

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, **SETON CENTER 2816 E. 23 RD STREET KANSAS CITY, MO 64127**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Dental Care for the Needy in Jackson County; and,

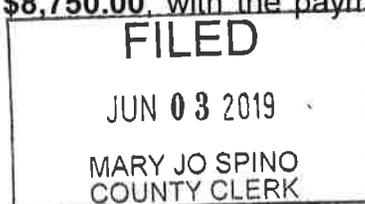
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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 Dental Care for the Needy in Jackson County, 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, 2019, through December 31, 2019, 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.

2. Terms Of Payment. The County agrees to pay Organization the total amount of **\$35,000.00** in quarterly installments of **\$8,750.00**, with the payment for the



first quarter in advance upon execution of this Agreement; this is the ONLY payment that may be made in advance throughout the entire term 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 through the Outside Agency Portal along with proof of payment and receipt 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 quarter must 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 all quarterly reconciliation reports in the format specified by the County regardless of whether activity took place in each quarter, 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. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- 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](http://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, 2019, and shall continue until December 31, 2019, 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. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Seton Center**  
2816 E. 23rd Street  
Kansas City, MO 64127  
(816) 231-3955

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.

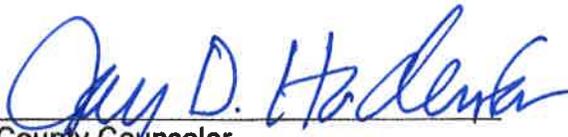
22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose said identities to any third party 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 3rd day of June, 2019.

APPROVED AS TO FORM:

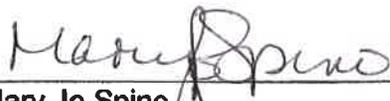
JACKSON COUNTY, MISSOURI

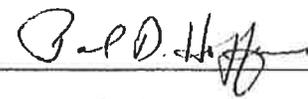
  
County Counselor

By   
Frank White, Jr.  
County Executive

ATTEST:

SETON CENTER

  
Mary Jo Spino  
Clerk of the Legislature

By   
Title CEO  
Federal Tax I.D. 43-0926003

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this 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 \$35,000.00, which is hereby authorized.

5-29-2019  
Date

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

79032019001 KA

**2019 Jackson County Outside Agency Funding Proposal**  
**Seton Center**  
**Dental Care for the Needy in Jackson County**

Exhibit A

**Seton Center**

2816 East 23rd Street  
Kansas City, MO 64127  
(816) 231-3955  
www.setonkc.org  
fedtaxid: 43-0926003

Seton Center  
Dental Care for the Needy in Jackson County   
May 14, 2019  
Page 1

**Fiscal Year:** July to June**GuideStar:** 5459585145

**Mission:** Seton Center is a Catholic-sponsored human service agency that helps people break cycles of poverty. Seton Center provides health, social, and educational programs to address current community needs, and tools to help support people in transforming their lives.

**Executive Director**

CEO  
Paul Hoffman  
(816) 231-3955  
phoffman@setonkc.org

**Contact Person**

Ms.  
Michelle Biondo  
(816) 581-4722  
mbiondo@setonkc.org

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

**District 3:** Yes**At-large District 3:** Yes

**2019 Jackson County Outside Agency Funding Proposal**  
**Seton Center**  
**Dental Care for the Needy in Jackson County**

Seton Center  
Dental Care for the Needy in Jackson County  
May 14, 2019  
Page 2

**Agency Revenue Information**

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
Donations	Dental Fees		X		\$521,900	\$540,000
Fundraisers	Special Events			X	\$34,900	\$38,000
Other	Charity/Donations			X	\$1,895,200	\$1,900,000

**Please check if your agency has cash reserves:**  
**What is the current balance? \$850,000**

## 2019 Jackson County Outside Agency Funding Proposal

### Seton Center

### Dental Care for the Needy in Jackson County

Seton Center  
Dental Care for the Needy in Jackson County  
May 14, 2019  
Page 3

**Date Program was Initiated:** 2010

**What time period does this program run:** All Year

**Provide program description:** Dedicated to providing oral health services to those in need to improve their oral health and reduce the onset of more costly health conditions, Seton Center provides over 8,000 dental visits annually. Seton Center's Dental Services is seeking \$40,000 in funding for needy adult and children's dental services. Funding will serve only those who are un/underinsured, meet federal poverty guidelines and live in Jackson County. Serving as the Director of Dental Services since 1999, Brenda Lasater has over 30 years of experience in clinic management. Brenda has been instrumental in promoting oral health and dental services by working closely with the community, including schools, human service organizations, and faith organizations. Seton Center's Dental Service team also includes three board-certified dentists, one certified dental hygienist, two dental assistants. To improve conditions brought on by poor oral health, Seton Center will provide services including: cleanings, screenings, fillings, prophylaxis, root planing and scaling, root canals, crowns, pulpotomy, extensive extractions and partial/complete dentures, in-school screenings and in-clinic treatment. Seton Center's Dental Services are the most appropriate intervention to meet the oral health needs of our community because our only health care focus is oral health and our sliding fee scale is one of the lowest in the area. We continually monitoring the impact we have on our clients' oral health. We keep up on the latest research and procedures to determine if there is a better way to improve services and then we implement those new strategies and procedures. We survey our clients to ensure we are meeting their needs and if not, we meet with them one-on-one to determine the best way to meet their oral health needs. All of our programs increase access by offering Dental Services at reduced costs, taking Medicaid-funded clients, providing transportation from schools, reducing wait time for new clients and establishing an extensive call-back system to reduce our no-show rate. Also, we reduce emergency room and future dental work costs through strong prevention component. This includes education about proper oral hygiene care and distribution of free hygiene kits that include toothbrushes and toothpaste. Additionally, Seton Center matches dollar-to-dollar all funds from the Jackson County Outside Agency and we make sure our patients know that they are receiving services through funds provided by Jackson County.

**Describe the benefits of this program to Jackson County Missouri:** According to Mayo Clinic - Oral Health: A Window to Your Overall Health, "Without proper oral hygiene, bacteria can reach levels that might lead to oral infections, such as tooth decay and gum disease, which can contribute to various diseases and conditions including: Endocarditis. Endocarditis is an infection of the inner lining of your heart (endocardium). Endocarditis typically occurs when bacteria or other germs from another part of your body, such as your mouth, spread through your bloodstream and attach to damaged areas in your heart. Cardiovascular disease. Some research suggests that heart disease, clogged arteries and stroke might be linked to the inflammation and infections that oral bacteria can cause. Pregnancy and birth. Periodontitis has been linked to premature birth and low birth weight. Certain conditions also might affect your oral health, including: Diabetes. Diabetes reduces the body's resistance to infection — putting the gums at risk. Gum disease appears to be more frequent and severe among people who have diabetes. Research shows that people who have gum disease have a harder time controlling their blood sugar levels, and that regular periodontal care can improve diabetes control. Oral problems, such as painful mucosal lesions, are common in people who have HIV/AIDS. Osteoporosis — which causes bones to become weak and brittle — might be linked with periodontal bone loss and tooth loss. Drugs used to treat osteoporosis carry a small risk of damage to the bones of the jaw. Worsening oral health is seen as Alzheimer's disease progresses. Other conditions that might be linked to oral health include eating disorders, rheumatoid arthritis, head and neck cancers, and Sjogren's syndrome — an immune system disorder that causes dry mouth." As it relates to children, "poor oral health results in missed activity and school days, poor school concentration due to dental pain, infection risk, speech and eating difficulties, and increased risk of poor oral health in adulthood." Source: A Perfect Smile Comes at a Cost: How Poverty and Food Insecurity Cement Disparities in Oral Health. To improve conditions brought on by poor oral health, Seton Center will provide services including: cleanings, screenings, fillings, prophylaxis, root planing and scaling, root canals, crowns, pulpotomy, extensive extractions and partial/complete dentures, in-school screenings and in-clinic treatment. By providing dental services to our Jackson County residents, Jackson County will benefit by having residents who are free from oral pain and are healthier. Healthier residents cost the community less by avoiding emergency room visits and more expensive health care costs. Healthier residents are also better able to be more productive by attaining and retaining employment. As for children, they are better able to concentrate in school, therefore, improving school performance and increasing their chances of succeeding in life.

**Describe target population to be served:** The target population will be those who live in Jackson County, MO, meet federal poverty guidelines, are uninsured/underinsured and present with critical oral health conditions. Many of our clients present with severe periodontal disease and multiple decayed teeth that need immediate attention to be filled or pulled. Prior to coming to Seton Center, the majority of our clients either did not have a toothbrush, or if there was a toothbrush in the house, it was used by the entire family. They have not had the resources for dental care and living with dental pain became a way of life. Seton Center provides services to all eligible patients regardless of age, race, ethnicity, cultural, disability, educational level or background, employee status, family status, function, gender, language, national origin, religion, sexual orientation or veteran status.

**What are the qualifications for participants:** With funding for dental services, Seton Center will ensure access for up to 275 Jackson County residents who are ineligible for coverage from any other source. We will offer consistent oral health services and education to adults, children, and special needs populations as well as in-school oral health services, filling the gap in prevention and oral health services for the under/uninsured and impoverished individuals.

**Check if your services are available to anyone:** Yes

**Do you maintain a database of participants:** Yes

**Number of participants from Jackson County:** 275

**Number of participants from Other Areas:** 0

**Total Number of participants:** 275

# 2019 Jackson County Outside Agency Funding Proposal Seton Center Dental Care for the Needy in Jackson County

Seton Center  
Dental Care for the Needy in Jackson County  
May 14 2019  
Page 2

## Outcomes

**Outcome:** Seton Center will identify individuals residing in Jackson County who are not currently receiving oral health care. New patients will go through an individualized assessment followed by treatment.

**How will outcome be measured:** Outcomes will be measured through EagleSoft Software

**Outcome:** Seton Center will provide dental services for serious oral health issues that need immediate attention. Without funding from Jackson County, this level of care will be cost-prohibitive.

**How will outcome be measured:** Outcomes will be measured through EagleSoft Software

**Outcome:** Seton Center will target impoverished special needs populations living in Jackson County including, but not limited to individuals with physical impairments, behavioral disorders, those suffering from chronic health conditions and individuals recently released from prison.

**How will outcome be measured:** Outcomes will be measured through EagleSoft Software

**Is this program Health and Safety: Yes**

Type of Service	
Basic Needs	
Educational	
Emergency Assistance	
Mental Health	
Recreational	
Support Services	Yes

**What Jackson County Legislative Districts are served by this program:**

Countywide: Yes

**2019 Jackson County Outside Agency Funding Proposal  
Budget as Awarded  
Seton Center  
Dental Care for the Needy in Jackson County**

Seton Center  
Dental Care for the Needy in Jackson County  
May 14, 2019  
Page 4

**Total 2019 Program Budget Award: \$35,000**

<b>Salaries</b>						
Category	Job Title	Description of Position	Salary Awarded	Total Salary	Fringe Benefit	Fringe Awarded
Salary & Fringe Totals			\$0	\$0		\$0

<b>Direct &amp; Indirect Expenses</b>				
Category	Name	Description	Amount Awarded	Total Expense
Direct Client Services	Client Services (Meals, Pantry Item, Medical/Dental including Indigent Care, incentives)	Dental Services	\$35,000	\$925,865
<b>Total</b>			<b>\$0</b>	<b>\$0</b>

Program sustainable without Jackson County Funding	<b>Yes</b>
Total Cost to Run Program WITHOUT Jackson County Funding	<b>\$925,865</b>
Cost/Participant	<b>\$145.45</b>
JACO Funding/Total Program Cost	<b>04%</b>

**2019 Jackson County Outside Agency Funding Proposal  
Budget as Awarded  
Seton Center  
Dental Care for the Needy in Jackson County**

Seton Center  
Dental Care for the Needy in Jackson County  
May 14, 2019  
Page 5

Document type: insurance  
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Document type: goodstanding  
Name: [certificate-of-good-standing.pdf](#)

Document type: 501  
Name: [seton-center-501c3.pdf](#)

Document type: balance  
Name: [balance-sheet-2018-2017.pdf](#)

Document type: income  
Name: [income-statement-junc-2018.pdf](#)

Document type: cashflow  
Name: [cash-flows-2018-2017.pdf](#)

Document type: registration  
Name: [registration-report.pdf](#)

Document type: irsw9

Name: [2019-w-9.pdf](#)

Document type: irs990

Name: [seton-center-2018-990.pdf](#)

Document type: taxreceipt

Name: [2018-tax-exemption.pdf](#)

Document type: audit

Name: [seton-center-inc.audit-2018.pdf](#)

Document type: fourthquarter

Name: [seton-center-4th-quarter-and-annual-report.pdf](#)

Document type: annualreport

Name: [seton-center-4th-quarter-and-annual-report.pdf](#)

WORK AUTHORIZATION AFFIDAVIT

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

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

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

This affidavit affirms that **Seton Center**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Seton Center**, 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.)

*Paul D. Hoffman*  
Authorized Representative's Signature  
CEO  
Title

PAUL D. HOFFMAN  
Printed Name  
5/21/2019  
Date

Subscribed and sworn before me this 21<sup>st</sup> day of May, 2019. I am commissioned as a notary public within the County of Clay, State of MISSOURI, and my commission expires on April 14, 2023.

*Rheuan Collingsworth*  
Signature of Notary

5/21/19  
Date

