

**DATA SHARING AND FEE AGREEMENT
BETWEEN
THE DEPARTMENT OF HUMAN SERVICES
AND**

The Illinois Department of Human Services (DHS) and _____
(Vendor), with its principal place of business at _____
hereby enter into this Data Sharing and Fee Agreement (Agreement) in connection with the Lifeline
Universal Telephone Service Assistance Program (Lifeline). DHS and Vendor are collectively referred to
herein as “Parties” or individually as a “Party.” To fulfill the terms of this Agreement, the Parties agree
to the following:

**ARTICLE I
INTRODUCTION**

1.1 Background. Pursuant to 47 C.F.R. 54.400 and 220 ILCS 5/13-301, the State of Illinois
operates Lifeline to provide telephone access to qualified low-income individuals receiving public
assistance benefits. The purpose of Lifeline is to empower the most vulnerable of Illinois’ citizens by
linking them to telephones (either cellular or wired) thereby enabling them to obtain gainful
employment to further their economic stability as well as providing access to 911 and other crucial
emergency services.

1.2 Purpose. Pursuant to Federal Communications Commission (FCC) Rule and Order
Number FCC 12-11 (Rule), eligible telecommunications carriers (ETCs) must verify Lifeline applicants’ and
participants’ receipt of public assistance benefits in Illinois. To accomplish this, ETCs may initiate a
verification inquiry of DHS public assistance recipient data to determine if the applicant or participant is
receiving certain public assistance benefits. Although an individual may be eligible for Lifeline based on
several criteria, the ETC-initiated inquiry verifies receipt of the following subset of those public
assistance programs: Medicaid; Supplemental Nutrition Assistance Program (SNAP); and Temporary
Assistance to Needy Families (TANF). To use the system, applicants and participants must authorize the
Vendor to verify receipt of benefits. This Agreement establishes the duties and obligations of the
Parties.

1.3 Designation. The Illinois Commerce Commission (ICC) is authorized by statute to
designate eligible telecommunications carriers to operate Lifeline in Illinois. The Vendor is an ETC
eligible to operate the Illinois Lifeline Program.

**ARTICLE II
DUTIES AND OBLIGATIONS OF DHS**

2.1 Enrollment. Upon execution of this Agreement and completion of the User Information
Request Form, DHS shall provide each of the Vendor’s users with a logon identifier (ID) and password to
enable the Vendor to make verification requests.

2.2 DHS Verification. DHS shall, at the Vendor's request, respond to their verification inquiry.

2.3 DHS Verification Response. The response shall indicate "true" or "false" depending on the Lifeline applicant's or participant's status as a recipient of Medicaid, SNAP or TANF pursuant to FCC Rule, federal regulation and State law. The response shall not disclose which program or any other client data, except that which was provided by the Vendor.

2.4 DHS Response Fields. DHS shall respond to the Vendor's request with the following fields populated:

- (a) First Name;
- (b) Last Name;
- (c) Last four digits of Social Security Number;
- (d) Date of Birth; and
- (e) Status.

The above categories of information are collectively referred to herein as Data.

2.5 Fee for Verification Inquiry Service.

- (a) DHS shall charge an annual fee to administer the Lifeline Eligibility Validation System (LEVS).
- (b) On the date this Agreement expires, DHS will determine the number of inquiries made to LEVS by each Vendor.
 - (i) Vendors making 1,000 or more inquiries during the term of this Agreement will be charged \$1,200 for the service.
 - (ii) Vendors making less than 1,000 inquiries during the term of this Agreement will not be charged for the service.
- (c) The charges and fees described herein apply whether this Agreement expires by its terms or is terminated prior to the expiration date of this Agreement.

2.6 Invoice for Services. DHS shall invoice the Vendor according to the fee schedule described above. Invoices shall be sent to the Vendor thirty (30) days after DHS determines the Vendor's usage.

ARTICLE III DUTIES AND OBLIGATIONS OF VENDOR

3.1 Vendor Verification Inquiry. The Vendor shall use the assigned logon ID and password to submit—on-line and in real time—a verification inquiry to DHS to determine the Lifeline applicant or participant's status as a recipient of Medicaid, SNAP or TANF pursuant to FCC Rule, federal regulation and State law. The inquiry shall contain the following fields:

- (a) First Name;
- (b) Last Name;

- (c) Last four digits of Social Security Number; and
- (d) Date of Birth.

The Vendor shall provide this information based on the Lifeline applicant or participant's authorization and consent. Using the Vendor applicant and participant data, DHS will search its databases to see if a recipient file exists and return a two-part response. First, either "true" or "false" will be displayed based on whether the individual receives benefits. Second, a unique confirmation number will be displayed for the Vendor's reference. The information contained in the inquiry must be exactly the same as provided to the State of Illinois for benefits otherwise no match will occur.

3.2 Job Titles. The Vendor has provided the job titles of those individuals with access to the Data in **Exhibit B**.

3.3 LEVS Consent Form. The Vendor shall use the Eligible Telecommunications Carriers Lifeline Programs Consent Form (attached as **Exhibit A**) to obtain explicit written consent of each Lifeline applicant and participant for whom LEVS is used, thereby granting the Vendor permission to verify whether the individual is entitled to public assistance benefits.

3.4 Vendor Payment of Invoice. The Vendor shall pay the invoice for Lifeline verification services received from DHS within 30 days of the invoice date. The Vendor's obligation to pay the invoice survives the termination of this Agreement. The remittance should be sent to:

Michelle Davis
C/O Lifeline Validation Program
Department of Human Services
401 S. Clinton
Chicago IL 60607

ARTICLE IV ACCESS BY THE VENDOR

4.1 Accessible Categories. DHS authorizes the Vendor to obtain DHS Data specified herein.

4.2 Permissible Uses. The Vendor shall use DHS Data only for the following purposes and on the following conditions:

(a) Only those Vendor staff designated by the Vendor or external parties permitted by DHS shall have access to the Data.

(b) All Data obtained by the Vendor about DHS applicants and recipients shall be safeguarded to maintain confidentiality, as specified in this Agreement. The Vendor shall not release Data without the prior written consent of DHS. The Vendor recognizes that the Data is confidential, as provided in:

- (i) Illinois Public Aid Code, 305 ILCS 5/11-9;
- (ii) Medicaid, 42 U.S.C. §1396a(a)(7), 42 C.F.R. §§431.300-307;

(iii) Temporary Assistance for Needy Families (TANF), 42 U.S.C. §602(a)(1)(A)(iv);

(iv) Supplemental Nutrition Assistance Program, 7 U.S.C. §2020(e)(8), 7 C.F.R. §272.1(c);

(v) General Administration of Public Assistance Programs, 45 C.F.R. §205.50; and

(vi) Confidentiality of Case Information, 89 Ill. Admin. Code 10.230.

(c) Inquiries shall not be made by, or for, another agency, organization or individual without the prior knowledge and written consent of DHS.

(d) To help safeguard and maintain the confidentiality of DHS Data, as specified in this Agreement, the Vendor agrees to maintain an updated list of its personnel who have written approval to access DHS Data. The Vendor shall inform DHS of its approved personnel accordingly.

(e) The Vendor certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 C.F.R. Parts 160 and 164; and the Social Security Act, 42 U.S.C. §1320d, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of any protected health information.

ARTICLE V CONFIDENTIALITY

5.1 Confidentiality of Information. All Data, records, data elements, and any other information collected, gathered, obtained, or otherwise received by the Vendor under this Agreement, shall be protected from unauthorized disclosure. All information regarding applicants and recipients is confidential, and the Vendor shall follow the appropriate requirements of 42 C.F.R. Part 431 Subpart F to maintain the confidentiality of information concerning applicants and recipients of public assistance. Any violation of this provision shall be cause for immediate termination of this Agreement.

ARTICLE VI TERM

6.1 Term. This Agreement shall commence upon full execution by the Parties and shall continue until June 30, 2014, unless otherwise terminated.

ARTICLE VII TERMINATION

7.1 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

7.2 Termination for Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may immediately terminate this Agreement upon written notice to the breaching Party.

ARTICLE VIII MISCELLANEOUS

8.1 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

8.2 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

8.3 Release and Indemnity. The Vendor agrees to assume all risk of loss and to indemnify and hold DHS and its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes or actions, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto for injuries (including death) to persons and for loss of, damage to, or destruction of property (including property of the State of Illinois) arising out of its misconduct or negligence in connection with this Agreement. In the event that any demand or claim is made or suit is commenced against DHS, the agency shall give prompt written notice thereof to the Vendor and the Vendor shall have the right to compromise or defend the same to the extent of its own interests.

8.4 Records Retention. The Parties shall maintain for a minimum of five (5) years from the termination of this Agreement, adequate books, records and supporting documents to verify the uses of the Data as described herein. This Agreement shall be available for review and audit by each Party and the Auditor General of the State of Illinois, the Illinois Office of the Attorney General (OAG), and the Office of the Executive Inspector General for the Agencies of the Illinois Governor (OEIG). Each Party shall cooperate fully with any audit conducted by the Auditor General, the OAG or the OEIG and shall provide full access to all relevant materials. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

8.5 No Personal Liability. No member, official, director, employee or agent of DHS shall be individually or personally liable in connection with this Agreement.

8.6 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon DHS, the Vendor and their respective successors and permitted assigns.

8.7 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

8.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party. In addition, the Parties acknowledge that this Agreement supersedes all other agreements between the Parties on this subject, if any.

8.9 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To DHS: Michelle R.B. Saddler
Secretary
Illinois Department of Human Services
100 South Grand Avenue East, 3rd Floor
Springfield, IL 62762
Michelle.Saddler@illinois.gov

To Vendor: _____

8.10 Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation to DHS sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to DHS by the Illinois General Assembly to allow the respective Parties to fulfill their obligations under this Agreement; or (c) funds appropriated are de-appropriated or not allocated.

8.11 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF HUMAN SERVICES

Signature

Michelle R.B. Saddler
Secretary

Title

Designee Signature

Printed Name

Printed Designee Name

Date

Designee Title

FEIN

Date

EXHIBIT A

**ELIGIBLE TELECOMMUNICATIONS CARRIERS
LIFELINE PROGRAMS
CONSENT FORM**

NAME: _____

DATE OF BIRTH: _____

LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER: _____

By my signature below I further give my telecommunication carrier permission to verify with the Illinois Department of Human Services whether or not I am entitled to public assistance benefits as of the date of this application and from time to time thereafter.

Signed Name

Date

