

COOPERATIVE AGREEMENT

AN AGREEMENT by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and SETON CENTER, INC., 2816 E. 23rd Street, Kansas City, MO 64127, hereinafter called "Seton."

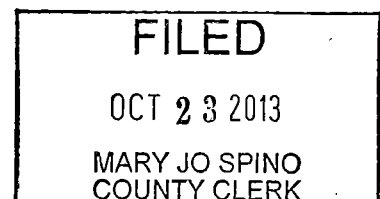
WHEREAS, the County recognizes its statutory obligations to the indigent under sections 205.210 et seq. and 205.580 et seq., RSMo, and recognizes the problems associated with the economically disadvantaged in receiving proper access to health care; and,

WHEREAS, Seton currently provides dental services to indigent families and desires to continue providing these services; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Seton respectively promise, covenant, and agree with each other as follows:

1. **Services.** Seton will provide dental services to the indigent in central city neighborhoods in Jackson County as more fully described in the attached proposal marked Exhibit A. As used in this Agreement, the term "indigent person" means a person who is eligible for free care or care at a reduced rate on the basis of income at Truman Medical Center - Lakewood and West.

2. **Terms of Payment.** The County shall pay to Seton a total amount not to exceed \$35,000.00 for the purpose of providing dental services to indigent persons in Jackson County, Missouri. One quarter of this sum, or \$8,750.00, shall be paid to



Seton on a quarterly basis provided that Seton has submitted to the County the report(s) required under Paragraph 3 and Paragraph 4 hereof. Payment for the first and second quarters will be issued within 30 days after the contract has been executed by all necessary parties. The County, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.

3. **Reports.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Seton shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The reports for the first and second quarter shall both be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Seton's activities pursuant to this Agreement. Seton's failure to submit this annual report shall disqualify Seton from future funding by the County.

4. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency shall have submitted to the Director of Finance and Purchasing (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's

total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by December 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other County contract.

5. **Equal Opportunity.** Seton agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, Seton agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

6. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books, and records of Seton pertaining to its finances and operations.

7. **Default.** If Seton shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the

default and the correction required. If said default shall continue and not be corrected by Seton within ten days of its receipt of said notice, the County may, at its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.

8. **Conflict of Interest.** Seton warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

9. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Seton assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Seton shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

10. **Severability.** If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

11. **Liability and Indemnification.** No party to this Agreement shall assume

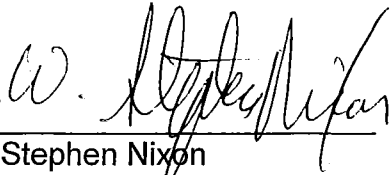
any liability for the acts of any other party to this Agreement, its officers, employees or agents and Seton shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Seton during the performance of this Agreement.

12. **Term.** This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty (30) days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Seton as verified by the County's audit.

13. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23  
day of October, 2013.

APPROVED AS TO FORM:

  
W. Stephen Nixon  
County Counselor

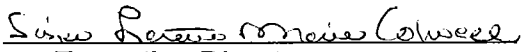
JACKSON COUNTY, MISSOURI

By:   
Michael D. Sanders  
County Executive

ATTEST:

  
Mary Jo Spino  
Clerk of the Legislature

SETON CENTER, INC.

By:   
Executive Director  
Federal I.D. 43-0926003

### REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$35,000.00 which is hereby authorized.

October 21, 2013  
Date

  
Director of Finance and Purchasing  
Account No. 002-7903-56789

79032013001



# OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

415 E 12th Street, 2nd Floor  
Kansas City, MO 64106

Email: [auditor@jacksongov.org](mailto:auditor@jacksongov.org)

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## Section A: Organization or Agency Information

Name: Seton Center, Inc	
Address: 2816 East 23rd Street, Kansas City, MO. 64127	
Phone No: 816-231-3955	Fax: 816-231-7455
Website Address: <a href="http://www.setonkc.org">www.setonkc.org</a>	
Federal Tax ID No: 430926003	Fiscal Year Cycle: FY13
Executive Director:	Sister Loretto Marie Colwell
Name and Title of Principal Contact Person:	
Phone No: 816-581-4702	Email Address: <a href="mailto:icolwell@setonkc.org">icolwell@setonkc.org</a>
Submittal of this request has been authorized by:	
Sister Loretto Marie Colwell	Date: 29-Aug-12

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Section A

## Section B: Agency's 2012 and 2013 Revenue Information

### Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 35,000	2
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 1,779,088	84
Fundraisers		\$ 60,000	3
Other		\$ 234,726	11
<b>2013 Total Projected Revenue</b>		<b>\$ 2,108,814</b>	

### Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal			0
State		\$ -	0
Jackson County		\$ 30,000	1
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 2,306,030	84
Fundraisers		\$ 43,428	2
Other (please list)		\$ 380,882	14
<b>2012 Total Revenue</b>		<b>\$ 2,760,340</b>	

**If your agency received funding from Jackson County in 2012, please identify the funding source, amount and program name below.**

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 30,000	Indigent Funds for JaCo Re
<b>2012 Total Jackson County Funding</b>			<b>\$ 30,000</b>	

Did your agency receive funding or resources in 2012 from either of the following?

Mid America Regional Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Harvesters	<input checked="" type="checkbox"/>	<input type="checkbox"/>		free - commodities

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## Section C: 2013 Program Budget

*Complete a separate program budget for each program your agency is applying for funding.*

**Agency Name:** Seton Center, Inc.

**Program Name:** Indigent Funds for Jackson County Residents' Dental Care

<b>Personal Services</b>			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Fringe Benefits			\$ -
<b>Total Personal Services</b>			<b>\$ -</b>
<b>Contractual Services</b>			
Indigent funds for Jackson County residents unable to afford dental care			\$ 35,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contractual Services</b>			<b>\$ 35,000</b>
<b>Supplies</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Supplies</b>			<b>\$ -</b>

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**Total Program Request \$ 35,000**

## Section D: 2013 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Seton Center, Inc.

Program Name: Indigent Funds for Jackson County Residents' Dental Care

### Proposed Program

Detail functions to be performed by each program.

Seton Center, Inc., is a nonprofit human services organization located at 23rd and Benton in the heart of Kansas City's urban core. Adults, including those with mental illness and physical disabilities in Jackson County, simply cannot afford dental insurance or necessary dental care. To answer this need, Seton Center Dental Services Program opened in 1997, providing both general dentistry and preventive oral health care. Services offered include: cleanings, extractions, root canals, crowns and full or partial dentures. Dental Services staff see many adults with advanced periodontal disease and medical complications from chronic infection due in part to poverty-induced neglect and at-risk behaviors. Due to the increased number of patients with periodontal disease, Seton Center has increased the number of days that a dental hygienist is on site. Another critical need in our community is preventive oral health care for low-income children. Tooth decay is the single most common chronic disease of childhood and, when left untreated, can lead to eating, hearing, speaking, and learning problems in children. Since 2003, Seton has offered free oral screenings and

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## Section D: 2013 Program Information

*Complete a separate program information sheet for each program your agency is applying for funding.*

**Agency Name:** Seton Center, Inc.

**Program Name:** Indigent Funds for Jackson County Residents' Dental Care

### Participants

Identify the number of participants by County that each program serves.

Jackson, MO	58 percent
Clay, Platte, Cass, MO	9 percent
Wyandotte, Johnson, KS	33 percent
Other Missouri	0 percent

### Target Population

Describe target population and demographics to be served by each program.

Seton Center Dental Services Program targets those individuals who are in need of dental care and are uninsured, underinsured, or needy. Most of our clients live in the surrounding zip codes of 64127, 64128, 64129, 64130, and 64131, which house the poorest residents of Kansas City. Children in these areas suffer from acute dental disease because their parents cannot afford to take them to dentists and they are often unaware of the importance of good oral health and its relationship to good general health. Many adults, too, simply can't afford dental care and are in extreme dental distress when they come to Seton Center. An increasing number of patients are the "working poor" who, despite working multiple low-paying jobs, are uninsured and fall between the health care cracks. All of the patients we serve live at 200% below the federal poverty guidelines. These funds from Jackson County are critical to these patients.

Would you provide these services to anyone at your door?

**Answer Yes or No**

Is anyone denied services? No, but they must meet criteria.

What level of indigents 200% below poverty level

Please classify your program from the following types by percentage of your agency's overall service

Senior Program %

Indigent Program (Below Poverty Level) %100

Senior Indigent Program %

What criteria do you have for the clients you serve?

Clients must meet geographic boundary requirements for general services: must meet income guidelines for Jackson County residents needing assistance for dental care.

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Agency Name: Seton Center, Inc.

Program Name: Indigent Funds for Jackson County Residents' Dental Care

### Service Delivery Area

Identify your specific geographic service delivery area for each program.

Seton Center, Inc. primarily serves individuals and families who live in the area of 18th to 43rd Streets, from Troost to Blue River, in the central part of Kansas City. The community Seton Center staff and volunteers serve in the heart of the urban core is the poorest in the Kansas City area with 98% of the population living at or below the poverty level. Seventy percent of the clients are African American, 18% are Hispanic, and 12% are Native American, Asian, and Caucasian. Primary zip codes served are: 64127 and 64128, and portions of 64109, 64129, and 64130 (city-data.com – income per capita). This service delivery area applies primarily to individuals seeking food or rent and utility assistance. Dental services, however, are provided on a much larger scope, to individuals from throughout 10 counties in both Missouri and Kansas. Jackson County funds are used only for Jackson County residents unable to afford necessary dental care.

### Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents.

Seton Center Dental Services staff members take great measures to ensure that these funds are directed ONLY to Jackson County residents. During the assessment and evaluation of a client's qualification and need, he/she must provide proof of residency in Jackson County. This is achieved by presenting personal identification and two current bills listed in the client's name. If the client resides in a homeless shelter, the participating shelter (i.e. Salvation Army), must supply a letter documenting that the client resides in a homeless shelter in Jackson County. Even with the documentation letter, Seton Center's Director of Dental Services places a follow-up phone call to verify the residency and to make sure that the individual is still participating in programs within the shelter. We are confident that these funds are used ONLY for Jackson County residents.

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## Section D: 2013 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Seton Center, Inc.

Program Name: Indigent Funds for Jackson County Residents' Dental Care

### Approach & Method

List the top three (3) objectives for each program.

1. Seton Center's Dental Services Program is committed to providing the best oral health care to meet the needs of the community we serve (the uninsured, underinsured, those with mental illness and physical disabilities, and the poor).
2. Seton Center's Dental Services Program is committed to early diagnosis and intervention in our area's low income children so that the effects of dental disease will not plague them into adulthood.
3. Seton Center's Dental Services Program is committed to providing care to those with physical disabilities, mental illness, the elderly, and those with HIV.

Detail specific methods you will use to achieve these objectives.

Because caring for teeth and gums is so important to one's general health, all patients and their caregivers are educated on the importance of early intervention and good oral hygiene practices. Seton continues its aggressive outreach program on behalf of low-income children. Despite drastic Medicaid cuts for adults in 2003, Seton has continued to work with patients to provide sliding scale options and to seek "care of the needy" funds from Jackson County and other public and private funding sources.

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Agency Name: Seton Center, Inc.

Program Name: Indigent Funds for Jackson County Residents' Dental Care

### Evaluation

How can the success of each program be evaluated?

Indicate performance measures or statistics you will use to demonstrate the success of each program.

The Seton Center Dental Services Program staff meets monthly to review the program. During this time, staff members discuss needs, budget, and other topics of interest. The success of the program has been measured by the numbers of patients treated, referrals from other agencies, and waiting lists for some procedures. Seton Dental Services documents (through before and after photos, personal stories, and anecdotal information) how each individual is being helped through "care of the needy" funds from Jackson County.

### Notification

How will your organization make clients, the public and the media aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

Each patient who receives dental care through funds provided by the Jackson County Indigent Fund is given a form to sign indicating that he/she understands that the funds have been made available through the generosity of Jackson County. The patient gives permission for Seton Center to forward stories, photos, and treatment outcomes to Jackson County staff and members of the Legislature to illustrate how the funding has benefitted patients who would otherwise have gone without dental care. Dental Services Program staff share this information with the Seton Center Board of Trustees and Community Support Board every two months in a written report and share information with guests, media, and others during tours and visits.

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WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Seton Center, Inc.**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Seton Center, Inc.**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Sister Lorena Marie Colwell  
Authorized Representative's Signature

Sister Lorena Marie Colwell  
Printed Name

CEO / Executive Director  
Title

\_\_\_\_\_  
Date

Subscribed and sworn before me this 11<sup>th</sup> day of October, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 5-20-16.

Shirley Schmelzinger  
Signature of Notary

10-11-13  
Date

SHIRLEY SCHMELZINGER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: 5-20-2016  
Commission # 12546058