

COOPERATIVE AGREEMENT

THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as “the County” and a Missouri not-for-profit corporation, **HAPPY BOTTOMS 14820 W. 107TH STREET LENEXA, KS 66215**, hereinafter referred to as “Organization”.

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Happy Bottoms Diaper Distribution and Education programs; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Services. Organization shall provide services Happy Bottoms Diaper Distribution and Education programs, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2018, through December 31, 2018, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization’s budget, Organization shall submit a written request



of line item changes limited to contractual services and supplies and a narrative explaining the circumstances to the Jackson County Legislative Auditor's Office no later than October 31, 2018. The Jackson County Legislature must authorize any changes to the budget. Any changes approved by the Legislature will not take effect until your agency receives written notification from the Jackson County Legislative Auditor's Office.

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$4,500.00** in quarterly installments of **\$1,125.00**, with the payment for the first and second quarters to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the quarterly reports as set forth in paragraph 3 hereof. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly reconciliation report on forms provided by the County along with documentation that reconciles to the 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 Department of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The report for the first and second quarters shall 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 Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County. Organization must submit quarterly reconciliation reports in the format specified by the County before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's Department of Finance and Purchasing through the Jackson County Outside Agency portal accessible on www.jacksongov.org/auditor: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar

year, or a certified public accountant's program audit of the County's funds. Any documents described herein which were submitted to the Department 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity.** Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants for employment and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

6. **Employment Of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1,

RSMo, Organization 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, Organization 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.

7. **Audit.** The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to this Agreement. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **Default.** If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds

annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict Of Interest.** Organization 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.

11. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason 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.

12. **Indemnification.** Organization shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, and 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 Organization during the performance of this Agreement.

13. **Insurance.** Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services,

and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term.** The term of this Agreement shall commence January 1, 2018, and shall continue until December 31, 2018, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified by the County's audit.

15. **Termination.** This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard of Care.** Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact.** Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative
Department of Finance and
Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Happy Bottoms
Jill Gaikowski
14820 W. 107th Street
Lenexa, KS 66215
(855) 479-2867

18. **Affirmative Action Compliance.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

20. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.

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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 30th day of April, 2018.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 


Frank White, Jr.
County Executive

ATTEST:

HAPPY BOTTOMS



Mary Jo Spino
Clerk of the Legislature

By 

Title Executive Director
Federal Tax I.D. 27-2423540

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement 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 \$4,500.00, which is hereby authorized.

4/26/18

Date



Chief Administrative Officer
Account No. 002-7772-56789

77722018001 KA

**2018 Jackson County Outside Agency Funding Proposal
HappyBottoms.org
HappyBottoms Diaper Distribution and Education Programs**

HappyBottoms.org

14820 W. 107th Street
Lenexa, KS 66215
(855) 479-2867
www.happybottoms.org
fedtaxid: 27-2423540

HappyBottoms.org
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Fiscal Year: January to January

GuideStar:

Mission: HappyBottoms mission is to provide diapers to low income families who cannot afford them while raising awareness of diaper need. HappyBottoms partners with local agencies and hospitals who identify need in the community and distribute our diapers to qualified families as part of their wraparound social services.

Executive Director

Executive Director
Jill Gaikowski
(855) 479-2867
jill@happybottoms.org

Contact Person

Executive Director
Jill Gaikowski
(855) 479-2867
jill@happybottoms.org

Check the Jackson County Legislative District and your At-Large District where your agency is located?

Not in Jackson County: Yes

Exhibit A

**2018 Jackson County Outside Agency Funding Proposal
HappyBottoms.org
HappyBottoms Diaper Distribution and Education Programs**

Agency Revenue Information

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HappyBottoms Diaper Distribution and Education Programs
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Funding Entity	Source Description	2017 Actual	2018 Projected
Federal			
State			
Jackson County			
City of Kansas City			
Charity/Donations	Foundations/Corporate/Individuals	\$532,800	\$484,700
Fundraisers	Events	\$178,500	\$178,500
Donations	Other (including in-kind)	\$178,250	\$197,750
		\$889,550	\$860,950

**Please check if your agency has cash reserves:
What is the current balance?** \$267,990

Please check all Jackson County sources your agency received funding from in 2017:
Outside Agency: Yes

Please check any of the following your agency received funding or resources from in 2017:

	Goods	Services	Cash	Amount
Harvesters				\$0
Mid America Regional Council				\$0
MAAC Link				\$0
United Way				\$0

2018 Jackson County Outside Agency Funding Proposal
HappyBottoms.org
HappyBottoms Diaper Distribution and Education Programs

Date Program was Initiated: 2010
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What time period does this program run: Page 3
All Year

Provide program description: HappyBottoms respectfully requests \$50,000 in funding from Jackson County to support our Diaper Distribution and Education Programs. Funding from Jackson County will enable us to purchase approximately 333,000 diapers, which represents 35% of our Jackson County program needs. HappyBottoms partners with local agencies that identify need in the community and distribute diapers to eligible families as part of their wraparound social services. HappyBottoms serves children who live in Jackson, Clay, Platte, and Cass counties in Missouri and Wyandotte and Johnson counties in Kansas. Our 36 partner agencies/51 distribution sites distribute 50 diapers or 30 training pants per child per month sized to each child, plus an educational brochure with healthy diaper changing and stress-coping techniques for parents and caregivers. At the appropriate developmental stage, families receive a second brochure with best practices for potty training. Children who meet our income eligibility requirements can stay enrolled in HappyBottoms for the earlier of 36 months or age four and can receive training pants for up to six months. Our Bundles of Joy program provides a one-time distribution of 75 Size Newborn or Size 1 diapers to low income newborns at five partner hospitals, along with information about our agency program. Bundles of Joy is often families' first exposure to HappyBottoms. Transitioning to an agency allows the child to receive ongoing diapers and gives the family access to other critical services to help lift them out of poverty. Partner agencies input client information, as well as diaper quantity and sizes by child needed into our online data portal. HappyBottoms uses this data to fulfill the monthly agency orders. Agencies track and report distribution and demographic information for each client. The portal generates aggregate service reports that we use to track our impact and plan future services. HappyBottoms stores, processes, and distributes diapers from warehouse space in Lenexa, Kansas. Diaper donations and purchases are received at the warehouse, and each week volunteers sort, count, repackage and fill partner agency orders. Agencies and hospitals pick up their monthly supply at the end of their designated week. HappyBottoms also has two innovative pilot programs on the immediate horizon. In an effort to reach children in un/underserved areas, we are developing a mobile outreach and enrollment pilot program. The Diapermobile will target clients in two "diaper deserts", Southeast Jackson County and urban Wyandotte County. We are forming new community partnerships with churches, schools, and/or social service agencies that offer other social services and have a strong community presence in the target areas, and these partners will serve as stops on the Diapermobile route. We will message the program to potential clients through community partners, social media, and online. At each stop, HappyBottoms staff will enroll eligible clients and provide our standard distribution of 50 diapers or 30 training pants per child, along with information and referral to an existing partner agency. If there is no existing agency nearby, the Diapermobile will serve the family for up to three months. Ongoing program evaluation will determine if traffic in a particular area supports establishing a new "brick and mortar" partner agency or if the Diapermobile is a feasible alternative for ongoing service. Mobile outreach and enrollment will afford additional flexibility in reaching unserved areas, and being "on the ground" will help us better assess geographic needs. Our community Diapermobile partnerships will help maintain the spirit of our partner agency model by giving clients access to other needed services. In addition, we will be launching a Potty Training Education pilot program in Fall 2017. This pilot will serve parents/caregivers of a total of 100 children with either group classes or a training video. Pilot participants will be identified/selected using the program readiness screening tool, and all participants will receive a potty training kit which includes a potty seat, step stool, board book, and sticker chart, to accompany the curriculum. We will measure the results of the pilot to determine the best way to expand the program after the pilot to all eligible HappyBottoms participants.

Describe the benefits of this program to Jackson County Missouri: Diapers are a critical, yet basic health need for babies but are not covered by government safety net programs like food stamps (SNAP), WIC or Medicaid. Diaper need causes families to cut back on food, utility bills, medical expenses and rent. Poor parents delay changing diapers and reuse diapers to cut costs, leading to dermatitis and infections. Brookings Institution Research shows a 27% gap in school readiness between children living under poverty level vs. over 185% of poverty level. Poor children are less ready for school because of a multilayered combination of factors. Poverty directly affects brain development, language development, vocabulary, memory, and cognition, directly impacting academic ability and readiness. Poor parents spend an inordinate amount of time seeking out resources to meet basic needs. Resulting stress negatively impacts parenting style and level of nurturing. (Innovations in Clinical Neuroscience) Poor parents also have less access to resources that promote healthy development and positive health outcomes, and often have a lower level of education, making them less equipped to provide interaction and stimulation needed to prepare children for school. Lack of financial resources impacts mental health: poor mothers report depression at double the rate of more financially stable mothers. Public policy work at USC indicates that strengthening the safety net for families in poverty improves school readiness, and supports using philanthropic dollars to fund social services to address children's needs. (priceschool.usc.edu) Collaborations between social service providers and early childhood centers are a best practice in promoting Kindergarten readiness (rootcause.org). Providing diaper assistance can also increase a child's access to early child care when parents must supply daily diapers. This access promotes consistent parental attendance at work or school, further improving families' economic stability. Children who participate in early childhood education are three times more likely to go on to higher education. (UC

Berkeley Center for Labor Research and Education) HappyBottoms' mission is part of shoring up that safety net and meeting those basic needs. We partner with agencies that provide wraparound services because we recognize that diaper need is only one of many challenges low-income families with small children face. Our agency partnerships allow families to access other services in addition to diapers that alleviate poverty, and HappyBottoms is often the first exposure clients have to a partner agency, making diapers a gateway to other services. A UNC study of community based organizations that partnered with diaper banks and used diapers as an incentive to use other services reported positive changes in client communication, program retention, critical thinking and problem solving, and connection to services when diapers were provided. (Children and Youth Services Review) Diaper need in Jackson County is significant. According to 2015 Census poverty data, 30% of Jackson County children under age five live in households with incomes less than Federal Poverty Level, and nearly 12,000 children need diaper assistance. HappyBottoms served 4,411 Jackson County children in 2016, which represents 51% of the total unduplicated children we reached with our diapers. We are on pace to increase the number of unduplicated Jackson County children served by 6%, or 4,700 total children, with 940,000 diapers by year end 2017 and expect a 10-15% increase in 2018. HappyBottoms currently has 50 partner agency distribution sites at 36 agencies and five hospital partners. A total of 34 of our 51 distribution sites (68%) are located in Jackson County, and three of five hospital partners have Jackson County locations. One of the targeted areas for our Diapermobile mobile enrollment and outreach pilot is in southeast Jackson County, and we anticipate serving an additional 700 Jackson County children through that program. We will also serve 50 Jackson County children through Hickman Mills Parents as Teachers with our Potty Training Education pilot.

Describe target population to be served: In 2016, HappyBottoms distributed 1,789,739 diapers to a monthly average of 2,530 children through our ongoing agency program and an additional 200 children per month through Bundles of Joy, reaching a total of 8,677 unduplicated children for the year. A total of 4,411 unduplicated children (51%) lived in Jackson County. Demographic data and economic indicators for Jackson County children served in 2016 show: Gender: 48% male, 52% female Race/Ethnicity: 45% African American, 18% Caucasian, 10% Hispanic/Latino, 3% Asian, 11% Multi-racial Economic Indicators: 52% of caregivers were employed full or part time; 78% of enrolled children received Medicaid; 57% of families received SNAP/Food Stamps; 47% were enrolled in WIC; 23% received housing assistance; 12% received TANF; and 7% received SSI/disability.

What are the qualifications for participants: To qualify for HappyBottoms, children must live in the six-county Kansas City metro area in Jackson, Clay, Platte, and Cass Counties in Missouri and Johnson and Wyandotte County in Kansas. We serve families with incomes less than 150% of Federal Poverty level or families with incomes between 150-200% of Poverty Level who are experiencing a short term financial crisis. Children can be enrolled in our monthly program for the earlier of three years of service or until their fourth birthday, and they can receive up to six distributions of training pants.

Check if your services are available to anyone:

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 4411

Number of participants from Other Areas: 4266

Total Number of participants: 8677

Outcomes

Outcome 1: Alleviate the stress of poverty and address diaper need for Jackson County families by increasing number of children served through HappyBottoms monthly distribution program by 15% (5,400 unduplicated Jackson County children) from 2017 to 2018.

How will outcome 1 be measured: HappyBottoms Portal data collection system.

Outcome 2: Reach un/underserved geographic areas in identified South Kansas City/Southeast Jackson County zip codes by enrolling approximately 700 new Jackson County children and providing them with up to three months of diapers through the Diapermobile pilot i

How will outcome 2 be measured: HappyBottoms Portal data collection system.

Outcome 3:

How will outcome 3 be measured:

Outcome 4:

How will outcome 4 be measured:

Outcome 5:

How will outcome 5 be measured:

Please classify your program from the following types of services:

Youth Services: Yes

What Jackson County Legislative Districts are served by this program:

Countywide: Yes

**2018 Jackson County Outside Agency Funding Proposal
 Budget as Awarded
 HappyBottoms.org
 HappyBottoms Diaper Distribution and Education Programs**

Total 2018 Program Budget: \$4500

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Salaries

Position/Title	Description	Amount of Salary Requested	Total Salary
Total Salaries & Fringe Benefits		\$0	

Contractual Services & Supplies

Description	Amount
Diaper Purchase	\$4,500
Total Contractual Services & Supplies	\$4,500

Program sustainable without Jackson County Funding	Yes
Total Cost to Run Program WITHOUT Jackson County Funding	\$889,550
Cost/Participant	\$11
JACO Funding/Total Program Cost	%

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Reviewed the Non-Allowable Expenses:
Yes

Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved: Yes

Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies: Yes

Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate:

Missouri Secretary of State Certificate of Good Standing:

Missouri Secretary of State Annual Registration Report:

Financial Statements (Balance Sheet, Income Statement, Cash Flow Statement):

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 **Happy Bottoms**, 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, **Happy Bottoms**, 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.)

[Signature]
Authorized Representative's Signature
Executive Director
Title

Jill Galkuski
Printed Name
4/12/2018
Date

Subscribed and sworn before me this 23 day of April, 2018. I am commissioned as a notary public within the County of Johnson, State of Kansas, and my commission expires on 6/16/2018.

[Signature]
Signature of Notary


4/23/2018
Date