

#### AMENDMENT NO. 4

This Amendment modifies Contract No. 13-50-025, for Detention Reduction Project by and between the County of Cook, Illinois, herein referred to as "County" and Heartland Human Care Services, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

#### RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the Board of Commissioners on February 5, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Detention Reduction Project (hereinafter referred to as the "Services") from February 1, 2013 through November 30, 2013, with three (3) additional one-year renewal options, in an amount not to exceed \$1,500,000.00; and

Whereas, Amendment # 1 was executed on March 17, 2014 by the Chief Procurement Officer for a contract extension for four (4) months beginning December 1, 2013 through March 31, 2014; and

Whereas, Amendment # 2 was approved by the County Board on March 12, 2014 and executed on March 17, 2014 for a contract extension for twelve (12) months beginning April 1, 2014 through March 31, 2015, and an increase in the amount of \$1,500,000.00 for a Total Revised Contract Amount of \$3,000,000.00; and

Whereas, Amendment # 3 was approved by the County Board on March 11, 2015 for a contract extension for twelve (12) months beginning April 1, 2015 through March 31, 2016, and an increase in the amount of \$1,500,000.00 for a Total Revised Contract Amount of \$4,500,000.00; and

Whereas, the County and Contractor desire to amend the Contract to include the requirements for invoicing procedures

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

#### 1. Article 5) COMPENSATION

##### b) Method of Payment of the Contract is amended by adding the following provision as subsection

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

2. This Amendment is hereby incorporated and made part of the Agreement. In the event of inconsistencies between the terms of this Amendment and the Agreement, this Amendment shall take precedence.
3. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 4 to be executed on the date and year last written below.

County of Cook, Illinois

Heartland Human Care Services, Inc.

By: *John E. M.*  
Chief Procurement Officer

*[Signature]*  
Signed

By: *[Signature]*  
State's Attorney (if applicable)

*David Sinski*  
Type or print name

*Executive Director*  
Title

Date: *3 April 2015*

Date: *3/23/15*