

STATE OF ILLINOIS

RENEWAL & AMENDMENT OF INTERGOVERNMENT AGREEMENT

between

DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

and

LAKE COUNTY STATE'S ATTORNEY

Agreement 2011-55-016-K2

WHEREAS, the parties to Intergovernmental Agreement 2011-55-016, acting by and through the Illinois Department of Healthcare And Family Services located at 201 South Grand Avenue East, Springfield, Illinois 62703 and Lake County State's Attorney located at 18 North County Street, Waukegan, Illinois 60085, desire to renew and amend the Agreement, and

WHEREAS, pursuant to **Article 2.2 (Renewal)**, the Agreement may be renewed for additional periods; 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, 2011 through June 30, 2012 and is amended as follows:

1. By adding the following to **Section 5**:

5.3.7. Federal Tax Information. In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

5.3.7.1 All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

5.3.7.2 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.

5.3.7.3 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.

5.3.7.4 No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

5.3.7.5 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.

5.3.7.6 The Department will have the right to void the contract if the Contractor fails to provide the safeguards described above.

2. By deleting section 6.1 in its entirety and replacing it with the following:

6.1 Amount of Payment. The maximum amount of the Department's obligation under this Agreement is **\$100,000**.

All other terms and conditions shall remain in effect.

In Witness Whereof, the parties have hereunto caused this Renewal and Amendment to be executed by their duly authorized representatives.

**Illinois Department of Healthcare
and Family Services**

Lake County, Illinois

By: _____
Julie Hamos
Director

By: _____
Michael J. Waller
State's Attorney

Date: _____

Date: _____