

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, **CHILDREN'S MERCY HOSPITAL, 2401 GILLHAM ROAD, KANSAS CITY, MO 64108**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for; and,

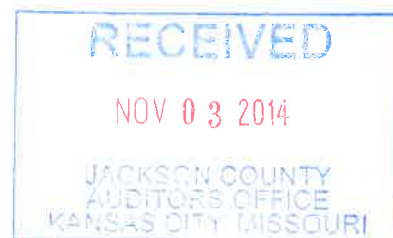
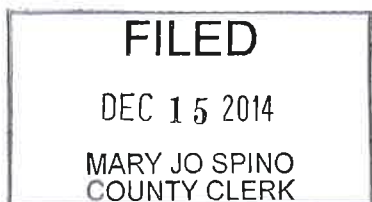
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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 **PROGRAM DESCRIPTION**, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. Any changes to the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment**. The County agrees to pay Organization the total amount of **\$373,183.00** in quarterly installments of **\$93,295.75**, with the payment for the first and second quarters to be made upon execution of this Agreement. The remaining

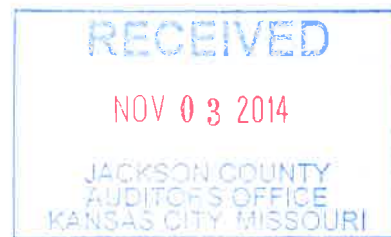


payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on 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 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 report for the first and second quarter 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 notify the County in writing on Organization's letterhead, within five working days of the following changes:

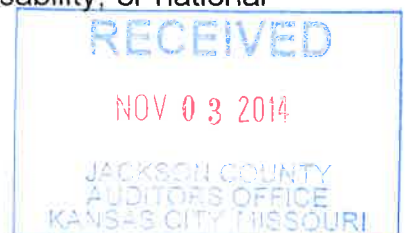
- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed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

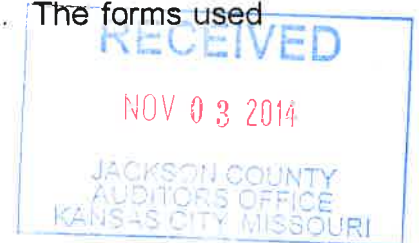


origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees 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

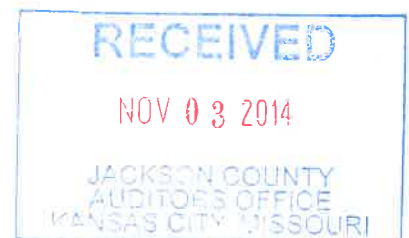


to document expenditure of these funds may be changed from time to time by the County.

8. **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.



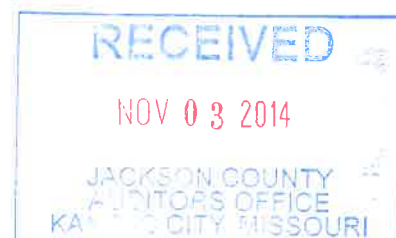
A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

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, 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. **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.

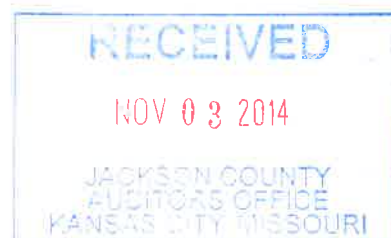
16. **Standard Of Care.** Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

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  
Q. Troy Thomas  
Director of Finance and Purchasing  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Children's Mercy Hospital**  
Dallas Polen, Chief of Public Policy  
Strategy  
2401 Gillham Road  
Kansas City, MO 64108  
(816) 701-4365

18. **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

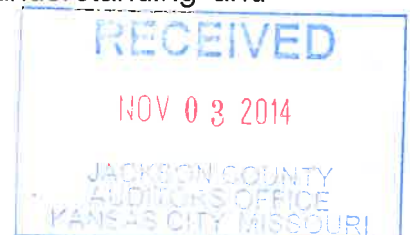
B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary 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 15<sup>th</sup> day of December, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

By Michael D. Sanders  
Michael D. Sanders  
County Executive

ATTEST:

**THE** CHILDREN'S MERCY HOSPITAL

Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

By Charles C Roberts  
Title EVP-Executive Vice President  
Federal Tax I.D. 44-060573

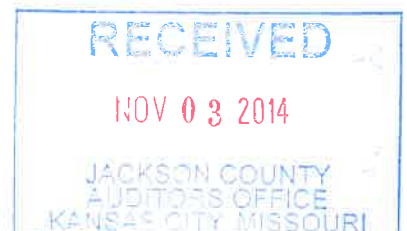
### REVENUE CERTIFICATE

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 \$373,183.00, which is hereby authorized.

December 19, 2014  
Date

[Signature]  
Director of Finance and Purchasing  
Account No. 002-7401-56789

74012014001





# OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

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

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

**EXHIBIT A**  
**Res. 18359**

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

## Section A: Organization or Agency Information

Name: The Children's Mercy Hospital	
Address: 2401 Gillham Road, Kansas City, MO	Zip Code: 64108
Phone No: 816-701-4365	Fax: 816-701-4366
Website Address: <a href="http://www.childrensmercy.org">www.childrensmercy.org</a>	
Federal Tax ID No: 44-060573	Fiscal Year Cycle: July 1, 2013 - June 30, 2014
Executive Director: Randall L O'Donnell - President and Chief Executive Officer	
Name and Title of Principal Contact Person:	Dallas Polen - Chief of Public Policy Strategy
Phone No: 816-701-4365	Email Address: <a href="mailto:dapolen@cmh.edu">dapolen@cmh.edu</a>
Submittal of this request has been authorized by:	
Date:	9/18/2013

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## Section B: Agency's 2013 and 2014 Revenue Information

### Agency's 2014 Projected Revenue Information

Funding Entity	Agency's 2014 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal		\$ 4,441,056	0
State		\$ 884,880	0
Jackson County		\$ 900,000	0
Other Counties		\$ 47,336	0
City		\$ 807,205	0
Charity/Donations		\$ 5,500,864	1
Net Patient Revenues		\$ 993,818,708	95
Other		\$ 35,931,834	3
<b>2014 Total Projected Revenue</b>		<b>\$ 1,042,331,883</b>	

### Agency's 2013 Revenue Information

Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ 8,034,106	1
State		\$ 817,121	0
Jackson County		\$ 430,000	0
Other Counties		\$ 79,883	0
City		\$ 1,134,115	0
Charity/Donations		\$ 5,084,931	1
Net Patient Revenues		\$ 904,670,460	94
Other (please list)		\$ 40,743,784	4
<b>2013 Total Revenue</b>		<b>\$ 960,994,400</b>	

**If your agency received funding from Jackson County in 2013,  
please identify the funding source, amount and program name below.**

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 55,000	TIES
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 type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
<b>2013 Total Jackson County Funding</b>			<b>\$ 55,000</b>	

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

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

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# Section C: *REVISED* 2014 Program Budget

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

**Agency Name:** The Children's Mercy Hospital

**Program Name:** Pediatric Hospital

<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>\$ 373,183</b>
<b>Contractual Services</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contractual Services</b>			<b>\$ -</b>
<b>Supplies</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Supplies</b>			<b>\$ -</b>

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**Total Program Request \$ 373,183**



## Section D: *REVISED* 2014 Program Information

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

Agency Name: The Children's Mercy Hospital

Program Name: Pediatric Hospital

### Proposed Program

Detail functions to be performed by each program.

Children's Mercy Hospital is recognized for our innovation in creating a family-centered environment that is focused on the unique needs of hospitalized children and their families. The hospital provides a full range of medical services to children from birth through adolescence. This includes primary care, specialty outpatient services, surgery, high risk pregnancies and hospitalizations. Care is provided to all children, regardless of race, religion or ability to pay.

The hospital provides the highest level of medical care, technology, services, equipment and facilities in promoting the health and well-being of children in the region. Patients and their families are treated with compassion in a family-centered environment that recognizes their physical, emotional, financial, social and spiritual needs.

Many families cannot afford dependent health care coverage for their children through their employer's plan, or their insurance policy does not cover all the needed services, or the co-pay portion of their plan overwhelms them during a catastrophic illness. Children with chronic conditions have a great deal of difficulty obtaining medical coverage at any price in today's market.

In addition to covering the costs of indigent, uninsured and underinsured families, our distinctive financial picture is also marked by the intensity of the care we provide. A large percentage of our service is devoted to critical care in the Neonatal and Pediatric Intensive Care Units. For these families, Children's Mercy Hospital is truly the "safety net."

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# Section D: **REVISED** 2014 Program Information

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

**Agency Name:** The Children's Mercy Hospital

**Program Name:** Pediatric Hospital

## Participants

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

Jackson, MO	2013 - 64,555
Clay, Platte, Cass, MO	2013 - 36,553
Wyandotte, Johnson, KS	2013 - 53,069
Other Missouri	2013 - 43219

## Target Population

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

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

The target population and demographics that are served are children from birth through adolescence who are uninsured or underinsured who are in need of pediatric services from the hospital.

Would you provide these services to anyone at your door? YES

Is anyone denied services? NO

What level of indigents (below poverty level) do you serve?

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

Senior Program

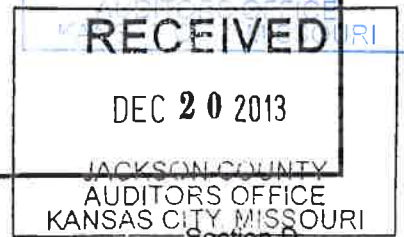
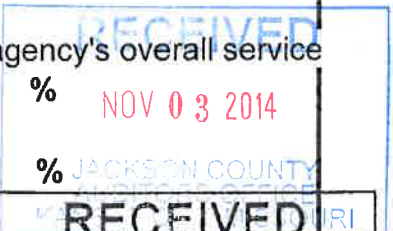
Indigent Program (Below Poverty Level) 100 %

Senior Indigent Program

What criteria do you have for the clients you serve?

**Answer Yes or No**

**Answer Yes or No**





# Section D: *REVISED* 2014 Program Information

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

Agency Name: The Children's Mercy Hospital

Program Name: Pediatric Hospital

## Service Delivery Area

Identify your specific geographic service delivery area for each program.

Children's Mercy Hospital is the only freestanding children's hospital between St. Louis and Denver; Omaha and Little Rock. The focus is on caring for children and families in Missouri and Kansas, but the hospital sees patients from throughout the country and the world. Children's Mercy service locations includes two pediatric acute care hospitals, urgent care clinics, primary and specialty care clinics, outreach clinics and a pediatric transport team that is nationally recognized. Children's Mercy draws approximately ninety percent of its patients from the eighteen county areas around Kansas City, Missouri.

## 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.

Children's Mercy Hospital provides medical care services to the indigent children that includes offering pediatric trained and board-certified medical staff in more than 40 specialty areas; investing in ground breaking research to develop new treatments and cures for pediatric diseases; aligning with the area's top academic institutions to provide training to physicians and clinicians; and providing the most advanced medical technology designed specifically for children. Additional information about Children's Mercy Hospital Services can be obtained at <http://www.childrensmercy.org/>.

In providing these services Children's Mercy Hospital incurs significant expenses as enumerated in the documentation furnished with this application. Funding from Jackson County for Jackson County residents helps to offset the uncompensated care losses from Jackson County residents.

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# Section D: *REVISED* 2014 Program Information

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

Agency Name: The Children's Mercy Hospital

Program Name: Pediatric Hospital

## Approach & Method

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

Service Excellence

System Accessibility

Cost Effectiveness

Detail specific methods you will use to achieve these objectives.

- 1: Service Excellence by evaluating and treating the presenting problem.
- 2: System Accessibility by scheduling appropriate follow-up.
- 3: Cost Effectiveness by seeing to ensure that every child has a "medical home" for primary care.

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# Section D: *REVISED* 2014 Program Information

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

Agency Name: The Children's Mercy Hospital

Program Name: Pediatric Hospital

## 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.

1. Inpatient *Days*
- 2: Outpatient Days
- 3: Indigent Care Costs

## 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)

The information is produced in the Children's Mercy Hospital annual report, which is distributed widely and is on the web site for easy access. Children's Mercy Hospital also uses other various forms of communication in being forthcoming with information regarding all public funding.

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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 **Children's Mercy Hospital**, 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, **Children's Mercy Hospital**, 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.)

Robin Faulk  
Authorized Representative's Signature  
VP - Human Resources  
Title

Robin Faulk  
Printed Name  
12/4/2014  
Date

Subscribed and sworn before me this 4 day of December, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 10/2/2018.

Janise L. Wacker  
Signature of Notary

12/4/2014  
Date

