

Pat Quinn, Governor Julie Hamos, Director

**Division of Child Support Services** 401 S. Clinton Street, 1<sup>st</sup> Floor Chicago, Illinois 60607 Telephone: 312.793.4448

TTY: 800.526.5812 Facsimile: 312.793.0878

April 25, 2014

Michael G. Nerheim Lake County State's Attorney 18 North County Street Waukegan, Illinois 60085

Re: Intergovernmental Agreement Nº 2014-55-013-K

Dear Mr. Nerheim:

Enclosed are five (5) copies of the Intergovernmental Agreement  $N^{\Omega}$  2014-55-013-K2 to renew the Agreement for the period of July 1, 2014 through June 30, 2015 and amend as indicated.

Please sign and date, secure signature and date of the County Board Chairman, and return all five (5) copies; four (4) to be retained by HFS and one (1) to be returned to your office upon execution by HFS.

Upon completion, please forward your signed Agreements by overnight delivery to the following address:

Yvette Perez-Trevino Agreement Manager Division of Child Support Services 191 South Gary Avenue Carol Stream, Illinois 60188

I can be contacted at the above-referenced number or via Email at <a href="madeline.bernat@illinois.gov">madeline.bernat@illinois.gov</a> should you have any questions regarding the enclosed documents.

Sincerely,

Madeline Bernat, Manager Contracts & Fiscal Operations Division of Child Support Services

#### Enclosures

c: Yvette Perez-Trevino, Division of Child Support Services Sue Balster, Division of Finance, Healthcare and Family Services

E-mail: hfswebmaster@illinois.gov/

### STATE OF ILLINOIS

# RENEWAL and AMENDMENT OF INTERGOVERNMENT AGREEMENT

between

## DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

and

### LAKE COUNTY STATE'S ATTORNEY

Agreement No. 2014-55-013-K2D

WHEREAS, the parties to Intergovernmental Agreement 2014-55-013, acting by and through the Illinois Department of Healthcare and Family Services ("Department") located at 201 South Grand Avenue East, Springfield, Illinois 62703 and the Lake County State's Attorney, ("Contractor") located at 18 North County Street, Waukegan, Illinois 60085, desire to renew and amend this Agreement, and

WHEREAS, pursuant to Article 2.2 (Renewals), the Agreement may be renewed for additional periods by each party furnishing written notification of such intent; and

WHEREAS, pursuant to Article 7.1 (Amendments), the Agreement may be amended or modified by the mutual consent of the parties at any time during its term;

**NOW THEREFORE**, the Intergovernmental Agreement is renewed for the period July 1, 2014 through June 30, 2015 and is amended by deleting Section 5.3.27 in its entirety and replacing it with the following:

- **5.3.27 Federal Tax Information**. In performance of this agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:
  - 5.3.27.1 All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
  - 5.3.27.2 Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
  - 5.3.27.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - **5.3.27.4** No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - 5.3.27.5 The Contractor will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
  - 5.3.27.6 The Contractor will provide evidence, upon request, of compliance with the managerial, operational, and technical controls provided in IRS Publication 1075 (http://www.irs.gov/pub/irs-pdf/p1075.pdf).
  - 5.3.27.7 The Agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

All other terms and conditions shall remain in effect.