FSET) is a voluntary program for all FoodShare applicants and members. The FSET program serves people who wish to voluntarily enroll, and benefits cannot be sanctioned or terminated for non-participation. All FSET policy and some additional ABAWD policy pertaining to the ABAWD/FoodShare work requirement is in the [FSET Handbook](#).

3.16.1.6 Sanction Period

3.16.1.6.2 Ongoing

If a sanction event occurs within the six- or 12-month certification period, without good cause, the member will be sanctioned. Sanctions for ongoing cases are applied following adverse action. In instances where a break in service occurs, the sanction applies from the first date that eligibility is regained and runs for the remainder of that benefit month.

Note	Other than during six-month reporting and renewal, the only change food units are required to report is-if-are:
	<ul style="list-style-type: none">• If their total monthly gross income increases above 130% of the federal poverty level (FPL) for their reported food unit size,• If someone in the food unit receives a substantial lottery or gambling winning, and if• If an ABAWD reduces their work hours below 80 per month. <p>The change</p> <p>These changes must be reported by the 10th of the month following the month in which the total income exceeded 130% of the FPL-, a substantial winning was received, or ABAWDs monthly hours decreased. Unless a food unit change meets this specific simplified reporting criteria, they do not need to report the change to the local agency (see Section 6.1.1 Change Reporting for All Food Units (Simplified)).</p>

Example 3	John completes his renewal interview on December 3, and FoodShare pends for verification. John doesn't provide verification timely, so his FoodShare case closes at adverse action, effective December 31. John provides his verification on January 15 and reports that he refused employment without good cause. Break-in-service <u>Renewal late verification</u> requirements were met on January 15. This is John's first sanction event, and the sanction is applied January 15 through January 31. Since John did not receive benefits from January 1 through January 31, this is a one-month sanction.
Example 4	Jeff applied for FoodShare in February and his case is currently open. On August 21, Jeff reports that he quit his job where he was working 35 hours per week without good cause; he is not otherwise exempt. Verification is not necessary, so the worker determines Jeff's FoodShare eligibility, and he receives his first sanction. Since FoodShare benefit issuance is already confirmed for August and September, Jeff will be assigned a one-month sanction, beginning October 1.

When a member reports that a sanction event took place during the certification period and FoodShare eligibility is closing for any reason, a sanction will still be applied. This

occurs because the member was subject to the basic work rules at the time of the sanction event.

Example 5	Jill has a renewal due by December 31. Jill submits an ACCESS renewal and completes her interview on December 21. During the interview, she reports that she quit her job without good cause and is not otherwise exempt. Jill also reports that she just moved in with her boyfriend. Her FoodShare will close effective December 31 as a result of her boyfriend's income. Even though Jill's case is closing, a one-month sanction effective January 1 must still be applied.
Example 6	Tory's FoodShare closed January 31 for failing to provide proof of unearned income. Tory also has a one-month sanction which is effective February 1 for quitting a job without good cause. Tory turns in their unearned income verification on February 10th. Tory's FoodShare would normally re-open the date they took the required action under a break-in-service but in this instance, FoodShare remains closed for the month of February due to the sanction.

3.17.1 FoodShare Work Requirements for ABAWDs

3.17.1.1 Able-Bodied Adults Without Dependents (ABAWDs)

An ABAWD is an Able-bodied Adult Without Dependents:

Able-bodied	<ul style="list-style-type: none">• Fit for employment• Not pregnant• Not covered by a suspension of the time limit or exemption
Adult	<ul style="list-style-type: none">• Aged 18 to 5254*
Without Dependents	<ul style="list-style-type: none">• Not a parent of a food unit member under 18• Not residing in a household where a food unit is under 18

*The Fiscal Responsibility Act of 2023 changed the age range for ABAWD members.

- Prior to September 1, 2023, the age range is 18 to 49 years old.
- Between September 1, 2023, and September 30, 2023, the age range is 18 to 50 years old.
- Between October 1, 2023, and September 30, 2024, the age range is 18 to 52 years old.
- From October 1, 2024 and going forward, the age range is 18 to 54 years old.

When a new age range period begins, existing FoodShare members that are older than the new age range will not be subject to the adjusted age range until they complete a renewal.

Example 1	Anna applied for and was determined eligible for FoodShare benefits in June 2023. Anna is 51 53 years old at the time of application. Anna is not an ABAWD due to her age because until September October 1, 2023 2024 the age range for ABAWDs was 18 to 49 52 years old. Even though the age range for ABAWDs increased to age 52 54 as of October 1, 2023 2024, Anna cannot be -considered an ABAWD until she completes her renewal. Anna completes the required renewal in June 2024 2025. Anna is now 52 54 years old-. Anna is not working and does not meet any other exemptions. Anna is determined to be an ABAWD effective the start of her next certification period on July 1, 2024 2025.
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Note	The FoodShare work requirement is also sometimes referred to as the ABAWD work requirement.
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ABAWDs must either meet the FoodShare work requirement or an exemption from the FoodShare work requirement to continue to receive FoodShare benefits. ABAWDs who do not meet the work requirement may only receive up to three full months of time-limited benefits (TLBs) in the current FoodShare clock three-year period.

3.17.1.7 The Three-Year Period (FoodShare Clock)

ABAWDs may only receive FoodShare benefits for three-months in a three-year period unless meeting the FoodShare work requirement or meeting an exemption.

Wisconsin established a fixed, statewide time limit clock for the three-year period. Wisconsin's fixed three-year clock will start and end on the same dates for all relevant individuals, regardless of when their eligibility began or when they accrued time-limited benefit months. When the new or subsequent three-year period starts, individuals or members that have accrued time-limited benefits will have their count reset to zero. A new three-year period will start after the current three-year period expires.

Under the fixed clock, the time limit will continue to only apply to ABAWDs with a Time Limited Benefit (TLB) referral or ABAWDs with a non-TLB referral due to meeting the work requirement. The statewide clock will have no impact on an adult who is a non-ABAWD or an ABAWD with a non-TLB referral due to living in a waived area or on waived tribal lands.

The table below displays the three-year clock start and end dates through 2042 for reference.

Three-Year Clock Start	Three-Year Clock End
January 1, 2022	December 31, 2024
January 1, 2025	December 31, 2027
January 1, 2028	December 31, 2030
January 1, 2031	December 31, 2033
January 1, 2034	December 31, 2036
January 1, 2037	December 31, 2039
January 1, 2040	December 31, 2042

Example 12	Betty does not meet the FoodShare work requirement in August of 2023 2025, September of 2023 2025, and December of 2023 2025. The applicable 3-year time- period for Wisconsin's FoodShare program began on January 1, 2022 2025, and will end on December 31, 2024 2027. Betty will be ineligible for FoodShare starting January 2024 2026 through December 2024 2027 unless she starts meeting the work requirement or obtains a qualifying exemption. All applicable
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	members' clocks, including Betty's, will reset to zero when the subsequent three-year period begins on January 1, 2025 2028.
Example 13	Wisconsin's current three-year clock began on January 1, 2022 2025, and will end on December 31, 2024 2027. Kya applied for FoodShare and was found eligible as an ABAWD as of February 13, 2024 2027. Kya's FoodShare closed on May 31 after three TLBs were issued for March, April, and May. Kya will be ineligible for FoodShare starting June 2024 2027-December 2024 2027 unless she starts meeting the work requirement or obtains a qualifying exemption. All applicable members' clocks, including Kya's, will reset to zero when the subsequent three-year period begins on January 1, 2025 2028.
Example 14	Wisconsin's current three-year clock began on January 1, 2022 2025, and will end on December 31, 2024 2027. Tom applied for FoodShare and was found eligible as a non-ABAWD as of October 13, 2023 2026. Wisconsin's three-year clock will not impact Tom as long as he remains a non-ABAWD. Tom's exemption ends on January 12, 2024 2027. Tom's status changes to an ABAWD with a TLB referral beginning February 1, 2024 2027. He becomes subject to the current three-year clock, which runs until December 31, 2024 2027.

The table below provides an example of potential changes in ABAWD status that may occur during one three-year period. Three consecutive additional months (see [SECTION 3.17.1.9 THREE ADDITIONAL MONTHS OF FOODSHARE BENEFITS](#)) are granted after FoodShare eligibility is regained due to meeting the work requirement.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Start	-	-	-	Partial	TLB1	TLB2	TLB3	x	x	x	x
2	x	x	Partial	FSET	FSET	FSET	FSET	FSET	FSET	FSET	Work	Work
3	A1	A2	A3	Exempt	Exempt	Exempt	Exempt	Exempt	x	x	x	End

Year 1

January 1	Current three-year period begin date. All FoodShare clocks are reset to zero.
January through April	Not open for FoodShare.
May	FoodShare filing date is May 17. Determined eligible as an ABAWD with a TLB referral type due to not meeting the work requirement. A TLB is not accrued this month because prorated benefits were received.
June, July, and August	Accrues a TLB each month due to not meeting the work requirement.
September through December	Ineligible due to exhausting three TLBs.

Year 2

January through February	Continued ineligibility due to exhausting three TLBs.
March	Reapplies for FoodShare on March 7 and is determined eligible as an ABAWD with a TLB referral. Met requirement for reinstating eligibility due to providing verification that the work requirement was met for 30-days following loss of eligibility.
April through October	Meeting ABAWD work requirement through FSET participation.
November through December	Obtained employment and is meeting ABAWD work requirement by working 80 hour ^{or} more hours per month.

Year 3

January through March	Lost employment and is no longer meeting the ABAWD work requirement. Receiving three additional months of benefits. Months of additional benefits must be consecutive.
April through August	Exempt from FoodShare basic work rules and FoodShare work requirements due to caring for child under six years.
September through December	Ineligible due to exhausting three TLBs, three additional months, and no longer meeting an exemption.
December 31	The three-year month period ends. Clocks will be reset to zero on January 1 of the next three-year period.

3.17.1.8 Regaining Eligibility After Exhausting Three Months of Time-Limited Benefits

There is no limit on how many times an ABAWD may regain eligibility after exhausting three months of TLBs. A new application is required if the ABAWD re-requests FoodShare as a food unit of one unless the case has been closed less than 30 days and can reopen under break in service (see [SECTION 2.3.1 BREAK IN SERVICE](#)). If an ABAWD is requesting FoodShare on an on-going case, follow the person add policy to re-establish FoodShare eligibility (see [SECTION 6.1.3.3 CHANGES THAT CAUSE AN INCREASE IN BENEFITS, INCLUDING PERSON ADDS AND LOSS OF INCOME](#)).

ABAWDs who have exhausted three months of TLBs during the current three-year period may regain eligibility by completing one of the following:

- Providing verification that the FoodShare work requirement was met for any 30 consecutive day period following the loss of FoodShare eligibility
- Verifying that the FoodShare work requirement will be met within 30 days of the new filing date. The FoodShare work requirement can be met by completing one of the following:
 - Working a minimum of 80 hours in the 30-day period (see [SECTION 3.17.1.2.1 DEFINITION OF WORKING FOR FOODSHARE WORK REQUIREMENT FOR ABAWDS](#))
 - Participating in and complying with requirements of an allowable work program (see [SECTION 3.17.1.2.1 DEFINITION OF WORKING FOR FOODSHARE WORK REQUIREMENT FOR ABAWDS](#)) for at least 80 hours in the 30-day period (see [SECTION 3.17.1.2.1 DEFINITION OF WORKING FOR FOODSHARE WORK REQUIREMENT FOR ABAWDS](#))
 - FoodShare eligibility is a required prerequisite to FSET enrollment, so an ABAWD can't regain eligibility through FSET participation after FoodShare closes.
 - If an ABAWD is FoodShare eligible at the time of the FSET referral and enrollment, the ABAWD can participate in FSET and be expected to meet the FoodShare work requirement.
 - A combination of work and participation in an allowable work program for a minimum of 80 hours in the 30-day period
- Providing verification of a current exemption from the FoodShare work requirement at the time of the application
- Providing verification of an exemption that removes one or more TLBs
- The three-year clock expires

An ABAWD who has-is meeting one of the above requirements does not have to be meeting the work requirement at the time of re-application. An ABAWD who has exhausted three months of TLBs and is not meeting one of the above requirements at the time of re-application is ineligible for FoodShare. If the ineligible ABAWD is a member of an open food unit, the ABAWD will be counted as a pro-rated deemer (see Section 4.7.5 Prorated Deeming). If the ineligible ABAWD's food unit remains open through the three-year clock restart, the previously ineligible ABAWD will become eligible the month the subsequent clock begins and may begin accruing TLBs if not meeting the work requirement or exempt.

Note	If an individual has exhausted their three TLBs, is reapplying or re-requesting FoodShare, and has a pending exemption or non-ABAWD status, the manual CARES Worker Web (CWW) letter, FSET PROOF OF EXMPT – NFST, must be sent to request verification. To send this letter in Spanish, use the manual NFSS letter.
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Example 15	Stella's FoodShare closed on October 31 after three TLBs were issued for August, September, and October. Stella reapplies for FoodShare on January 2 during the same three-year clock cycle. <u>During Stella is not meeting the work requirement at reapplication, but during</u> the FoodShare
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	interview Stella reports that she gained seasonal employment of 20 hours per week from November 8 through December 28. Verification of the employment is requested by the IM worker. Stella is determined eligible following verification of her complete work hours because she worked 30 consecutive days prior to application. Stella's FoodShare eligibility will be effective from her filing date as long as she meets all other eligibility criteria.
Example 16	Gracie received three TLBs for November, December, and January. Her FoodShare closed January 31. Gracie claims an exemption for all three months due to a hip surgery and recovery period when she re-applies for FoodShare on February 10 and provides verification from her medical provider. The status of the FoodShare Clock is adjusted to apply the exemption for the months of November, December, and January. The removal of the TLBs is documented in the case comments. Gracie's eligibility will be effective from her break-in-service date of February 10.
Example 17	Toby is open for FoodShare on a case with his girlfriend and cousin. Toby received three TLBs for January, February, and March. FoodShare remains open for Toby's girlfriend and cousin. Toby becomes a pro-rated deemer effective April 1. On May 12 of the same year, Toby requests to be added back into the food unit. He has been working at Target since May 5. He works 10 hours a week and provides paystubs for verification. When eligibility is run, Toby is found ineligible for FoodShare because he is not fully meeting the FoodShare work requirement. He will continue to be a pro-rated deemer until the three-year clock restarts and resets his TLB count to zero unless he meets the work requirement or meets an exemption.

3.17.1.9 Three Additional Months of FoodShare Benefits

In certain cases, an ABAWD who has exhausted three months of TLBs and regains eligibility by meeting the FoodShare work requirement may receive up to three additional consecutive months of FoodShare eligibility even if they are no longer meeting the work requirement. The person is not required to meet the FoodShare work requirement during the three additional months of FoodShare.

The three additional months of FoodShare eligibility will be determined systematically if the following conditions are met.

- Must be an ABAWD who exhausted three months of TLBs, regained FoodShare eligibility by meeting the FoodShare work requirement (see [SECTION 3.17.1.8 REGAINING ELIGIBILITY AFTER EXHAUSTING THREE MONTHS OF TIME-LIMITED BENEFITS](#)), and then stopped fulfilling that FoodShare work requirement.
- May only be received one time during the current three-year clock period.

- Must be applied consecutively, regardless of changes in FoodShare eligibility or ABAWD status.

Example 18	<p>Several months after losing FoodShare eligibility due to exhausting three TLBs in the current clock period, Dani began meeting the work requirement through a local volunteer opportunity and regained eligibility in October 20232026 by demonstrating that she was on track to meet the FoodShare work requirement within 30 days of the new filing date. Dani ended her volunteer position in December 20232026 and no longer met the FoodShare work requirement. Additional months are granted for Dani for the months of December 20232026, January 20242027, and February 20242027.</p> <p>In February 20242027, Dani found employment for more than 30 hours per week. Even though Dani's employment exempts her from the FoodShare basic work rules and FoodShare work requirements in February, the additional months must be used consecutively. If Dani had not found employment and continued to not meet the work requirement, she would have again lost eligibility after using her third additional month in February.</p>
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3.17.1.10 Countable Months From Another State

7 CFR 273.2(f)(1)(xiv)(B)

The IM worker must verify the number of time-limited benefit (TLB) months and additional months received in another state as an additional condition of eligibility for ABAWDs. Time-limited benefit months and additional months received in another state are countable months if received during Wisconsin's current three-year fixed clock period.

Prior to certification, if there is indication that an adult food unit member aged 18-~~52~~
~~54~~ received SNAP in another state, the IM agency must verify the number of countable months, including additional months, that the individual received in the other state. The IM agency must specify Wisconsin's current three-year clock period or request the month and year the countable months were received in the other state.

Verification of countable months in another state prior to certification must not delay processing of the application beyond regular timeliness processing standards.

Note TLB months do not need to be verified for individuals who received benefits in Puerto Rico or American Samoa. Puerto Rico and American Samoa do not operate a SNAP program. Instead, they operate a block grant for their programs, so they are not subject to the same rules and regulations as SNAP.

Example 19	<p>Zayne is 33 years old and lived in Ohio from October 2010 until he moved to Wisconsin in December of 20232026. Wisconsin's current three-year clock started on January 1, 20222025, and will end on</p>
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	December 31, 2024 2027. Zayne applied for FoodShare in Wisconsin on December 17, 2023 2026. During Zayne's FoodShare interview, he reported receiving SNAP benefits in Ohio during Wisconsin's current three-year period. Because Zayne is an adult aged 18- 49 54 and indicated receipt of SNAP benefits in Ohio, the worker must verify the number of countable months Zayne used in Ohio. The IM worker must also ask Ohio for Zayne's benefit end date to complete the required duplicate benefit check at this time. The IM worker hears back from Ohio within one week and learns that Zayne earned countable months (TLBs) in April of 2023 2026 and May of 2023 2026. Zayne is determined eligible for FoodShare benefits in Wisconsin as an ABAWD and will receive prorated benefits for December 2023 2026. Zayne's Wisconsin clock will reflect two TLBs earned for April 2023 2026 and May 2023 2026.
Example 20	Sheila is 24 years old and lived in Indiana from September 2020 until she moved to Wisconsin in July of 2024 2027. Wisconsin's current three-year clock started on January 1, 2022 2025, and will end on December 31, 2024 2027. Sheila applied for Foodshare July 12, 2024 2027, and reported she was not working and did not have any exemptions from the FoodShare work requirement. During Sheila's FoodShare interview, she reported receiving SNAP benefits in Indiana during Wisconsin's current three-year period. Because Sheila is an adult aged 18- 49 54 and indicated receipt of SNAP benefits in Indiana, the IM worker must verify the number of countable months Sheila used in Indiana and verify her benefit end date. The IM worker hears back and learns that Sheila earned countable months (TLBs) in September, October, and November of 2023 2026. Sheila also used additional months in February, March, and April of 2024 2027. Sheila does not meet policy requirements for regaining eligibility and is denied eligibility because she has exhausted her TLBs and additional months.

States that have a suspension of the time limit of the work requirement for ABAWDs who live in geographic areas experiencing employment at higher rates than the national average do not apply the time limit during the suspension period. States that have a partial suspension for specific geographic areas may implement the time limit in portions of their state and those that do not have a waiver apply the time limit of the work requirement for ABAWDs statewide.

IM workers may use the link below to check if the other state was under a suspension of the time limit of the work requirement for ABAWDs. If a state or geographic region is covered by a suspension, no countable months (TLBs) are applied to individuals residing in the covered area.

[SNAP ABAWD Suspensions](#)

3.17.1.11 ABAWD Status and Referral Type

Non-ABAWD with a Non-TLB Referral Type: A member who is not an ABAWD, or has an ABAWD exemption, is not subject to TLBs, and does not need to meet the FoodShare work requirement.

Non-ABAWDs are not subject to the FoodShare work requirement or TLBs during months in which they have an exemption. Workers must apply an exemption on the first of the month in which the exemption began, regardless of when the exemption is reported.

ABAWD with a TLB referral Type: An ABAWD who is subject to TLBs and who must meet the FoodShare work requirement to maintain FoodShare eligibility after receiving three months of TLBs in the current three-year period.

A FoodShare member is an ABAWD if they do not have an exemption from the FoodShare work requirement, as determined by the IM agency. ABAWDs subject to TLBs need to meet the FoodShare work requirement to maintain ongoing eligibility for FoodShare. One of the ways these members can meet the FoodShare work requirement is through FSET participation.

All ABAWDs who are not currently meeting the FoodShare work requirement outside of FSET receive a systematic/automatic TLB referral to the FSET program. ABAWDs are not required to participate in FSET as a condition of FoodShare eligibility. However, they may lose eligibility for FoodShare due to failing to meet the FoodShare work requirement after exhausting three months of TLBs in the three-year period.

FoodShare members who have a pending exemption receive a referral to the FSET program as ABAWDs with a TLB referral type. Once an exemption is verified or no longer pending, a referral update is sent to notify the FSET agency of the status change.

Note An individual may request a fair hearing if they disagree with the IM agency's determination of ABAWD status (see Section 6.4.1 Fair Hearings).

ABAWD with a Non-TLB Referral Type: An ABAWD with a Non-TLB referral type must meet one of the following conditions:

- Meeting the FoodShare work requirement.
- Is not subject to TLBs due to living in an area where the time limit is suspended for all ABAWDs or on tribal land where the time limit is suspended for tribal members.
- Is not subject to TLBs due to receipt of a discretionary exemption intended to function as a suspension for that month.

A FoodShare member is still an ABAWD, but with a Non-TLB referral type, if they are living in an area of the state where the time limit is suspended or if they are living on tribal land where the time limit is suspended. ABAWDs living in a qualifying area are not subject to TLBs during the months the suspension is in place.

A FoodShare member is still an ABAWD, but with a Non-TLB referral type, if they have been granted a discretionary exemption that is intended to function as a suspension. Discretionary exemptions are a special federal flexibility that states may allocate to ABAWDs and may be used to function similar to a suspension of the time limit.

Note ABAWDS living in a suspended area or on tribal land with a suspension will be identified in CWW as Non-ABAWD with a geographic waiver (GW) exemption during the period from January 2022 to June 2022 and will be correctly identified as an ABAWD with a Non-TLB referral beginning July 2022 and onward.

Note The following areas have been approved for a suspension of the time limit from October 1, ~~2023~~2024, through September 30, ~~2024~~2025:

- ~~Cities-City~~ of ~~Milwaukee and~~ Racine
- ~~Menominee~~Adams, Bayfield, Douglas, Florence, Forest, Iron, Marquette, and Adams-Menominee Counties
- Bad River, Forest County, Ho-Chunk Nation, Lac Courte Oreilles, Lac du Flambeau, Menominee, Red Cliff, Red Cliff Reservation, St. Croix, Sokaogon Chippewa Community, and the Stockbridge Munsee Community tribal reservation areas.

The following areas have been approved for discretionary exemptions functioning like a suspension of the time limit from October 1, ~~2023~~2024, through September 30, ~~2024~~2025:

- Fond du Lac Band of Lake Superior Chippewa and Oneida Tribal Reservation Areas.

4.3.3 Farming and Other Self Employment Income

4.3.3.8 Self-employment Expenses

Expenses Exceeding Income

When a food unit has more than one self-employment operation, the losses of one can offset the profits of another. Do not use losses from self-employment to offset other earned or unearned income.

Exception: Offset farm income losses with any other countable income only if the farmer received or anticipates receiving annual gross proceeds of \$1,000 or more from the farm operation.

Shelter Expense

When a self-employed food unit claims the total shelter costs as a business expense, do not allow any shelter deduction. If the food unit claims a percentage of the shelter costs as a business expense, the remaining percentage is a shelter deduction.

If the percentage used for the business expense was not self-declared, use IRS form 8829 or the “Expenses for business use of your home” line from IRS form 1040 Schedule C to determine the amount of the home that was claimed as a business expense. Any remaining amount that was not counted as a business expense should be allowed as a shelter expense.

Example 11	Fred, a self-employed farmer, uses 50% of his property taxes as a business deduction. His yearly property taxes are \$1,200. Allow \$600 as a business expense. Use the remaining \$600 as a household shelter deduction. Prorate the \$600 over 12 months.
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Farm and Self-Employment Expenses - Utilities

A self-employed food unit is allowed the standard utility allowance (SUA), if eligible for it, regardless of the percentage of utility expense claimed on the taxes for business use of the home.

Self-employed Child Care Provider

A child care provider can deduct the cost of meals provided to the enrolled children from the income earned by the child care business. They may report the actual cost of the meals, or they may use the federal standard deductions. Tier 1 applies to food units with income at or below 185% of the FPL income guidelines. Tier 2 applies to all other households.

Rates effective from July 1, ~~2023~~2024 - June 30, ~~2024~~2025:

Federal Standard Deductions		
Meals	Tier 1	Tier 2
Breakfast	\$1. 65 <u>66</u>	\$ 59 <u>60</u>
Lunch or Supper	\$3. 42 <u>15</u>	\$1. 88 <u>90</u>
Supplement (snacks)	\$0.93	\$0. 25 <u>26</u>

4.3.4 Unearned Income

4.3.4.3 Disregarded Unearned Income

Disregard means do not count. When you are calculating the total amount of unearned income a person has received, you should exempt or exclude any of the following kinds of unearned income:

Housing and related income

1. Disregard rent paid by the Department of Housing and Urban Development (HUD) and Farmer's Home Administration (FMHA) directly to a landlord as income. Do not include these payments as a deduction. Only include as a rent expense what the food unit owes to the landlord after the HUD or FMHA payments.
2. Disregard rent paid by HUD to residents in the experimental housing program in Green Bay.
3. Disregard HUD or FMHA utility reimbursement payments made directly to a food unit or utility provider as income.
4. Disregard HUD utility reimbursement payments diverted by a Native American housing authority directly to the utility provider without permission, consent, or agreement of the food unit.
5. Under the Family Investment Centers program, HUD provides grant money to public housing agencies and Indian housing authorities. In turn, they provide access to education and job opportunities to public housing residents. Disregard as income services provided to these residents. Services include:
 - a. Child care
 - b. Employment and training counseling
 - c. Literacy training
 - d. Computer skills training
 - e. Assistance in attaining certificates of high school equivalency
 - f. Other similar services
6. Disregard free rent, no income is counted, and no rent deduction is allowed.
7. A tenant may be billed utility expenses for common electrical devices, for the benefit of any number of tenants, but wired through their meter. A notice from the landlord identifies that cost and the tenant's reimbursement. Disregard the reimbursement.
8. Income received as a result of participation in the Fresh Start Program.

Employment Training and Education

1. Educational aid for students is not counted as income.
2. Disregard educational expense reimbursements.
3. Disregard income produced by an educational trust.

4. Disregard W-2 TSP (stipends for non-custodial parents) received for W-2 education and training activities.

Loans

Disregard as income any loan to the food unit. This includes loans from private individuals and commercial institutions. A legally executed document is not required to verify that income is a loan. A statement signed by both parties is enough to verify the income is a loan, if it contains: the amount of the loan, that the payment is a loan, and that repayment is required.

Medical and Dependent Care

1. Disregard reimbursements for medical or dependent care. Some examples of medical or dependent care reimbursements that should be disregarded are:
 1. Reimbursements from the Medical Assistance (MA), also known as Medicaid or Title 19 Community Integration Program (CIP).
 1. Reimbursements from the Alzheimer's Family Caregiver Support Program (AFCSP) ~~and~~, the National Family Caregiver Support Program (NFCSP), and the Program of Comprehensive Assistance for Family Caregivers (PCAFC).
2. Disregard dependent care payments as income for a food unit member's care when a county agency:
 1. Pays a dependent care provider directly,
 1. Reimburses the food unit after the food unit has incurred or paid a dependent care expense.
3. Disregard payments from the Wisconsin Family Support Program, which assists families by covering medical, dependent and other allowable expenses for in-home support for children with severe disabilities. Payments may be issued in several ways, including by voucher or direct payment to the vendor, or direct payment to the family as a reimbursement for allowable expenses. Do not confuse this program with "family support", a court-ordered obligation that combines child support and maintenance.

SSA programs

1. Disregard reimbursements for services provided by the [Social Services Block Grant Program](#).
2. Disregard retroactive SSI payments which are paid in installments.
 - a. Retroactive SSI benefits which total 12 months or more of the Federal Benefit Rate (monthly SSI amount) will be paid in three or fewer installments at six-month intervals. Each installment payment should be counted as an asset. Retroactive SSI benefits which equal or exceed 12 months of benefits, but which are owed to the following categories of recipients, will continue to be received in one lump sum:

- i. A person who has a medical impairment which is expected to cause death within 12 months.
 - ii. A person who is ineligible for benefits and is likely to remain ineligible for the next 12 months.
3. Disregard income of an SSI recipient necessary to fulfill a Plan to Achieve Self-Support (PASS) regardless of the source. This income may be spent in accordance with an approved PASS or deposited into a PASS account. The SSA must approve the individual's PASS in writing, identifying the amount of income that must be set aside each month to fulfill the PASS. It is the member's responsibility to report and verify that such income is necessary to fulfill its PASS in order for the income to be disregarded.
4. A qualified organization may collect a fee for acting as the representative payee for an SSI or OASDI recipient. Disregard the amount withheld from the SSI or OASDI payment as income to the recipient. Reduce the SSI or OASDI amount by the amount withheld instead.

SSI-E

Disregard SSI-E income for FoodShare. It is not necessary to determine if a SSI-E payment is being used for its intended purpose in order to disregard the income.

Energy Assistance Program

Disregard all payments provided by the Low Income Home Energy Assistance Program (LIHEAP) or Wisconsin Home Energy Assistance Program (WHEAP).

Community Options Program

Disregard Community Options Program (COP) reimbursement for long-term care services. If a food unit member is receiving COP payments for providing services, count the money as earned income.

Tribal / Native American Payments

Disregard any Tribal General Welfare Assistance (GWA) and Tribal General Welfare Exclusion (GWE) payments (26 USC § 139E).

Disregard payments to individual tribal members of the following tribes or from the following federal settlements:

1. Seminole Indians of Florida (PL 84-736).
2. Pueblos of Zia and Jemez of New Mexico (PL 84-926).
3. Red Lake Band of Chippewa Indians (PL 85-794).
4. Alaska Native Claims Settlement Act (PL 92-203).
5. Stockbridge Munsee Indian Community of Wisconsin (PL 92-480).
6. Burns Indian Community of Oregon (PL 92-488).
7. Pueblo of Santa Ana (PL 95-498).
8. Pueblo of Zia of New Mexico (PL 95-499).

9. Bois Forte Band of the Chippewa Tribe or the Grand Portage Band of Lake Superior Chippewa Indians under 25 USC 1407 (PL 93-134, 97-458, 106-568, 113-290).
10. Navajo and Hopi Tribe relocation payments (PL 93-531).
11. Cherokee Nation of Oklahoma (PL 94-114).
12. Cheyenne River Sioux, Crow Creek Sioux, Lower Brule Sioux, Oglala Sioux, and Rosebud Sioux Tribes of South Dakota (PL 94-114).
13. Devils Lake Sioux and Standing Rock Sioux Tribes of North Dakota (PL 94-114).
14. Shoshone-Bannock Tribes of Idaho (PL 94-114).
15. Sac and Fox Indian claims agreement (PL 94-189).
16. Grand River Band of Ottawa Indians (PL 94-540).
17. Confederated Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation (PL 95-433).
18. Indian Child Welfare Act of 1978 (PL 95-608).
19. Delaware Tribe of Indians and the Delaware Tribe of Western Oklahoma (PL 96-318).
20. Passamaquoddy Tribe, Penobscot Nation, and Houlton Band of Maliseet Indians under the Maine Indian Claims Settlement Act of 1980 (PL 96-420).
21. Wyandot Tribe of Indians of Oklahoma (97-371).
22. Absentee Shawnee Tribe of Oklahoma, Eastern Shawnee Tribe of Oklahoma, and Cherokee Band of Shawnee descendants (PL 97-372).
23. Miami Tribe of Oklahoma and Miami Indians of Indiana (PL 97-376).
24. Clallam Tribe of Indians, including Port Gamble Indian Community, Lower Elwha Tribal Community, and Jamestown Band of Clallam Indians, of Washington (PL 97-402).
25. Turtle Mountain Band of Chippewas of Arizona (PL 97-403).
26. Blackfeet, Gros Ventre Tribes, and Assiniboine Tribes of Montana (PL 97-408).
27. Papago Tribe of Arizona (PL 97-408).
28. Red Lake Band of Chippewas (PL 98-123).
29. Assiniboine Tribes of Fort Belknap Indian Community and Fort Peck Indian Reservation of Montana (PL 98-124).
30. Chippewas of Lake Superior including the Bad River Band, Lac du Flambeau Reservation, Lac Courte Oreilles Band, Sokaogon Chippewa Community, Red Cliff Reservation, and St. Croix Reservation of Wisconsin; disregard any per capita payment issued under this judgement in its entirety (PL 99-146).
31. Keweenaw Bay Indian Community of Michigan (PL 99-146).
32. Fond du Lac, Grand Portage, Nett Lake, and White Earth Reservations of Minnesota (PL 99-146).
33. White Earth Band of Chippewas in Minnesota (PL 99-264).
34. Saginaw Chippewa Indian Tribe of Michigan (PL 99-346).
35. Chippewas of the Mississippi including Mille Lac, White Earth, and Leech Lake of Minnesota (PL 99-377).
36. Band of Potawatomi, including Hannahville Indian Community and Forest County Potawatomi, of Wisconsin; if issued as a per capita payment, disregard the first \$2,000 of each payment made from this judgement (PL 100-581).

37. Puyallup Tribes under the Puyallup Tribe of Indians Settlement Act of 1989 (PL 101-41).
38. Seneca Nation of New York under the Seneca Nation Settlement Act of 1990 (PL 101-503).
39. Catawba Indian Tribe of South Carolina (PL 103-116).
40. Confederated Tribes of the Colville Reservation (PL 103-436).

Exclude as income any lump sum or periodic payments received under the Cobell v. Salazar Class Action Trust Case during the one-year period beginning on the date of receipt (PL 111-291).

Disregard up to \$2,000 per calendar year held by an individual Native American which is derived from restricted land or land held in trust by the Department of Interior, Bureau of Indian Affairs (PL 103-66, 92-203, and 100-241).

Disregard the first \$2,000 of individual shares for the following:

1. Confederated Tribes of the Warm Springs Reservation (PL 97-436).
2. Old Age Assistance Claims Settlement Act (PL 98-500).
3. Seminole Nation of Oklahoma (PL 101-277).
4. Seminole Tribe, Miccosukee Tribe of Indians, and the independent Seminole Indians of Florida (PL 101-277).
5. Rincon Band of Mission Indians (Docket 80-A).
6. Walker Paiute Tribe (Docket 87-A).
7. Ak-Chin, Salt River Pima-Maricopa, and Gila River Pima-Maricopa Indian Communities (Docket 228).
8. Maricopa Ak-Chin Indian Community (Docket 235).
9. Peoria Tribe of Oklahoma (Dockets 313, 314-A, and 314-B).
10. Yankton Sioux Tribe (Dockets 342-70 and 343-70).
11. Wichita and Affiliated Tribe (Keechi, Waco & Tawakonie) of Oklahoma (Dockets 371 and 372).

Child Nutrition Act of 1966 and the National School Lunch Act

Disregard the value of assistance received from programs under the Child Nutrition Act of 1966 and the National School Lunch Act. These are the:

1. Special Milk Program.
2. School Breakfast Program.
3. Special Supplemental Food Program for Women, Infants and Children (WIC).
4. School Lunch Program.
5. Summer Food Service Program for Children.
6. Commodity Supplemental Food Program.
7. Child and Adult Care Food Program.

Disaster and Emergency Assistance Payments

1. Disregard major disaster and emergency assistance payments made by federal, state, county, and local agencies, and other disaster assistance organizations, including National Flood Insurance Program (NFIP).
2. Disregard Emergency Assistance or emergency General Assistance when either is given to a migrant or seasonal farm worker food unit if:
 - a. The payment is provided to a third party (~~vended~~vendor) on behalf of the migrant or seasonal farm worker; and,
 - b. The food unit was in the job stream when (for example, working) it was provided.
3. Disregard disaster unemployment benefits to any individual who is unemployed as a result of a major disaster. Individuals cannot be eligible for any other unemployment compensation and also receive disaster unemployment benefits. Payments are limited to 26 weeks.

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

Veterans Benefits

Exclude VA aid and attendance and homebound allowances if the payment is:

1. For a past or future expense.
2. Not in excess of the actual expense.
3. Not for a normal household living expense.
4. Used for the intended purpose.

Disregard aid and attendance and housebound allowances received by veterans, spouses of disabled veterans, and surviving spouses.

GI Bill

All military personnel fund the GI Bill through mandatory payroll deductions in their first year of service. Disregard these deductions when counting income.

Example 2	During Joe's first year of military service, his gross pay is \$1,000 per month. One hundred dollars is deducted from his paycheck each month for the GI Bill. The IM worker disregards the \$100 deduction and budgets his pay as \$900 per month.
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Combat Pay

IM workers are required to determine if a military allotment made available to a food unit by an absent member deployed to a combat zone should be excluded when determining eligibility. Disregard any amount of combat zone pay that goes to the food unit that is in excess of the military person's pre-deployment pay. The exclusion lasts while the military person is deployed to the combat area.

If the amount of military pay from the deployed absent family member is equal to or less than the amount the food unit was receiving prior to deployment, all of the allotment would be counted as income to the food unit. Any portion of the military pay that exceeds the amount the food unit was receiving prior to deployment to a designated combat zone should be excluded when determining the food unit's income for FoodShare purposes.

Follow these steps in determining how to budget combat zone pay:

1. Ask if the service member is deployed to a combat zone.
 1. If the answer is no, verify military pay using a bank record or Leave and Earnings Statements (LES) and clearly document in case comments how income to the food unit was determined and verified.
 1. If the answer is yes, verify the service member's pay before deployment to a combat zone and the amount they receive due to being assigned to a combat zone. Leave and Earnings Statements (LES) or bank records can be used to verify this amount.
2. Any portion that is more than the amount the food unit was receiving immediately before deployment to a combat zone is exempt as combat pay.
3. Clearly document in case comments the combat pay source of verification and method used to determine amount to be disregarded and budgeted.

Deployment to a combat zone can be established through a variety of methods including:

1. The deployed person's military pay record, the Leave and Earnings statement (LES).
2. Orders issued to the military person in which the place of deployment is public record.
3. Contacting the Call Center which has a listing of designated combat zones, as well as a listing of pay items which may or may not be the result of deployment to a designated combat zone

Example 3	<p>John, his wife Bonnie, and their daughter have an open FoodShare case. John is in the military stationed overseas; his monthly income is \$1,000. John sends his wife \$1,000 every month.</p> <p>When John is deployed to a combat zone his pay is increased to \$1,300 a month, which is deposited into a joint account. Because the \$300 is combat pay, it is exempt income and not counted in the determination. The pre-combat pay of \$1,000 is budgeted as unearned income for FoodShare.</p>
Example 4	<p>Dori is in the military and receives \$1,000 per month in wages. Dori's husband Louie and their son Joe have an open FoodShare case. Dori has her military pay directly deposited into a bank account in her name only; Louie has no access to the funds or to the account. Do not count any of Dori's income in the eligibility determination for Louie and Joe.</p>

Example 5	Ben is in the military. His paycheck is \$1,000 a month. He has \$500 directly deposited into his account and \$500 directly deposited into a joint account with his wife, Andrea. The \$500 directly deposited into the joint account is budgeted as unearned income in Andrea's FoodShare determination. Since Andrea does not have access to Ben's account, only the amount deposited in their joint account is counted.
Example 6	Tim is in the military making \$1,200 a month. An allotment check of \$1,000 is paid directly to his wife Karla and \$200 to himself. The \$1,000 is budgeted as Karla's unearned income for her FoodShare determination.

Dottie Moore

Disregard as income any penalty payment paid as a result of the Dottie Moore lawsuit by DHS (formerly DHSS) to any Aid to Families with Dependent Children (AFDC) applicant or member. These \$50 to \$200 penalty payments have been ordered by the U.S. District Court for the Eastern District of Wisconsin in Civil Action No. 80-C-118.

Income Tax Refunds, Credits, and Rebates

Disregard income tax refunds, credits, and rebates as income.

Victims of Nazi Persecution

Disregard as income payments under PL 103-286 to victims of Nazi persecution.

Payments to Crime Victims

Disregard any payments received from a state established fund to aid victims of a crime.

Agent Orange Settlement Fund

Disregard payments received from the Agent Orange Settlement Fund or any other fund established in settling "In Re Agent Orange Product Liability Settlement Fund litigation M.D.L. No. 381 (E.D.N.Y.)." Continue to disregard the payments for as long as they are identified separately. Apply this disregard retroactively to January 1, 1989.

Wartime Relocation of Civilians

Disregard payments under PL 100-383 to U.S. citizens of Japanese ancestry and permanent resident Japanese immigrants or their survivors and Aleut residents of the Pribilof Islands and the Aleutian Islands West of Unimak Island.

Radiation Exposure Act

Disregard payments from any program under the Radiation Exposure Compensation Act (PL 101-426) paid to compensate injury or death resulting from exposure to radiation from nuclear testing (\$50,000) and uranium mining (\$100,000). Apply this

disregard retroactively to October 15, 1990. When the affected person is deceased, payments are made to the surviving spouse, children, parents, or grandparents of the deceased. The federal DOJ makes the payments. Continue to disregard the payments for as long as they are identified separately. Apply this disregard retroactively to October 15, 1990.

Children of Vietnam Veterans Who Are Born With Spina Bifida

Disregard payments received under the provision of the Benefits for Children of Vietnam Veterans Who Are Born With Spina Bifida (PL 104-204). These payments are made to any child of a Vietnam veteran for any disability they experience resulting from the spina bifida. Apply this disregard retroactively to September 26, 1996. Continue this disregard as long as payments are identified separately.

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970

Disregard reimbursements from the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (PL 91-646, Section 216).

Capital Gains

Disregard capital gains from the sale of a personal asset as income. Profits gained from the sale of an asset continue to be counted as an asset (see [SECTION 4.3.3.3 CAPITAL AND ORDINARY GAINS](#) for policy related to self-employment).

Reverse Mortgage

Disregard reverse mortgage payments made to homeowners. Reverse mortgage payments are loans against the borrower's home and are considered an asset these payments are not considered income.

Payments to Filipino World War II Veterans

Disregard payments from the Filipino Veterans Equity Compensation Fund. The American Recovery and Reinvestment Act (ARRA) of 2009 created the fund for certain veterans and the spouses of veterans who served in the military of the Government of the Commonwealth of the Philippines during World War II. The compensation fund offers one-time payments that may be up to \$15,000 to eligible persons.

Living Independently through Financial Empowerment (LIFE)

The LIFE program provides short-term, monthly cash payments to families, including tribal members, experiencing crises resulting from a domestic violence situation. LIFE payments are designed to meet urgent financial needs such as but not limited to housing, utility payments, and groceries. The LIFE program is only available for a limited time until August 31, 2022. Approved applicants receive \$3,500 over three consecutive months: \$1,500 in month one, \$1,000 in month two, and \$1,000 in month three.

Universal Basic Income (UBI)

Universal Basic Income (UBI) and guaranteed income program payments are disregarded for FoodShare purposes if:

1. Excluded by TANF or Medicaid.
2. The payments are sourced solely from private funds or a mix of private and public funds.

Examples

1. Madison Forward Fund Universal Basic Income (UBI) Program Payments
2. The Bridge Project Guaranteed Income for pregnant individuals.

Priority Health Medicare Over-the-counter (OTC) Allowance

Dual Eligible Special Needs Plans (D-SNP); Over-the-counter (OTC) program; healthy foods/utility credits income are all disregarded for FoodShare.

Mobility management vouchers

Mobility management vouchers are disregarded as income.

4.6.1 Deductions and Expenses

4.6.1.3 One-Time Costs

~~The~~ When determining if a deduction is applicable, the food unit can ~~count~~ have a one-time only allowable expense counted as a one-time deduction ~~or average, have it averaged~~ over the remaining months of the entire certification period. ~~If, or have it averaged over the remaining months in the first 12 months of a 36-month certification period (if applicable). For example, if the food unit chooses averaging benefits the most by having their expense averaged over the entire certification period,~~ average the expense over the remaining months in the certification period following the report of the expense.

~~The~~ Budget the amount of ~~the future~~ monthly expenses ~~used to determine these deductions is determined prospectively~~ using the current and best verified information available.

4.6.4 Medical Expenses

4.6.4.1 Allowable Medical Expenses

Allow previously acquired charges (not yet paid) and current payments when calculating a medical expense deduction. Previously acquired charges include charges incurred any time before or during the certification period, as long as the person is still obligated to pay the expense and the incurred expense has not been previously allowed as a FoodShare deduction.

Past unpaid medical bills can be used to prospectively budget recurring medical expenses.

One-time medical expenses (such as ~~hospital bills~~) can be budgeted for one month, averaged over the remaining months of the entire certification period, or averaged over the remaining months in the first 12 months of a 36-month certification period ~~(if applicable)~~.

Medical expense payments made during the certification period are ~~allowable~~ allowed to be considered when determining if a deduction is applicable. Medical expenses paid prior to the certification period are not ~~allowable~~ allowed to be considered when determining if a deduction is applicable.

Example 1	Jack has surgery in January and receives a hospital bill for \$400 in February. Jack then applies and becomes eligible for FoodShare in April. At the time of application, Jack has not made any payments toward the medical bill. The IM worker can use the entire \$400 hospital bill <u>can be used</u> when calculating Jack's medical expense deduction.
Example 2	Jack has surgery in January and receives a hospital bill for \$400 in February. He makes his first \$50 monthly payment toward his medical bill in March. Jack then applies and becomes eligible for FoodShare in April. The IM worker cannot use the \$50 March payment <u>cannot be used</u> when calculating the medical expense deduction. The IM worker can, however, use <u>However,</u> the remaining \$350 of the hospital bill (\$400 - \$50 = \$350) <u>can be used</u> to calculate the deduction.

~~Allowable~~ Not all medical expenses are allowed to be considered when determining if a deduction is applicable. Medical expenses that may be considered include but are not limited to:

- Medical and dental care (including psychotherapy and rehabilitation services) provided by a state-licensed practitioner, other qualified health professional, chiropractor, or acupuncturist.
- Hospitalization, outpatient treatment, nursing care, and nursing home care. This includes payments by the food unit for a person who was a food unit member immediately before entering a state-recognized hospital or nursing home.

- Prescription drugs when prescribed by a licensed medical practitioner authorized under state law. This includes the cost of postage for mail-order prescription drugs.
- Over-the-counter medication when approved by a licensed practitioner or other qualified health professional.

Note Certain over-the-counter hemp products are allowable expenses when a licensed medical practitioner or qualified health professional has prescribed or approved them. Current federal guidance states that only products that contain a delta-9 tetrahydrocannabinol (delta-9 THC) concentration of no more than 0.3% on a dry weight basis can be considered allowable. Medical marijuana and other Schedule 1 controlled substances are not allowable medical expenses.

- Sickroom equipment (including rental), other prescribed equipment, and medical supplies.
- Health insurance premiums, hospitalization insurance premiums, Medicare premiums, and monthly HealthShare contributions.
 - Nursing home care insurance policies are deductible only if the policy states that the benefits are intended to pay medical bills. If the policy is intended to pay medical bills, it is reasonable to conclude that the food unit member intends to use the benefits for paying medical bills rather than normal living expenses.
 - Only allow the premium of the elderly, disabled, or blind food unit member.

Example 3	<p>A mother pays \$165 for herself and her disabled son. If she only covered herself, the payment would be \$100. Therefore, \$65 is the expense for the child.</p> <p>. Count the \$65 as an allowed medical expense.</p>
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- If the premium amount intended for the eligible food unit member is unknown, prorate the premium and allow the EBD member's portion of the premium as the expense.

Example 4	<p>A disabled husband, a non-disabled wife, and two children have a family health insurance plan. It cannot be readily determined how much of the premium is for the disabled husband. The premium is \$1,000 per month. To find the husband's share of the premium divide the total premium \$1,000 by the number of people covered under the plan, which is four. The premium amount per person is \$250. The husband's allowable premium expense is \$250.</p>
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- Dentures, hearing aids, and prosthetics.
- Purchase and maintenance costs of any service animal specially trained to perform some function that the EBD food unit member cannot readily perform on their own.
 - This includes the cost of securing and maintaining a service animal (such as food and veterinarian care.)

- This also includes companion animals specifically trained to assist the EBD food unit member with the medical issue for which a licensed practitioner prescribed the animal. (The trainer does not need to have any special credentials and can be the person claiming the deduction as long as the animal is trained to do a specific function the EBD person cannot do for themselves.)
- Reimbursement for each expense is an allowable deduction if:
 - Only for the amount of the actual expense.
 - It does not represent a gain or benefit to the food unit as do normal living expenses such as rent or mortgage, personal clothing or food eaten in the home.
 - It is provided specifically for an identified expense.
 - It is used for the purpose intended.
- Eyeglasses and contact lenses prescribed by an ophthalmologist or optometrist.
- Reasonable cost of transportation and lodging to obtain medical care. For transportation when the expense has not or will not be reimbursed by a third party, allow:
 - The actual cost of the public carrier (taxi, bus, etc.)
 - If a private vehicle, the lesser of the mileage rate paid by the county (to employees) or by the state for unrepresented state employees. See the [State of Wisconsin Travel Guide](#) to obtain the current state rates.
- Charges for an attendant, homemaker, home health aide, child care, or housekeeper necessary due to age, infirmity or illness.
- Treat attendant care costs that qualify either as a medical or dependent care deduction as a medical deduction.
 - Deduct an amount equal to the one-person maximum allotment if the food unit furnishes the majority of the attendant's meals. Use the allotment in effect the last time eligibility was determined.
 - IM workers must update the amounts at the next scheduled renewal but may do so earlier.
 - Any cost-sharing, co-payment, or Medicaid deductible expense incurred by a Medicaid member, including Medicaid deductible pre-payments.
 - Payments made on a loan's principal if it was used to pay a one-time medical expense. Do not allow loan expenses, such as interest.
 - BadgerCare Plus and Medicaid Purchase Plan (MAPP) premiums.
 - The SeniorCare enrollment fee.
 - Lifeline/MedicAlert. The costs of Lifeline or MedicAlert devices used by persons to contact medical help in emergencies are an allowable medical expense deduction for FoodShare benefits if prescribed by a licensed practitioner or other qualified health professional.
 - Medical expenses billed on a charge card are allowable. The interest cannot be included as a deduction.
 - Exercise equipment prescribed by a licensed practitioner or qualified health professional. A recommendation or referral for the equipment is not valid justification to allow the expense.

- The cost of a medically necessary app or any subscription fee associated with the app. This could include, but is not limited to, an insulin monitoring app or an app that reminds someone to take their medications. Verification that the app was prescribed and is medically necessary is required from a medical professional.

4.6.4.3 Budgeting Medical Expenses including Medicaid Deductible Expenses

Medical expenses for elderly, blind, or disabled members may be entered through one of the following budgeting methods:

- Budgeted as a recurring monthly expense,
- Budgeted as a one-time lump sum expense for one month,
- Budgeted for the remainder of a FoodShare certification period,
- Budgeted for the remaining months in the first 12 months of a 36 month FoodShare certification period, if applicable (see SECTION 2.2.1.2 36-MONTH CERTIFICATION PERIOD)

Note This option is not available past the 12th month of a certification period.

- Budgeted based on the terms of a payment plan, or
- Averaged over the time period a one-time medical expense was intended to cover (such as a prepaid or met medical deductible).

Under all of the budgeting options, the obligation amount (amount incurred) is counted rather than the amount paid. The member may or may not pay the bill, so it is important to make sure that the expense is not counted more than once.

A monthly medical expense obligation budgeted based on the terms of a payment plan can be claimed for as long as the original payment plan is in place. Amounts still due after they were budgeted during a previous FoodShare certification period may not be included as part of the monthly expense.

The averaging of the one-time medical expense cannot extend past the certification period in which the expense was originally counted.

Except when an expense is averaged during a certification period, the expense should be budgeted starting with the month it is billed or otherwise becomes due, regardless of when the member intends to pay the expense. Allow the expense in the next possible benefit month.

For instructions on how to enter allowable medical expenses into CWW, see Process Help, [Section 18.2.4 Other Medical Expenses - Medical Expenses Page](#).

4.6.4.3.2 Examples

Example 5	IM worker is processing a A FoodShare application <u>is processed</u> for Ernie. Ernie is disabled. He has provided verification of an outstanding payment agreement for dental care he received. The terms of the payment agreement include a repayment obligation of \$40 per month for 24 months. Ernie has been making his monthly payments and has 17 months remaining in his payment plan (total remaining responsibility of \$680). The remaining obligation of \$680 is an allowable deduction. The \$280 that Ernie has already paid is not an allowable deduction.
Example 6	IM worker Cory is processing an A FoodShare application <u>is processed in October</u> for Alena, a disabled FoodShare member in October . Alena has an outstanding hospital bill from September with a remaining patient responsibility of \$230 and November due date. Alena may choose to have the expense budgeted as a lump sum for one month or budgeted over the FoodShare certification period. After discussing <u>reviewing</u> the budgeting options for FoodShare with Alena, Cory determines it is determined that budgeting the expense for one month (the month of November) will result in the best outcome for Alena.
Example 7	A food unit member has a Medicaid deductible of \$400 for a six-month Medicaid certification period. Based on the verified medical expenses in the previous six months, the person anticipates he will incur \$100 per month in medical expenses. Enter \$100 in expenses on the Medical Expenses page and CWW will allow \$65 in excess medical expenses <u>will be budgeted</u> for each month ($\$100 - \$35 = \$65$). When the FoodShare/Medicaid assistance group member meets the Medicaid deductible and Medicaid opens, the IM worker should remove the monthly excess medical deduction. Remember to check the medical expense screens whenever Medicaid opens and adjust the expenses accordingly must no longer be budgeted.
Example 8	A food unit member who is disabled has a Medicaid deductible of \$600. He meets the deductible with a one-time expense of \$850. He chooses to average the expense over the period it was intended to cover. The IM worker averages the non-reimbursable portion of the expense, \$600, <u>is averaged</u> over the remaining months of the Medicaid deductible period.
Example 9	A member is certified for 12 months for FoodShare and six months for Medicaid with an \$800 deductible. During month two, the member incurs a one-time medical expense of \$4,000. The Medicaid deductible is met and the person becomes eligible for Medicaid for the rest of the Medicaid certification period. The non-reimbursable amount is \$800 since Medicaid pays the remainder of the bill after the deductible is met. For purposes of FoodShare eligibility, they can do one of these <u>the following options apply</u> :

	<ol style="list-style-type: none"> 1. Choose to have the<u>The</u> entire non-reimbursable expense (\$800) applied to<u>can be budgeted for</u> one month as an excess expense in the next possible benefit month. 2. Enter into<u>A monthly amount can be budgeted for</u> a payment plan with the provider and the incurred monthly payment amount due is used to determine the excess medical expense. The payment plan can extend beyond the FoodShare certification period as long as no part of the medical expense is counted more than once. For instance, if the payment plan calls for \$40 payments to be made each month for 20 months, the \$40 expense can be counted each month for 20 months. However, if the member falls behind in the payment plan and in the 21st month enters into a second payment plan to cover the remaining balance, do not allow the remaining balance as a medical expense because it was already deducted during the previous 20 months. 3. Request that the<u>The</u> \$800 <u>can</u> be averaged over the remaining 10 months of the FoodShare certification period. In which case, the monthly excess medical expense deduction would be: $\\$80 - \\$35 = \\$45$ each month for 10 months. 4. Request that the<u>The</u> \$800 <u>can</u> be averaged over the remaining four months of the Medicaid certification period, or the period the expense is intended to cover. In which case, the monthly excess medical expense deduction would be $\\$200 - \\$35 = \\$165$ each month for four months.
<u>Example 10</u>	<u>Tuva has a 36-month FoodShare certification period. She is six months into her certification period when she has a one-time medical expense of \$2,000. The expense can be budgeted as a lump sum for one month, over the remaining 30 months in the certification period, or over the remaining six months in the first 12 months of the certification period. The option that would give Tuva the largest overall increase in benefits must be selected.</u>
<u>Example 11</u>	<u>Hasan has a 36-month certification period. He is 15 months into his certification period when he has a one-time medical expense of \$2,000. The expense can be budgeted as a lump sum for one month or over the remaining 21 months in the certification period. The option that give Hasan the largest overall increase in benefits must be selected.</u>

6.1.2 Six Month Reporting Requirement

7 CFR 273.12(a)(iii)

Food units certified for 12 months and subject to simplified change reporting requirements are required to submit a six-month report form (SMRF) in the sixth month of the certification period. The form and any supporting documentation required to verify reported changes on the form must be submitted by the end of the sixth month (month the SMRF is due) to avoid a break in service.

Elderly, Blind, or Disabled (EBD) food units without earned income with 12-month certification periods are exempt from the six-month report requirement.

Food units with 36-month certification periods may be required to complete SMRFs every six months (see SECTION 2.2.1.2 36-MONTH CERTIFICATION PERIOD).

The following changes in income must be reported on the SMRF for FoodShare members:

- A change of \$125 or more in unearned income based on the most recently verified amount.
- Changes in earned income (from the most recently verified information) that must be reported include:
 - Rate of pay.
 - Number of hours worked.
 - Loss of job.
 - Change from full to part-time.
 - New employment, but only if the first paycheck has been received by the time the SMRF is completed.
 - New or significantly changed self-employment.

Income verification at SMRF is only required for employment that meets the criteria listed above. An IM worker should not request verification of previously verified earned income that has not changed.

Self-employment income that has already been averaged is not to be re-verified unless a significant change is reported.

Other changes that must be reported on the SMRF are:

- Household composition (persons that have moved in or out, including newborns)
- New address and resulting changes in shelter expenses
- Change in legal obligation to pay child support (see Section 4.6.5 Support Payment Deductions)
- New substantial lottery or gambling winnings (see SECTION 6.1.1.1 Lottery or Gambling)

A signature is required on the SMRF. The SMRF can be signed by the primary person or by any adult food unit member or, if applicable, an authorized representative or legal guardian.

Any SMRF can be completed and submitted using the paper form, ACCESS, and by phone. A “no-changes” SMRF (all information on the mailed form is current and correct) can also be signed and submitted through MyACCESS.

Note The paper SMRF and the online form are available to members on ACCESS Renew My Benefits (RMB) and will have the employment, self-employment, unearned income, and child support expense fields pre-populated to reflect the most recently verified information in CWW. This is the income and expenses that are being used in the current FoodShare benefit calculation (the prepopulated information may not reflect all the income and expenses that factor into the budget).

SMRFs must be submitted by the end of the ~~sixth~~ month ~~of the certification period~~ SMRF is due to avoid a break in service. When a SMRF is submitted in the month ~~six~~ is due with changes requiring verification, a verification checklist will be sent giving 20 days to provide the requested verification. When the due date for verification goes into the ~~seventh~~ month, following the due month (7, 13, 19, 25, 31), FoodShare will reopen without a break in service so long as the required documentation is supplied on or before the verification due date.

Example 1	Emma is certified for FoodShare from January to December. Emma's SMRF is due in June. Emma returns the SMRF June 27 and reports new employment. Emma did not provide verification of the new income with the completed SMRF. The IM Worker processes the SMRF on June 27. Verification of the income must be requested. Although Emma returned the SMRF at the end of the process month <u>it was due</u> , the due date for verification extends into July because the IM worker must allow 20 days <u>must be allowed</u> to provide verification. Emma provides the requested verification on July 12, prior to the due date of July 17. Emma's certification period for FoodShare remains the same, January to December. Benefits go back to July 1 and are not prorated.
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If FoodShare closes for lack of SMRF, verification, or other reasons and the food unit takes the required action within ~~month seven of the certification period, the month following the month the form is due (7,13,19,25,31)~~, the agency shall reopen FoodShare under the break in service policy and issue prorated benefits from the date the food unit took the required action. The benefit shall be prorated from the date the SMRF is returned if the action was taken prior to or by the verification due date set ~~for month seven,~~ or if the reason for closure is because of agency delay.

If FoodShare closes due to agency delay in processing a SMRF, benefits shall be restored back to the first of the month.

Example 2	Jon is required to submit a SMRF in March. Jon submits the SMRF April 7 and the agency processes it on April 9. Jon reported a change in hours worked at existing employment and the case <u>Verification is pending for verification requested and is</u> due April 29. Jon submits the verification April 27. Jon's benefits are prorated from April 7 forward because the verification was submitted by the due date, but the SMRF itself was submitted late.
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Example 3	Lillie was required to submit a SMRF by the end of August. Lillie submits the completed SMRF August 29. On the SMRF, Lillie reported new pension income. The agency processes the SMRF on September 2 and the case is pending for verification <u>Verification of pension income is requested with a</u> due September 22. Lillie provides the required verification on September 30. Lillie's benefits are prorated from September 30 forward because her verification was submitted after the due date.
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If the SMRF process is not complete (a completed form and all verifications submitted) by the first day ~~of two months after the SMRF was due (month eight, 8/14/20/26/32),~~ a new application must be submitted unless the cause for delay into that month ~~eight~~ is agency delay. In instances, when a complete SMRF is submitted in the month ~~seven~~ following the month the form is due (7, 13, 19, 25, 31) and verification is required, verification must be provided before the end of that month ~~seven~~, which may result in the member having less than 20 days to provide the verification. The worker will need to manually adjust the due date to coincide with the end of month seven.

Example 4	Gwen is required to submit a SMRF in February. Gwen submits the SMRF in month seven on March 26. Gwen must submit verification of her employment change by March 31. If verification is not provided, Gwen will need to reapply in March because the required verification was not submitted by the end of month seven.
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Example 5	<p>Joe has an open FoodShare case with a certification period of April through March with a SMRF due in September. Joe fails to return a timely SMRF in September and FoodShare closes effective September 30.</p> <p>Joe returns the SMRF with required verification on October 25, but the SMRF is incomplete and is missing a signature. The IM agency returns the <u>SMRF is returned to</u> Joe and indicates that indicating a signed SMRF must be submitted by October 31 to avoid needing a new FoodShare application.</p> <p>Joe returned the signed SMRF on November 2. Since the completed SMRF was not submitted by the end of month seven, Joe will need to reapply for FoodShare.</p>
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Complete Paper SMRF

To be considered complete, all of the boxes must be checked, and a signature must be provided on the SMRF. If a box is checked indicating a change but the details of the change have not been provided, it is still a complete SMRF. Missing details related to changes must be requested or the worker must contact the member for clarification.

If the SMRF does not have all of the boxes checked or is missing a signature, it is an incomplete SMRF (see Process Help, [Section 3.4 Six Month Report Forms \(SMRFs\)](#) for processing instructions).

When an incomplete SMRF is received, the household is notified that it must provide the missing portions that were not completed. The household is only required to return or provide the worker with the information needed for the sections that were not completed. The agency will already have the completed portions of the form.

Example 6	Midge returns her SMRF on June 10 and completes the household information section and signs the form, the rest is incomplete. The agency sends Midge <u>is sent a</u> notice that her form was incomplete and a new SMRF. Midge completes all the sections of the form submitting it to the agency on June 25 but leaves the household information section blank and does not sign the form. Since those sections were already complete and submitted on June 10, the agency can now process the form as-is considered complete since all the sections on the form have been completed and submitted.
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6.1.3 Timely Action on Reported Changes During the Certification Period

6.1.3.7 Change Impact Matrix

Use the Change Impact Matrix to determine how to respond to changes reported by food units.

Food Unit Type	Initial Certification Period	Initial SMRF Requirement	Change Reported	Date Change Acted On	Impact on Certification Period	SMRF Requirement after Change
Regular	12 months	Yes	Homelessness or Migrant in household	At any time during the certification period	No effect on the original certification period of 12 months	Yes
Homeless or Migrant	6 months	No	Reports securing housing or no longer migrant	Prior to adverse action in the fourth month	Certification period remains six months	No
				After adverse action in the fourth month	Certification period remains six months	No
EBD household with earnings	12 months	Yes	Source of earnings ends	At any time	No effect	No
EBD without earnings	12 months	No	New source of earnings	Prior to adverse action in the fourth month	No effect	Yes

				After adverse action in the fourth month		No
<u>EBD without earned income</u>	<u>36 months</u>	<u>No</u>	<u>Non-EBD adult member in the food unit, adult member loses their disability determination, adult member receives counted earned income, or a migrant worker enters the household</u>	<u>At any time</u>	<u>No effect</u>	<u>Yes</u>
TFS	5 months	No	Change in income, household comp, or other types of change	At any time	No effect	No
			Death of PP or when PP moves out of Wisconsin		TFS closes and member must re-apply	N/A

7.1.1 Allotments

7.1.1.5 Replacement Issuance for Destroyed Food

7 CFR 274.6

Providing replacement benefits

~~Provide~~ Issue replacement benefits to a food unit when they report that food purchased with FoodShare benefits was ~~destroyed in~~ lost or ~~as a result~~ because of a household misfortune or natural disaster.

There is no limit to the number of times replacement benefits can be requested to replace food that was lost or destroyed ~~due to a household misfortune~~.

Note When a Federal Individual disaster declaration has been issued and the food unit is eligible for DSNAP benefits, the food unit is not eligible to receive both a disaster (DSNAP) benefit and a replacement benefit for the same misfortune (see Section 5.3.1 Disaster Supplemental Nutrition Assistance Program (DSNAP) For Victims Of Natural Disasters).

Food Benefits Replacement

~~Replacement~~ Only issue replacement benefits ~~should be provided only if a~~ to the food unit if they make a ~~timely reports a report of the~~ loss. The food unit may make an initial report of the loss to their agency orally or in writing. The ~~if the food unit makes an initial report will be considered timely if,~~ it is ~~must be~~ made to the agency within 10 calendar days of the date food was destroyed in or as a result of a household misfortune or natural disaster. If the 10th day falls on a weekend or holiday, consider it to have been received timely if the member reports the loss on the business day following the weekend or holiday. The food unit must submit the Request for Replacement FoodShare and/or Summer EBT Benefits form (F-00330) within 10 calendar days after the initial report of the loss of food. The form may be completed in person, online via ACCESS, over the phone, mailed, or faxed to the agency.

Note <u>Example</u> <u>7</u>	The benefit replacement amount is the lessor of the claimed loss, or, up to the full allotment that was issued for the month of loss. If a member is eligible for replacement benefits, and the food loss occurs prior to the member's regular monthly issuance, process the replacement under the prior month's issuance, even if the prior month's issuance is lower. The full allotment issued to the food unit includes any restored or supplement benefits. Lorraine was impacted by a power outage that occurred October 1 and lasted through October 2. Her food was destroyed on October 3. On October 12, Lorraine calls the agency to report her loss of food purchased with
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	<u>FoodShare benefits. During the call, Lorraine loses service and is not able to complete the request form over the phone at that time. Since she was able to verbally report the loss to the worker before the call dropped, this is considered a timely initial report. Lorraine must complete and return the Request for Replacement FoodShare and/or Summer EBT Benefits form within 10 days of her initial report to be eligible to receive replacement benefits. She can return the completed form in person, online via ACCESS, over the phone, or by faxing the form to the agency. If Lorraine submits the completed form by or on October 22, use the September benefit to issue the replacement.</u>
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Example 7	Lorraine's household was impacted by a power outage that occurred October 1 and lasted through October 2. On October 12, Lorraine calls the agency to report her loss of food purchased with FoodShare benefits. She states by October 3 her food had spoiled. This is considered a timely report. Note: To be eligible for replacement FoodShare benefits, Lorraine must complete and return the Request for Replacement FoodShare Benefits form (F-00330) within 10 days of her verbal report (October 12). The signed form must be returned by October 22. Use the September benefit to issue the replacement.
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~~The benefit replacement~~If the food unit does not make an initial report of the loss to the agency, they must submit the Request for Replacement FoodShare and/or Summer EBT Benefits form within 10 calendar days of the date food was destroyed in or as a result of a household misfortune or natural disaster. If the 10th day falls on a weekend or holiday, and the form is received the day after the weekend or holiday, consider it to have been received timely.

The replacement benefit amount is the lessor of the claimed loss, or, up to the full allotment that was issued for the month of loss. If a member is eligible for replacement benefits, and the food loss occurs prior to the member's regular monthly issuance, process the replacement under the prior month's issuance, even if the prior month's issuance is lower. The full allotment issued to the food unit includes any restored or supplement benefits.

Example 8	Mary and her daughter receive FoodShare benefits on the 3rd of each month. In June Mary's benefit was \$275, and in July her benefits will be <u>increase to</u> \$345. There was a fire in their home on July 1. Mary goes into the agency on July 10 and reports that all of her food, valued at \$600, was destroyed in the fire. Mary completes the Request for Replacement FoodShare Benefits, (F-00330) and provides a statement from the Red Cross. Mary is eligible to have <u>the full amount of</u> her <u>June</u> benefits replaced. Process the replacement under June's issuance in the amount of \$275.
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Example 9	Kevin receives FoodShare benefits of \$170 on the 4th of each month. Kevin calls July 10 to report his <u>Kevin's</u> power had been <u>went</u> out
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	overnight for more than four <u>10</u> hours July 6. On July 7, he had to throw away his food due to spoilage. On July 16, he submits the completed Request for Replacement FoodShare Benefits (-) and a news article about the power outage that occurred on July 6. <u>replacement benefits request in ACCESS.</u> Kevin claims he lost \$100 worth of food. The IM worker would issue <u>verifies the misfortune using power company data and issues</u> Kevin \$100 in <u>Foodshare</u> replacement benefits for July.
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Statement of Loss: Request for Replacement FoodShare and/or Summer EBT Benefits form (F-00330)

Before issuing a replacement, the agency must obtain the signed request for replacement benefits form attesting to the loss of food from an adult member of the food unit. The form may be completed in person, online via ACCESS, over the phone, mailed, or faxed to the agency.

If the signed request or form is not received by the agency within 10 days of the initial report or loss of food, do not issue replacement benefits.

Verifying FoodShare Eligibility

When a ~~verbal or written~~food unit makes a request for replacement benefits ~~is received~~, the agency must check ~~to see that if~~ the food unit had received a FoodShare benefit in the month that the misfortune occurred or the month before the misfortune occurred~~.~~.

Use the Benefit Issuance History page to determine if the food unit was receiving benefits prior to or at the time of the misfortune. Do not use the EBT Transaction Details page when determining replacement eligibility or amounts.

Example 10	Steve and his child received a monthly benefit of \$265 on July 14. Due to a change in circumstances Steve's August benefit amount increased to \$355. August 3, Steve calls and reports that his electricity was shut off on July 28. He was able to pay his bill and the power was turned back on August 2. The power outage caused all of his cold and frozen foods to spoil. Steve claims to have lost \$600. Steve is eligible for a replacement up to his full July issuance of \$265.
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Verification of misfortune or natural disaster

Workers must attempt to verify the household misfortune or natural disaster. If the agency cannot verify the misfortune and it is not questionable, the agency must issue the replacement benefits. If the agency cannot verify the misfortune and it is questionable, the agency must request verification of the misfortune from the food unit.

Example 11	<u>Dawn requested \$60 of replacement benefits. She reports that her basement freezer, and all the food in it, was ruined after a flash flood. While attempting to verify the misfortune, the worker finds several news articles that show the flood affected an area that Dawn does not live in.</u>
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	<u>The worker finds the misfortune questionable and requests proof of the misfortune from Dawn. Dawn needs to provide verification of the misfortune within 20 days.</u>
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<u>Example 12</u>	<u>Kendrick receives monthly FoodShare benefits of \$146. Kendrick reports that his fridge died and the \$200 worth of food in the fridge spoiled overnight. While processing the request, the worker sees that Kendrick has reported his fridge broke and destroyed his food every month for the past four months. The worker finds the misfortune questionable and requests proof of the misfortune from Kendrick. Two days later, Kendrick submits a receipt from a repairman for fixing his fridge. The receipt has Kendrick's name, the date of the payment, and states that the fridge had stopped working. Since Kendrick verified the misfortune, it is no longer questionable. The worker issues Kendrick \$146 of FoodShare replacement benefits.</u>
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Workers should use discretion when determining if a misfortune is questionable.

The agency can verify the misfortune or disaster through a collateral contact, documentation from a community agency including, but not limited to, the fire department, utility company, the Red Cross, or a home visit. The verification needs to support that there was a misfortune or natural disaster which resulted in the destruction of food. Never attempt to verify the actual loss of food or value of food lost.

The agency must determine that the **food** loss occurred in or as a result of a household misfortune or natural disaster, such as, but not limited to, a fire, power outage, appliance failure, utility disconnection, or flood. A power outage lasting four hours or more can result in food spoilage and is therefore a qualifying household misfortune. Each replacement request must be evaluated on a case-by-case basis since the circumstances of each misfortune may be different (for example, food will spoil quickly during periods of extreme heat conditions, flooding may take a couple of days to reach the area food is stored or to damage an appliance).

For more information on food safety, review the U.S. FDA Food Facts resource on [Food and Water Safety During Power Outages and Floods](#).

A household misfortune does not include FoodShare benefits that were stolen.

Time limits for replacing benefits

Replacement benefits must be issued to the food unit no later than 10 days after the **initial** report of loss or within two working days of receiving the signed form and verifying the loss, whichever date is later.

The agency must deny or delay replacement benefits in cases in which available documentation indicates that the household's request for replacement appears to be fraudulent.

A worker must send a Notice of Denial ([F-16001](#)) to explain the reason for the denial. Inform the food unit of its right to a fair hearing to contest the denial or delay of replacement benefits. Replacements shall not be made while the denial or delay is being appealed.

Example 1413	Ginny submits a Request for Replacement benefits form on November 20 stating her freezer broke down on November 15. Ginny is requesting replacement benefits of \$200 for the food she lost. The worker checks Ginny's FoodShare eligibility and notes that Ginny's FoodShare closed October 1. The worker must send Ginny a Notice of Denial (F-16001) and explain that she is not eligible for replacement benefits because she was not eligible for or receiving FoodShare <u>when her food was lost</u> in November or October . The worker must also document the denial of the request in the case record. If Ginny files a fair hearing on this decision, no replacement benefits shall be issued while pending a decision.
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Statement of Loss: Request for Replacement FoodShare Benefits form (-)

~~Prior to issuing a replacement, the agency must obtain from an adult member of the food unit a signed form attesting to the loss of food. The form may be completed in person, mailed, faxed, or submitted by other electronic means to the agency.~~

~~If the signed form is not received by the agency within 10 days of the date of the member's verbal or written report of the loss, no replacement is to be made. If the 10th day falls on a weekend or holiday, and the form is received the day after the weekend or holiday, consider it to have been received timely.~~

~~The form needs to be retained in the electronic case record. The form needs to attest to the destruction of food purchased with FoodShare benefits and the reason for the replacement. It must also state that the food unit is aware of the penalties for intentional misrepresentation of the facts, including, but not limited to, a charge of perjury for a false claim.~~

Verification of loss

~~Verification of the household misfortune or natural disaster is required. Verification of the loss of food or value of food lost is not required. The agency can verify the misfortune or disaster through a collateral contact, documentation from a community agency including, but not limited to, the fire department, utility company, the Red Cross, or a home visit. The verification needs to support that there was a misfortune or natural disaster which resulted in the destruction of food.~~

~~If the agency cannot obtain verification of the misfortune or disaster, the replacement should be issued unless the request is believed to be fraudulent.~~

Verification exception policy

When a "State of Emergency", due to weather or natural disaster, has been declared by a government official for an area (county/zip code/city), verification of the misfortune is

not required as long as the loss claimed was specifically due to the state of emergency event. The member has 10 days from the date the loss occurred to report orally or in writing. Allow 10 days for the Request for Replacement FoodShare Benefits form to be returned following the report of the loss.

In instances where the loss of food is found to be questionable during a “State of Emergency,” the worker must verify the event which resulted in the loss of food. Document the reason(s) the loss was found to be questionable.

<u>Example 14</u>	<u>A statewide “State of Emergency” was declared by the Governor due to severe weather. A number of counties sustained substantial damage from the storms including power outages lasting more than 24 hours. Other counties were unaffected by the storms. Terry is a FoodShare member who lives in a county that had little to no impact from the severe weather outbreak. Terry requests replacement benefits claiming his electric was out for more than twelve hours. The county Terry lives in has had no reports of power outages. The worker finds Terry’s request to be questionable. The request is denied after the worker determines there was no power outage in Terry’s county.</u>
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<u>Example 15</u>	<u>A “State of Emergency” was declared by the Governor on July 20 due to extensive flooding in Grant County. The Department of Health Services was granted special approval to allow households up to 30 days to report food loss, or by August 21. Jesse reports on July 31 that his home sustained substantial flooding resulting in the loss of his food. He claims to have lost \$300 in food on July 21. Jesse will need to complete a request form by August 21 (allowed by the extension) to be found eligible for replacement benefits. The request is not questionable, so the worker does not need to verify the loss.</u>
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In some instances, the Department of Health Services may obtain approval to extend the timeframe for reporting and receiving a completed form. The Department of Health Services will issue additional information in these situations.

~~In instances where the loss of food is found to be questionable during a “State of Emergency,” the worker must verify the event which resulted in the loss of food. Document the reason(s) the loss was found to be questionable.~~

<u>Example 12</u>	<u>A statewide “State of Emergency” was declared by the Governor due to severe weather. A number of counties sustained substantial damage from the storms including power outages lasting more than 24 hours. Other counties were unaffected by the storms. Terry is a FoodShare member who lives in a county that had little to no impact from the severe weather outbreak. Terry requests replacement benefits claiming his electric was out for more than twelve hours. The county Terry lives in has had no reports of power outages. The worker finds Terry’s request to be</u>
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	questionable. The request is denied after the worker determines there was no power outage in Terry's county.
Example 13	A "State of Emergency" was declared by the Governor on July 20 due to extensive flooding in Grant County. The Department of Health Services was granted special approval to allow households up to 30 days to report food loss, or by August 21. Jesse reports on July 31 that his home sustained substantial flooding resulting in the loss of his food. He claims to have lost \$300 in food on July 21. Jesse will need to complete a request form by August 21 (allowed by the extension) to be found eligible for replacement benefits. The request is not questionable, so the worker does not need to verify the loss.

Documentation and reconciliation of replacement benefit requests

The agency must document in the food unit's case file each request for replacement, the date of the verbal or written request, the reason for the request, and whether or not the replacement was approved or denied.

When a request for replacement is made, replace the benefit for the month the loss occurred.

Note The "905" replacement supplement code must be used when issuing replacement benefits for lost or destroyed food. This is essential for tracking, reconciliation, and reporting purposes.

7.3.1 Calculating Overpayment Claim Amounts

7.3.1.3 When to Establish an Overpayment Claim

7 CFR 273.18(g)(3)

An overpayment claim, even if under \$500, must be established in the following circumstances.

- FoodShare overpayment discovered through a State Quality Control (QC) review. Federal regulations require that corrective action must be taken to establish a claim for any error discovered through a QC review, regardless of the size of the error. Overpayments as a result of QC are not subject to claim thresholds, regardless of the type of error. ~~Not every instance of overpaid Failure to take timely corrective action may result in liquidated damages against the agency in the amount of \$250 or more.~~ Overpayment claims found through a Quality Control review must be established following the procedures outlined in 7.3.1.5.
- FoodShare ~~overpayments related to a member receiving duplicate~~ benefits ~~will result in~~.
- FoodShare IPV claims

With exceptions, a claim should be established against the adult members of any food unit that has received an overpayment ~~claim~~.

Do not establish a claim if:

- The agency did not ensure that a food unit signed the application form ~~or~~ the signature received was not from a responsible adult household member (or someone authorized to act on their behalf).
- The overpaid month(s) occurred after a renewal or SMRF was due and appropriate notice of a renewal or SMRF requirement was not sent due to an incorrect certification period in CARES Worker Web.
- Incorrect expedited benefits were issued resulting from a non-client error.
- Benefits are issued solely because the 10-day negative notice requirement cannot be or has not been met.
- The overpayment occurred because of incorrect Social Security, SSI, or Wisconsin Unemployment, data exchange payment information. These are trusted third-party data sources and cannot be recovered.
- The overpayment occurred because of incorrect SAVE, Wisconsin Vital Records, or other non-financial data sources that are considered verified on receipt. These are trusted third-party data sources and cannot be recovered.
- The claim is a client or non-client error, and the total overpayment claim is less than \$500. ~~A claim that is less than \$500 should only be established in the following circumstances:~~

~~FoodShare overpayments discovered through a State Quality Control (QC) review.~~

- ~~○ Federal regulations require that corrective action must be taken to establish a claim for any error discovered through a QC review, regardless of the size of the error. Overpayments as a result of QC are not subject to claim thresholds, regardless of the type of error. Failure to take timely corrective action may result in liquidated damages against the agency in the amount of \$250 or more~~
- ~~○ FoodShare overpayments related to a member receiving duplicate benefits~~
- ~~○ FoodShare IPV claims~~

Example 7	Mary called the IM agency and requested to apply for FoodShare over the phone. Mary completed the FoodShare interview with the IM worker, but the call was disconnected prior to completing a telephonic signature. The IM worker inadvertently updates the case to reflect a signature was collected and confirms Mary open for FoodShare benefits without a signed application at \$281 per month. Four months later, the IM agency discovers the error. An overpayment claim is not established because Mary did not sign the FoodShare application.
Example 8	Lex applied for FoodShare and reported no income. Lex was confirmed eligible for benefits at \$281 per month. At SMRF, the IM worker discovers that Lex was actually working at application and inadvertently failed to report income. Had Lex reported appropriately, Lex would have received \$251 per month in FoodShare. Lex received \$30 more than entitled to receive for a total of six months, or \$180. Since the total amount overpaid was less than \$500, no overpayment claim is established.
Example 9	Misha receives FoodShare benefits. Misha's case was randomly selected for a QC review in June. The QC reviewer determines that Misha was overpaid \$150 in FoodShare benefits. Although the total claim amount is under \$500, the error was found during a QC review and therefore a claim is established.

7.3.2 Repayment of Claims

7.3.2.1 Repayments and Delinquency

7 CFR 273.18(e) (4) and (5)

CARES automatically generates repayment agreements (RPA) at the beginning of the month following the month in which a claim is sent.

Failure to sign and return a repayment agreement may result in a claim becoming delinquent. If a repayment agreement is signed and returned ~~and but~~ the required payments are not made, the claim will become delinquent and will be subject to both tax intercept and monthly repayment. ~~In order to~~To become delinquent, notice of the missed payment~~(s)~~ must be sent to the liable person.

The policies for monthly repayments are listed on the repayment agreements:

1. Overpayments that are less than \$500 should be paid by monthly installments of at least \$50.
2. Overpayments that are \$500 and above should be paid within a three-year period either by equal monthly installments, or by monthly installments of at least \$20.

If more than one claim is established, the additional claim(s) will not be considered delinquent so long as the other claim(s) are being currently paid through an installment agreement or allotment reduction and collection on the additional claim(s) are expected to begin once the prior claim is settled.

A claim is not subject to the requirements for delinquent debts if the collection status is unknown because it is coordinated through the courts.

A claim awaiting a fair hearing decision must not be considered delinquent.

Someone who makes a repayment agreement may not be subject to tax intercept as long as they are meeting the conditions of the agreement.

Attempt a personal contact with the liable person(s) in the initial collection efforts. The agency may request the repayment be brought before the court or addressed in an agreement reached between the prosecutor and accused person.

All Repayment Agreements are due on the 25th of the month. In all cases, if the liable person(s) is receiving FoodShare benefits, recoupment will take place from their assistance group. If the liable person signs and returns the repayment agreement, they are expected to make a monthly repayment in addition to any recoupment from the FoodShare benefit allotment.

If FoodShare benefits are not being issued and the FoodShare Repayment Agreement is not signed and returned, dunning notices will be issued through CARES. The local agency may also pursue other collection action. The State of Wisconsin Public Assistance Collection Section (PACS) may also pursue collection action.

If the FoodShare Repayment Agreement is completed and the liable person fails to make a scheduled payment or underpays, send a dunning notice stating that the group must contact the local agency to renegotiate the payment schedule.

The liable person must either:

1. Negotiate a new schedule, or
2. Pay the overdue amount and continue to pay based on the previous schedule.

Collection

Collect repayment for all existing claims with a balance, including all types of errors, regardless of when the claim was created. Only collect up to the amount of the claim. If the liable person wishes to pay the whole claim at once, they may do so.

Pursue collection of FoodShare claims even if the food unit moves out of a county/tribal area or out of Wisconsin.

The agency that overpaid benefits has the first opportunity to collect an overpayment. If the agency does not act promptly to collect, and the group moves, the new agency can begin collection action. The new agency must contact the agency that overpaid the benefits to see if they intend to pursue collection.

7.3.2.5 Tax Intercept

7 CFR 273.18(g)(8)

The State of Wisconsin Public Assistance Collections Section (PACS) uses tax intercept from both state and federal tax refunds to recover overpayments claims from anyone who has become delinquent in repayment of a claim.

To use tax intercept, the overpayment must be considered delinquent. Delinquency prior to establishing a repayment agreement is defined as a failure to establish an agreement by its due date. Once the due date passes, the claim is considered delinquent. Delinquency after a repayment agreement is established is defined as failing to make the monthly payment by the due date ~~three times over the life of the debt.~~ The collection system sends ~~three~~a dunning, or past due, notices for ~~each of the three~~ missed payments. The debt must meet all six of the criteria below:

	State Debt Criteria	Federal Data Criteria
1	Valid and legally enforceable	Valid and legally enforceable
2	All error types	All error types
3	\$20	\$25
4	At least 30 days after the third notification of the tax intercept.	At least 120 days from notification of overpayment.
5	Free from any current appeals.	Free from any current appeals.

6	Incurred by someone who is not currently in bankruptcy.	Incurred by someone who is not currently in bankruptcy.
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Notice and Review

State tax intercept notices include a 30-day fair hearing right. The Division of Hearings and Appeals conducts the fair hearing. Federal intercept notices have a 60-day administrative review process. The Public Assistance Collections Section conducts the federal administrative desk review. The member must provide evidence showing the claim is not past due or is not legally enforceable. If the member cannot provide that evidence, the case will be sent for intercept.

The case is not subject to the state tax intercept while under appeal with the Division of Hearings and Appeals. A State fair hearing has no effect on a Federal Tax Intercept Action. A Federal desk review does not stay a Federal tax intercept action

8.1.1 Income Limits

8.1.1.1 Monthly Income Limits

Effective October 1, ~~2023~~2024, through September 30, ~~2024~~2025.

	Categorical Eligibility Income Limit	Elderly & Disabled Separate Assistance Group	Income Change Reporting Threshold and Gross Income Limit for Non-Categorically Eligible Assistance Groups	Net Income Limit	Monthly Maximum FoodShare Allotment*
FoodShare Assistance Group Size	Gross Monthly Income Limit (200% FPL)	Gross Monthly Income Limit (165% FPL)	Gross Monthly Income Limit (130 % FPL)	Gross Monthly Income Limit (100% FPL)	
1	\$2,430510	\$2,005071	\$1,580632	\$1,215255	\$291292
2	\$3,288408	\$2,712811	\$2,137215	\$1,644704	\$535536
3	\$4,144304	\$3,419551	\$2,694798	\$2,072152	\$766768
4	\$5,000200	\$4,125290	\$3,250380	\$2,500600	\$973975
5	\$5,8586,098	\$4,8325,030	\$3,807963	\$2,9293,049	\$1,155158
6	\$6,714994	\$5,539770	\$4,364546	\$3,357497	\$1,386390
7	\$7,570890	\$6,246510	\$4,9215,129	\$3,785945	\$1,532536
8	\$8,428788	\$6,9527,249	\$5,478712	\$4,214394	\$1,751756
9	\$9,286686	\$7,659989	\$6,035295	\$4,643843	\$1,970976

10	\$10,144 <u>584</u>	\$8,366 <u>729</u>	\$6,592 <u>878</u>	\$5,072 <u>292</u>	\$2,189 <u>196</u>
Each additional member	\$858 <u>898</u>	\$707 <u>740</u>	\$557 <u>583</u>	\$429 <u>449</u>	\$219 <u>220</u>

Note The minimum allotment for one- and two-person assistance groups is \$23.

8.1.1.2 Regular SNAP Program Monthly Income Limits

Effective October 1, 2023-2024 through September 30, 2024-2025.

	EBD	Regular SNAP	
	Non-Categorically Eligible	IPV, Drug Felony, Substantial Lottery or Gambling Winning	
FoodShare Assistance Group Size	Net Monthly Income Limit (100% FPL)	Gross Monthly Income Limit (130 % FPL)	Net Monthly Income Limit (100% FPL)
1	\$1,215 <u>255</u>	\$1,580 <u>632</u>	\$1,215 <u>255</u>
2	\$1,644 <u>704</u>	\$2,137 <u>215</u>	\$1,644 <u>704</u>
3	\$2,072 <u>152</u>	\$2,694 <u>798</u>	\$2,072 <u>152</u>
4	\$2,500 <u>600</u>	\$3,250 <u>380</u>	\$2,500 <u>600</u>
5	\$2,929 <u>3,049</u>	\$3,807 <u>963</u>	\$2,929 <u>3,049</u>
6	\$3,357 <u>497</u>	\$4,364 <u>546</u>	\$3,357 <u>497</u>
7	\$3,785 <u>945</u>	\$4,921 <u>5,129</u>	\$3,785 <u>945</u>
8	\$4,214 <u>394</u>	\$5,478 <u>712</u>	\$4,214 <u>394</u>
9	\$4,643 <u>843</u>	\$6,035 <u>295</u>	\$4,643 <u>843</u>

10	\$5, 072 <u>292</u>	\$6, 592 <u>878</u>	\$5, 072 <u>292</u>
Each additional member	\$ 429 <u>449</u>	\$ 557 <u>583</u>	\$ 429 <u>449</u>

8.1.1.3 Asset Limits

Effective October 1, ~~2023~~2024, through September 30, ~~2024~~2025.

Regular SNAP Rules Food Unit Type	Asset Limit
Elderly, Blind, or Disabled (EBD) and EBD over 200% FPL-	\$4, 250 <u>500</u>
Non-EBD-	\$ 2,750 <u>3,000</u>

~~Effective November 1, 2023, through September 30, 2024.~~

-	Asset Limit
Substantial Lottery or Gambling Winning	\$4, 250 <u>500</u>

8.1.2 Allotment for Monthly Net Income and FoodShare Assistance Group Size

Current Allotment Table

- ~~1-10 persons~~1-10 persons
- ~~11-20 persons~~11-20 persons

Allotment by monthly net income effective October 1, ~~2023~~2024, through September 30, ~~2024~~2025.

Prior Years' Allotment Tables

Allotment by monthly net income and FoodShare group size effective dates:

Start Date	End Date
October 1, 2022 <u>October 1, 2023</u> <ul style="list-style-type: none"> • 1-10 persons<u>1-10 persons</u> • <u>11-20 persons</u> 	September 30, 2023 <u>2024</u>
October 1, 2022 <u>1-10 persons</u> October 1, 2024 <ul style="list-style-type: none"> • 1-10 persons • <u>11-20 persons</u> 	September 30, 2022 <u>2023</u>
January 1, 2021 <ul style="list-style-type: none"> • 1-10 persons<u>1-10 persons</u> • <u>11-20 persons</u> 	September 30, 2021 <u>2022</u> *
October 1, 2020 <ul style="list-style-type: none"> • 1-10 persons<u>1-10 persons</u> • <u>11-20 persons</u> 	December 31, 2020
October 1, 2019 <ul style="list-style-type: none"> • 1-10 persons<u>1-10 persons</u> • <u>11-20 persons</u> 	September 30, 2020
October 1, 2018 <ul style="list-style-type: none"> • 1-10 persons<u>1-10 persons</u> 	September 30, 2019

<ul style="list-style-type: none"> • <u>11-20 persons</u> 	
October 1, 2017	September 30, 2018
<ul style="list-style-type: none"> • <u>1-10 persons</u> • <u>11-20 persons</u> 	
October 1, 2016	September 30, 2017
<ul style="list-style-type: none"> • <u>1-10 persons</u> • <u>11-20 persons</u> 	
October 1, 2014	September 30, 2016
<ul style="list-style-type: none"> • <u>1-10 persons</u> • <u>11-20 persons</u> 	
<u>November 1, 2013</u>	September 30, 2014
<u>October 1, 2013</u>	October 31, 2013
<u>October 1, 2012</u>	September 30, 2013
<u>October 1, 2011</u>	September 30, 2012
<u>October 1, 2009</u>	September 30, 2011
<u>April 1, 2009</u>	September 30, 2009
<u>October 1, 2008</u>	March 31, 2009
<u>October 1, 2007</u>	September 30, 2008

*The January 1, 2021, tables were initially applicable only through June 30, 2021, but were extended through September 30, 2021.

8.1.3 Deductions

Effective October 1, 20243.

Deduction Type	Amount
Standard	
For groups with 1-3 people	\$ 198 <u>204</u>
For groups with 4 people	\$ 208 <u>217</u>
For groups with 5 people	\$ 244 <u>254</u>
For groups with 6 or more people	\$ 279 <u>291</u>
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)	\$ 502 <u>538</u>
LUA (Limited Utility Allowance)	\$ 347 <u>375</u>
EUA (Electric Utility Allowance)	\$ 144 <u>151</u>
WUA (Water and Sewer Utility Allowance)	\$ 99 <u>103</u>
FUA (Cooking Fuel Allowance)	\$ 42 <u>47</u>
PUA (Phone Utility Allowance)	\$30
TUA (Garbage and Trash Utility Allowance)	\$ 26 <u>27</u>
Shelter Maximum Deduction (non-EBD households)	\$ 672 <u>712</u>
Homeless shelter deduction	\$ 180 <u>190</u>
Medical Allowance	Expenses over \$35