

**ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
APPLICATION ASSISTANCE PROGRAM
PARTICIPATION AGREEMENT**

This Agreement is made between the Illinois Department of Healthcare and Family Services (Department) and (_____) (Application Agent Agency) with its principle place of business at (_____)(address) to allow agency staff to provide technical assistance in completing online and paper application forms for individuals or families interested in receiving health, SNAP or TANF benefits under the Illinois Public Aid Code (305 ILCS 5/5-1 *et seq.*), the Illinois Insurance Code (215 ILCS 106/1 *et seq.*), and Titles XIX and XXI of the Social Security Act (42 U.S.C. 1396 *et seq.*) This Agreement shall be effective on the date signed by the Department. The Department and Application Agent Agency are collectively referred to herein as “Parties” or individually as a “Party.”

1. APPLICATION AGENT QUALIFICATIONS.

Application Agent Agency attests that prior to performing duties under this Agreement:

- A. All individuals who will perform under this Agreement on Application Agent Agency’s behalf (Application Agents) will have completed training on how to help someone complete an online Application for Benefits Eligibility (ABE) or paper Application, for medical, SNAP and/or Cash Assistance.
- B. Application Agents will have received online resources to support their work.
- C. Application Agents must create their own unique Provider Portal Account in ABE to submit Applications. Accounts may not be shared by multiple individuals.
- D. Application Agents shall be capable and qualified to provide such technical assistance as provided in this Agreement.

2. APPLICATION AGENT RESPONSIBILITIES.

2.1. Before collecting information from the Applicant, the Application Agent shall:

- A. Inform Applicants of the functions performed by and responsibilities of the Application Agent; and
- B. Obtain the Applicant’s authorization. The Department has provided a model authorization (Exhibit A). Application Agent Agency may develop its own authorization form as long as it includes the same elements and substantially similar language as contained in Exhibit A.

2.2 The Application Agent shall assist Applicants in completion of an online ABE Application for medical, SNAP and/or Cash Assistance, and during renewal of eligibility. In all cases ABE is the preferred method of submitting an Application. A paper application (IL 444-2378-B or IL 444-2378-BS) should only be used when other options are not available.

2.3. Upon the request of the Department, the Application Agent Agency shall provide copies of its marketing plans or materials and, when directed to do so by the Department, cease and desist use of any marketing plan or materials that the Department in its sole discretion determines to be inaccurate, misleading or inappropriate.

2.4. Only a completed application shall be submitted to the Department. A “completed application” is one that has been signed and dated by the Applicant, has all relevant questions answered and has all required documentation attached, including verifications, when submitted to the Department. The Application Agent Agency will not receive any direct remuneration from the Department under this Agreement. Neither the Application Agent nor the Application Agent Agency shall receive any remuneration from the Applicant.

2.5. Services performed pursuant to this Agreement are not rendered as an employee of the Department. The Application Agent Agency may not and shall not determine eligibility for benefits.

2.6. The Application Agent Agency shall not:

- A. Employ or use, in conjunction with this Agreement, any persons who have been terminated, suspended, barred or otherwise prohibited from participating in any State or Federal health care program.
- B. Offer or provide any gift, favor or other inducement to Applicants unless such gift, favor or inducement is health-related and of nominal value, or
- C. Provide inaccurate, misleading or coercive oral or written information or materials.

2.7. The Application Agent Agency shall immediately inform the Department of any change in its status or the status of any individual performing under this Agreement affecting its eligibility or ability to participate in this Agreement. The Application Agent Agency shall immediately inform the Department of any suspected fraud or misrepresentations related to applications it submits.

2.8. The Application Agent Agency shall maintain copies of any paper applications and renewals whether completed and submitted to the Department or only partially completed and provide such records to the Department upon demand. The records shall be maintained for a period of six (6) years after the date of the initial encounter with the Applicant. It is expressly recognized that the Department shall conduct such monitoring, evaluation or audits of Application Agent Agency’s performance under this Agreement as it determines may be necessary, and the Application Agent Agency shall fully cooperate in any such monitoring, evaluation or audit, including making all records related to any paper or online application available, in Illinois, to the Department, the Medicaid Fraud Control Unit of the Illinois State Police, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement. In the event of an audit or investigation, the Application Agent Agency shall retain the records required in this section until the audit or investigation is completed, even if such retention exceeds six (6) years.

3. DEPARTMENT RESPONSIBILITIES.

- 3.1. The Department shall educate the Application Agent Agency. The Department shall promptly notify the Application Agent Agency of any changes in the requirements, policies or procedures pertaining to Agents and/or applications and/or renewals.
- 3.2. The Department shall provide to the Application Agent Agency links to all necessary forms.
- 3.3. The Department shall, in accordance with its rules and policies, determine whether any child, pregnant woman or adult listed on an application is eligible for medical, SNAP or cash assistance.

4. GENERAL PROVISIONS.

- 4.1. This Agreement shall be effective on the date signed by the Department and shall remain in effect until terminated by either Party.
- 4.2. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other.
- 4.3. The Department shall immediately terminate this Agreement if the Application Agent Agency no longer meets the qualifications of participation in this Agreement or fails to adhere to the requirements of this Agreement.
- 4.4. This Agreement may not be assigned or otherwise transferred without prior written approval by the Department.
- 4.5. The Application Agent Agency agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto that may arise out of the Application Agent's negligent or intentional acts or omissions.
- 4.6. The Application Agent Agency is a business associate of the Department for purposes of HIPAA. A duly executed Business Associate Agreement has been executed separately from this Agreement.
- 4.7. The Application Agent Agency and Application Agents are subject to the confidentiality provisions of 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 303.21, and shall protect all data and information against unauthorized disclosure. Neither the Application Agent Agency nor any of its Application Agents or staff shall release any data or information developed or obtained through this Agreement or use any such data or information other than for the purposes of this Agreement without prior written authorization from the Department.
- 4.8. The Application Agent Agency and its principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any

manner with performance under this Agreement, and the Application Agent Agency shall not employ any person having such an interest in connection with its performance under this Agreement. The Application Agent Agency shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

4.9. The Application Agent Agency shall comply with all applicable Federal and State laws and regulations including, but not limited to, those laws and regulations which require equal employment opportunity and prohibit discrimination on the basis of sex, race, color, national origin, or disability, including in the provision of assistance under this Agreement.

5.0. 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.

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

**ILLINOIS DEPARTMENT OF
HEALTHCARE AND FAMILY SERVICES**

**APPLICATION AGENT AGENCY
[Enter Agency Name]**

Elizabeth M. Whitehorn
Director

Director

Date

Date