

**AMENDMENT NO. 1 TO THE  
INTERAGENCY AGREEMENT  
BETWEEN THE  
DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
AND THE  
OFFICE OF THE GOVERNOR  
REGARDING HEALTH INFORMATION EXCHANGE  
2010-00-005-2**

This Amendment No. 1 is made and entered into by and between the Department of Healthcare and Family Services (HFS), or any successor agency, the Office of the Governor (OOG), and the Illinois Health Information Exchange Authority (Authority) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220 *et al.*

**WHEREAS**, HFS and OOG are parties to that certain “Interagency Agreement between the Department of Healthcare and Family Services and the Office of the Governor Regarding Health Information Exchange” executed March 29, 2010 (the “IGA”);

**WHEREAS**, Section 10 of the IGA provides that: “The parties may, by mutual consent, amend this Agreement. Amendments shall be in writing and signed by the parties”;

**WHEREAS**, Section 8 of the IGA provides that: “If at any time the General Assembly of the State of Illinois shall establish an entity to operate a state-level health information exchange, the parties shall work to transition any appropriate functions related to the Program to such entity.”;

**WHEREAS**, the General Assembly enacted the Illinois Health Information Exchange and Technology Act (20 ILCS 3860/1 *et seq.*, the “ILHIE Act”) which provides for the establishment of the Illinois Health Information Exchange Authority to operate a state-level health information exchange;

**WHEREAS**, the Authority is authorized and directed under the ILHIE Act to undertake activities envisioned within the Illinois Health Information Exchange Program (Program) for which HFS has received federal grant funds under the American Recovery and Reinvestment Act of 2009 (ARRA) to develop and implement a state-level health information exchange;

**WHEREAS**, pursuant to Section 6 of the IGA, HFS has designated the OOG as HFS’ fiscal agent for purposes of administering the federal ARRA grant funds for the Program;

**WHEREAS**, Governor Pat Quinn in Executive Order 1 (2010) designated the Office of Health Information Technology (OHIT) as responsible for overseeing the State’s development and implementation of health information technology initiatives, including the creation of a statewide health information exchange, and responsible for the obligations of the Program;

**WHEREAS**, OHIT and the Authority are parties to that certain “Interagency Agreement between The Illinois Health Information Exchange Authority and The Office of Health

Information Technology Regarding Provision of Operational Support” executed June 22, 2011 (the “OHIT IGA”) pursuant to which OHIT is providing operational support;

**WHEREAS**, Section B.2 of the OHIT IGA provides that the Authority designates to OHIT “such signature authority as may be necessary or desirable for OHIT to enter into contracts, process vouchers and spend monies from the Fund on behalf of the Authority”;

**WHEREAS**, pursuant to Section 6 of the IGA, all OHIT expenditures from the federal ARRA grant funds for the Program “will be subject to HFS policies, rules and procedures, including the use of the Programmatic Administrative Accounting System (PAAS) to process all non-payroll expenditures”;

**WHEREAS**, the ILHIE Act provides for the appointment by the Governor of an Executive Director of the Authority (20 ILCS 3860/15(b));

**WHEREAS**, HFS and the OOG wish to amend the IGA to include the Authority as a party to the agreement before the Authority incurs expenses in the performance of its duties;

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises herein, the parties agree as follows:

I. Section 1 is amended to add two sentences after the first sentence. The revised provision hereby reads as follows:

1. All expenses incurred in furtherance of the Program, including equipment, supplies, office space, and travel, shall be paid by HFS appropriations for the Program. For purposes of payment of the Authority’s operating expenses, OOG will access HFS’s health information technology appropriation from the Medical Special Purposes Trust Fund. The parties hereto acknowledge that the Authority is an independent entity and its employees should not be viewed as headcount of either OOG or HFS.

II. Section 14 is amended to include electronic mail and initial notice information for the Authority. The revised provision hereby reads as follows:

14. All written notices, requests and communications, shall be made by regular mail or electronic mail (e-mail). Any Party may at any time give notice in writing to the other parties of a change of name, address, or telephone number, or e-mail address.

HFS:  
Director  
201 S. Grand Ave. East, 3<sup>rd</sup> Floor  
Springfield, IL 62763  
Telephone: 217/782-7755  
Email: [HFS.director@Illinois.gov](mailto:HFS.director@Illinois.gov)

OOG:

Laura Zaremba, Director/State HIT Coordinator  
Office of Health Information Technology  
Office of the Governor  
James R. Thompson Center  
100 West Randolph St., Suite 2-201  
Chicago, Illinois 60601  
Telephone: 312-793-0063  
Email: laura.zaremba@illinois.gov

Authority:

Dr. Cheryl Whitaker, Chair  
Illinois Health Information Exchange Authority  
c/o Office of Health Information Technology  
James R. Thompson Center  
100 West Randolph, 2-201  
Chicago, Illinois 60601  
Email: cheryl.whitaker@merge.com

- III. Section 16 is amended to add a sentence after the first sentence. The revised provision hereby reads as follows:

16. This Agreement may be signed by the Parties in counterparts, all 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. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

- IV. Section 15 is amended to include a termination date. The revised provision hereby reads as follows:

15. This Agreement shall be effective upon execution by both parties, and shall terminate on December 31, 2014, unless terminated earlier pursuant to Section 11 of this Agreement.

- V. This Amendment shall be effective upon execution by all Parties. The Parties acknowledge that all other provisions of the IGA not expressly amended hereby remain in full force and effect.

IN WITNESS WHEREOF, the parties sign their names as evidence of their approval of this Amendment No. 1 to the IGA.

Office of the Governor

Department of  
Healthcare and Family Services

\_\_\_\_\_  
Jack Lavin  
Chief of Staff

\_\_\_\_\_  
Julie Hamos  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Illinois Health Information Exchange Authority

\_\_\_\_\_  
Dr. Cheryl Whitaker  
Chair

\_\_\_\_\_  
Date