COOPERATIVE AGREEMENT

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the MID-AMERICA REGIONAL COUNCIL, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "Organization."

WHEREAS, the County deems it to be in the best interest of its citizenry to support teenage pregnancy programs and services as provided by Organization and other agencies, under subcontracts with Organization; and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and Organization agree, in consideration of the following mutual promises and valuable consideration, as follows:

- Services. Organization shall provide a teenage pregnancy program and services, as is more fully set forth in the proposal attached hereto as Exhibit A. Organization is expressly authorized to enter into a subcontract with the **Guadalupe Center**, for these programs and services upon such terms and conditions as organization shall deem appropriate, provided that such subcontract shall provide that the County's funds shall be used by the to support the teenage pregnancy programming services and activities for the youth in western Jackson County through the Guadalupe Centers. Inc.
 - 2. 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 to the Jackson County Legislative Auditor's no later than October 31, 2014. Any changes to the budget must be approved by the Jackson County Legislature.

- 3. <u>Terms Of Payment</u>. Upon the execution of this Agreement, the County shall pay to Organization the lump sum of \$34,390.00 for teenage recreational programs. 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.
- 4. Annual Report. Organization shall submit an annual report, including a statement of budgeted and actual expenditures and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to Organization by the County were used for the purpose set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2014. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

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

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- 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

- No payment shall be made under this Submission Of Documents. Agreement unless Organization shall have submitted to the County's 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) 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 by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. Any documents described herein which were 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 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 are employed 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 its finances and operations. 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. <u>Default</u>. 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. <u>Severability</u>. 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. <u>Indemnification</u>. 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. <u>insurance</u>. 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.

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- 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, 2014, and shall continue until December 31, 2014, 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. <u>Termination</u>. 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. <u>Standard Of Care</u>. 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 Q. Troy Thomas 415 E. 12th Street, Suite 100 Kansas City, MO 64106 Mid-America Regional Council
Dorothy Pope, Director of Financial Affairs
600 Broadway, Suite 200
Kansas City, MO 64105
(816) 474-4240

18. <u>Compliance</u>. 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. <u>Remedies For Breach</u>. 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. <u>Transfer And Assignment</u>. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.
- 21. <u>Organization Identity</u>. 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. <u>Confidentiality</u>. 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. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

Agreement this day ofday_of	ty and Organization have executed this, 2014.
APPROVED AS TO FORM:	JACKSON COUNTY, MISSOURI
W. Stephen Nixon County Counselor	By Michael D. Sanders County Executive
ATTEST:	MID-AMERICA REGIONAL COUNCIL
Mary Jo Spino Clerk of the Legislature	Title Executive Director

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 \$34,390.00, which is hereby authorized.

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Director of Finance and Purchasing Account No. 002-7902-56789

79022014006



OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

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

Email: auditor@jacksongov.org

Section A: Organization or Agency Information	page 1
Section B: Agency's 2013 and 2014 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8
Section E: Summary of Request by Program	page 9

Name:	Guadalupe Centers, Inc.	
Address:	1015 Avenida Cesar Chavez	Zip Code: 64108
Phone No:	(816) 421.1015	Fax: (816) 421,1001
Website Add	ress: www.guadalupecenters.org	
Federal Tax	ID No: 44-0610781	Fiscal Year Cycle: 1/1/2014-12/31/2014
Executive Dir	ector: Osic Media	Cris Medina
Name and Ti	tle of Principal Contact Person:	Diane Rojas
Phone No:	(816) 561.6885 Ext. 25	Email Address: drojas@guadalupecenters.org

Submittal of this request has been authorized by:

Date:

27-Aug-18

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Section B: Agency's 2013 and 2014 Revenue Information Agency's 2014 Projected Revenue Information Agency's 2014 Total Projected Revenue **Projected** % of **Funding Entity** Source You Will Request 2013 Funding From Amount **Total Revenue** DESE, Headstart, MARC & DOL \$ 1,476,002 11 DESE, DFS-FAMIS, CSIPS, SFSP \$ 7,624,938 54 Jackson County Combat, Outside Agency \$ 209,000 1 Other Counties None \$ 0 DESE, Kansas City - CDBG, ESG-Hud, Hith Dep \$ 890,995 6

2014 Total Projected Revenue

\$

\$

\$

3,660,337

14,052,827

191,555

26

1

0

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204300.6

8417.87

United Way, Foundation, Corporation, Other

Agency Special Events

Year Funds

Federal

State

City

Other

Charity/Donations

Mid America Regional Council

Harvesters

Fundraisers

Total	om Hith Dep her Revenue		3	1,256,184 7,716,612 209,000 - 814,442 3,420,337 191,555 - 3,608,130	% of Total Revenue 9 57 2 0 6 25 1 0
Hud, I ion, Ot 3 Total 9 from	her Revenue	\$ \$ \$ \$ \$ \$ \$	3	7,718,612 209,000 - 814,442 3,420,337 191,555 - 3,608,130	57 2 0 6 25
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Total	her Revenue	\$ \$ \$ \$ \$	13	814,442 8,420,337 191,555 - 8,608,130	0 6 25 1
Total	her Revenue	\$ \$ \$ \$	13	3,420,337 191,555 - 3,608,130	6 25 1
Total	her Revenue	\$ \$ \$	13	3,420,337 191,555 - 3,608,130	25 1
3 Total	Revenue	\$ \$	13	191,555 - 3,608,130	1
g from	Jackson	\$		- 3,608,130	0
g from	Jackson	\$			0
g from	Jackson				
		n Co	unty in 2	013	
		rogi	ram nam	e below.	gram Name
Ø		\$			
	Ø	\$	170		
	Ø	\$	H		
	Ø	\$	(4)		
	Ø	\$	-		
Outside Agency Program		\$	55,000	Teen Preg	g & Gym Rental
ounty	Funding	\$	209,000		
			0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$	 Ø □ \$ 154,000 Ø \$ - Ø \$ 55,000 	☑ \$ 154,000 SATX & ☐ ☐ \$ 154,000 Teen Pres

Did your agency receive funding or resources in 2013 from either of the following?

Ø

\$

\$

Section C: 2014 Program Budget

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

Agency Name:

Guadalupe Centers, Inc.

Program Name:

Teenage Pregnancy Program

For each salary request b	Personal Service elow please attac		ptio	on or duties.	
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	-	Amount of Salary to be funded by Jackson County	
Case Manager	34,000	50%	\$	17,000	
			\$	-	
			\$	-	
20.2			\$	-	
			\$	-	
		-7/8-72	\$	-	
Total Salaries			\$	17,000	
Total Fringe Benefits			\$	2,040	
, , , , , , , , , , , , , ,	Total Personal Services \$ 19,0				
C	ontractual Serv	ices	•		
Transportation-Mileage reimbursement for case mgr. @ .565/mile			\$	1,200	
Occupancy-Support of Expenses as	sociated with operatio	n	\$	5,071	
Specific Assistance-emergency gran	nt assistance to client		\$	2,350	
Administration-10%			\$	3,429	
			\$	*=s	
			\$	£	
	Total Contrac	tual Services	\$	12,050	
	Supplies				
Educational Materials			\$	500	
Office Supplies			\$	2,000	
Group Support/and Program Incentiv	/es	i	\$	700	
Pregnancy Tests			\$	100	
			\$	· (#	
			\$		
	T	otal Supplies	\$	R3,390-IV	EC
				AUG 27 20	
	Total Progr	am Request	\$	34,390 JACKSON COL AUDITORS OF	UNTY

AUDITORS OFFICE KANSAS C**SectionS**SOURI

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

Agency Name:

Guadalupe Centers, Inc.

Program Name:

Teenage Pregnancy Program

Proposed Program

Detail functions to be performed by each program.

GCI's teenage pregnancy program proposes to provide comprehensive and culturally appropriate prevention education, pregnancy care and socially supportive services to pregnant and parenting teens. Case management is provided throughout pregnancy and for one year after the birth of the baby. Case management services are essential to this young and at-risk population. Additional services include prenatal and parenting education, housing assistance, emergency assistance with food/.delinquent utilities./infant needs, opportunities for vocational training, job information, and financial literacy education. The overall objective of the program is to provide services to pregnant teens that will empower them, thereby reducing the potential adverse physical and social consequences of teenage pregnancy.

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JACKSON COUNTY AUDITORS DEFICE KANSAS CEPTIONSSOURI

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

Agency Name:

Guadalupe Centers, Inc.

Program Name:

Teenage Pregnancy Program

Participan Identify the number of participants by Co	
Jackson, MO	217
Clay, Platte,	
Cass, MO	
Wyandotte,	
Johnson, KS	
Other	
Missouri	

Target Population

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

Services proposed primarily, but not exclusively, target Hispanic teens throughout Jackson County who are between the ages of 13 and 21 and at-risk of becoming pregnant or already pregnant. GCI receives referrals primarily from area high schools including GCI's Alta Vista Charter and East High School. The majority of the girls referred to the program are low-income and reside in one of the following 3 neighborhoods; Westside, Northeast, or Eastside. Demographics maintained reflect that 30% of GCI's client caseload is Spanish speaking only, and over 70% of their extended families (parents, grandparents) are Spanish speaking only.

Would you provide these services to anyone at your door? NO is anyone denied services? Yes-non JK Co. residents
What level of indigents (below poverty level) do you serve?

Answer Yes or No Answer Yes or No

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

Senior Program ·

Indigent Program (Below Poverty Level)

Senior Indigent Program

What criteria do you have for the clients you serve?

80 %

%

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

Agency Name:

Guadalupe Centers, Inc.

Program Name:

Teenage Pregnancy Program

Jackson County residents between the ages of 13 and 21, pregnant and/or parenting teenagers and living at 150% of poverty level or below,

Service Delivery Area

Identify your specific geographic service delivery area for each program.

GCI's specific geographic service delivery area includes three (3) primary neighborhoods with significant Hispanic populations; the Westside, Northeast, and Eastside all of which are in Jackson County,.

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.

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JACKSON COUNTY AUDITORS OFFICE KANSAS SPORIO SOURI

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

Agency Name:

Guadalupe Centers, Inc.

Program Name:

Teenage Pregnancy Program

Residency of Jackson County is a requirement for program eligibility and is determined at the initial client assessment that is performed by GCI's case manager. Clients must produce proof of residency (copy of school records, vaccination records, utility bill, etc) prior to being accepted into the program. Documentation is then maintained in the client file and entered into a management information system. Additionally, GCI performs monthly programmatic and financial reports that are overseen by GCI's Health and Human Services Director and shared with CEO and GCI Board of Directors at bi-monthly board meetings.,

Approach & Method

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

- Provision of culturally competent support services to pregnant teens during pregnancy and 1 year post partum. These services are designed to ensure access to needed medical and social services that will support a healthy delivery and healthy outcome for the adolescent mother,
- Provision of prenatal and parenting education. Prenatal education focuses on importance of prenatal care, nutrition, and negative factors that influence pregnancy. Parenting education focuses on skills that support positive parenting,

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JACKSON COUNTY AUDIT**SECTOTO**ICE ANSAS CERT

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

Agency Name:

Guadalupe Centers, Inc.

Program Name:

Teenage Pregnancy Program

GCI will evaluate the client's progress toward meeting desired goals on an ongoing basis,. Initially, an individual treatment/care plan will be jointly developed by the client and case manager,. Goal statements will be developed, individual objectives outlined, and action steps outlined with a projected completion date for each goal. A client status form instrument will also be utilized to monitor essential information regarding the client and updated on a monthly basis. Lastly, a client satisfaction survey will be distributed and collected to assist GCI in determining needed adaptation(s) to improve upon the effectiveness of the program's objectives/goals.

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)

GCI will develop program brochures in English/Spanish to market teenage pregnancy program services available and identify Jackson County as a funder. Program services will also be described on GCI's website www.guadalupecenters.org and in their agency's electronic newsletter produced quarterly. Additionally, GCI will participate in various health fairs throughout the year that provide opportunities to share program information and services,. Signage describing Jackson County support will be identifiable on marketing materials.

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JACKSON COUNTY AUDITORS OFFICE KANSAS CI**SECURI** SOURI

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 Mid-America Regional Council, (Organization name) 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, Mid-America Regional Council, 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 filling are subject to the penalties provided under section 575,040, RSMo)

Authorized Representative's Signature	Hairs	Printed Name	Page_
Subscribed and sworn before me thi commissioned as a notary public through and my commissioned.	within the Co	ounty of Lacrosco	, 2014. Tarr >\rightarrow State o
Notary Public, Notary Seal State of Missourl Jackson County Commission # 13414121 My Commission Expires July 28, 2017	-11-	া ∖ুর। Date	12014