AGREEMENT (Housing Resources Commission)

THIS AGREEMENT, made by and between JACKSON COUNTY, MISSOURI, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, acting by and through its Housing Resources Commission, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, HILLCREST MINISTRIES PO BOX 901924 KANSAS CITY, MO 64190, hereinafter referred to as "Contractor".

WHEREAS, on June 4, 1991, the voters of Jackson County authorized the County Legislature to impose a \$3.00 user fee on all instruments recorded with the County's Department of Records, the proceeds of which fee is to be used to provide funds for assistance to homeless persons; and,

WHEREAS, the County actually imposed said fee by Ordinance No. 1986, dated June 10, 1991; and,

WHEREAS, by Ordinance No. 2030, dated September 3, 1991, the Legislature created the Housing Resources Commission and designated said Commission as the agency of the County responsible for determining the allocation and distribution of the proceeds of the user fee; and,

WHEREAS, the Commission has reviewed Contractor's proposal for the expenditure of County user fee funds for the purpose of providing assistance to homeless persons in Jackson County; and,

WHEREAS, the Commission has determined that it is in the best interests of the County's citizens to provide funding to Contractor according to the terms and conditions hereof;

FILED

JUL 1 8 2019

MARY JO SPINO
COUNTY CLERK

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

- 1. <u>SERVICES</u>. Contractor shall use the proceeds of this Agreement solely for the purpose of providing assistance to homeless persons in Jackson County, Missouri. Contractor agrees to use the funds as set out on the Housing Resources Commission Funding Request Form, attached hereto as Exhibit A. 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. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Housing Resources Commission no later than October 31, 2019. Any changes to the budget must be approved by the Jackson County Legislature.
- 2. TERMS OF PAYMENT. The County shall pay to Contractor a total amount not to exceed \$10,000.00 for the purpose of providing assistance to homeless persons in Jackson County, Missouri. One quarter of this sum, or \$2,500.00, shall be paid to Contractor on a quarterly basis for the periods ending March 31, 2019, June 30, 2019, September 30, 2019, and December 31, 2019, upon receipt of Contractor's invoice and supporting documentation, provided that Contractor has submitted to the County the report(s) required under Paragraph 3 and Paragraph 5 hereof. Each quarter's payment will be issued after Contractor has submitted the required invoices and supporting documentation for reimbursement. 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. Under this Agreement, Contractor shall submit appropriate reports, including copies of invoices and cancelled checks and/or a copy of the face of the check and corresponding bank statements and other documentation, as requested by the Housing Resources Commission staff to show that funds paid to Contractor by the County are being used for the purpose of providing assistance to homeless persons in Jackson County, Missouri. If the reports submitted do not satisfactorily demonstrate appropriate expenditures of County funds, payments are subject to downward adjustment to reflect the amounts actually spent on allowable services provided during the previous quarter. The final request for payment shall include a Quarterly Report and an Annual Report, which shall set out the program objectives and accomplishments, and a final reconciliation of funds. Section 67.1071, R.S.Mo., specifically requires the Annual Report to include "statistics on the number of persons served by the agency, and shall include the results of an independent audit of expenditures of funds received by Contractor pursuant to this Agreement. Failure to submit said reports, including the Annual Report, shall result in the loss of 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. MAINTENANCE OF ACCOUNTS. The parties recognize that this funding by the County serves to improve the quality and effectiveness of homelessness programs in Jackson County, Missouri. It is, therefore, declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Contractor in its normal duties, and that none of the funds paid by the County pursuant to this Agreement shall serve to reduce any funds budgeted, or to be budgeted, by Contractor for operations as they exist at the time of this Agreement. Contractor shall not commingle the County's funds and shall keep funds received under this Agreement separate from all other Contractor funds and accounts until expended as herein provided.
- 5. <u>SUBMISSION OF DOCUMENTS</u>. No payment shall be made under this Agreement unless Contractor 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) Contractor's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Contractor'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 Contractor has previously received funding from the County, to be eligible for future payments, Contractor must submit either an audited financial statement for Contractor'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 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 Contractor is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Contractor and assessed by the County.

- 6. <u>EQUAL OPPORTUNITY</u>. 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.

- 7. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED.** Pursuant to §285.530.1, RSMo, Contractor 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, Contractor 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.
- 8. AUDIT. The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Contractor pertaining to its finances and operations. Further, Contractor 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.
- 9. **DEFAULT**. If Contractor shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Contractor, the County shall give Contractor ten days written notice, setting forth the default. If said default shall continue and not be corrected by Contractor 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 Contractor. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

10. APPROPRIATION OF FUNDS. Contractor and the County recognize that the County intends to satisfy its financial obligation to Contractor 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 Contractor 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.
- 11. <u>CONFLICT OF INTEREST</u>. Contractor 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.

- 12. **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.
- 13. <u>INDEMNIFICATION</u>. Contractor 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 Contractor during the performance of this Agreement.
- 14. **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.
- 15. **TERM**. The term of this Agreement shall be effective as of January 1, 2019, and shall continue until December 31, 2019, unless sooner terminated pursuant to paragraph 9, 16, or 20 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.
- 16. **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.
- 17. <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.

18. **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 & Purchasing 415 E. 12th Street, Suite 100 Kansas City, MO 64106 Hillcrest Ministries Lu Ann Ross PO Box 901924 Kansas City, MO 64190 (816) 694-7849

- 19. **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.
- 20. **REMEDIES FOR BREACH**. Contractor agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Contractor's failure to do so constitutes a breach of this Agreement. In such event, Contractor consents and agrees as follows:
 - A. The County may, without prior notice to Contractor, immediately terminate this Agreement; and
 - B. The County shall be entitled to collect from Contractor all payments made by the County to Contractor for which Contractor 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.

- 21. 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.
- 22. 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.
- 23. **CONFIDENTIALITY**. Contractor'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.
- 24. **INFORMATIONAL REPORTING**. A representative of Contractor shall attend meetings of the County Legislature and the Housing Resources Commission when so requested by either of the above-referenced entities. The representative shall be prepared to answer any questions concerning payments made pursuant to this Agreement.
- 25. **SURPLUS FUNDS**. Any surplus funds not spent at the end of this Agreement term shall be returned to the County by the fifteenth of the month following the termination of this Agreement. These funds shall not be subject to reappropriation. The term "surplus funds" refers only to those funds that have not been committed for costs or

purposes by purchase order, contract, or other formal documentation within the Agreement term.

- 26. **PERFORMANCE REVIEW**. The performance of this Agreement shall be subject to review by the County or its designated agent. The County's Housing Resources Commission Director shall review the performance of this Agreement according to his/her responsibilities. Contractor agrees to file all required forms with the Housing Resources Commission Director. The Housing Resources Commission may provide to Contractor a list identifying specific areas funded by the proceeds of this Agreement to be reviewed or audited. The Housing Resources Commission and Contractor shall agree on the definition and scope of a review audit of each specific area identified. Contractor shall conduct internal review of each specific area identified and shall provide its findings to the Commission. The parties recognize that all books, records, accounts, and any other documents in the possession of the County relative to the funding of this Agreement, are public records and open for inspection and photocopying in accordance with Chapter 610, R.S.Mo.
- 27. **DISCONTINUANCE OF PROGRAM**. In the event Contractor should elect to discontinue this program, or file for bankruptcy, or participate in a reorganization, or go out of existence, or should a court of competent jurisdiction render a final decision in any way invalidating this Agreement or its purposes, Contractor shall remit any proceeds of this Agreement as are unexpended to the County.
- 28. <u>COMPLIANCE WITH RFP</u>. At all times in connection with the performance of its services hereunder, Contractor agrees to comply with and abide by the General Conditions, Specifications, and Guidelines contained in the County's RFP No. 92-17.

Failure to comply with the terms of the RFP shall be a breach, remediable under Paragraph 20 hereof. In the event of a conflict between any provision of this Agreement and a provision of the County's RFP No. 92-17, the provision of this Agreement shall govern.

29. **INCORPORATION**. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Contractor have executed this

Agreement this / 8

day of

, 2019.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

County Counselor

By_____Frank White, Jr.

County Executive

ATTEST:

HILLCREST MINISTRIES OF MID

AMERICA

Mary Jo Spino

Clerk of the Legislature

By__ Title

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 \$10,000.00, which is hereby authorized.

Date

Director of Finance and Purchasing

Account No.043-7001-56789

70012019008

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2019 HOUSING RESOURCES COMMISSION FUNDING REQUEST

415 E 12th Street, 2nd Floor Kansas City, MO 64106 Email: hrc@jacksongov.org

Total Amount	Requested: \$ 10,000		gency Request usly Funded		
Name:					
Hillcrest Ministries of MidAmerica, Inc.					
Address:	City:	State:	Zip Code:		
PO Box 901924	Kansas City	MO	64190		
Phone No:	Website:				
(816) 664-7849	www.hillcrestkc.org	g			
Federal Tax ID No:					
20-3093292	Fiscal Year	Cycle:	1/1-12/31		
Executive Director/President:	Phone No.	Email:			
Tom Lally, President and CEO	(816) 994-6934	tom@	hillcrestkc.org		
Principal Contact:	Phone No.	Email:			
Lu Ann Ross, Vice President of Programs	(816) 600-2681	lross@	hillcrestkc.org		
Please classify your programs primary function from the following types of services: Permanent Housing Emergency Assistance Transitional Housing Emergency Shelter Other					



Domestic Violence Board

Agency Name: Hillcrest Ministries of MidA

Program: Transitional Housing for th

2018 2019 **Funding Entity** Source Description Actual Projected Federal Continuum of Care, Emergency Solutions & CDBG \$400,000 State Jackson County HRC \$ 10,000 \$ 10,000 City of Kansas City Charity/Donations Individuals, Foundations, Churches, Corporations, thrift Fundraisers Special Events - Gala \$ 164,302 \$ 180,000 Restricted NAP/AHAP credits Other \$ 174,302 \$ 590,000 Does your agency have cash reserves? If so, what is the current balance? \$ 100,000 Please check all Jackson County sources your agency received funding from in 2018: Board of Services for Developmentally Disabled Housing Resources Commission COMBAT Mental Health Levy

List partnerships with other Jackson County homeless services agencies:

Active member of the Greater Kansas City Continuum of Care, work with Synergy, reStart, Hope House, Rosebrooks

Outside Agency



Section B 2019 Program Budget Request

Agency Name: Hillcrest Ministries of Mid

Program: Transitional Housing for t

Direct Expenses Max Allowed **Amount** Check if Used wi by JaCo Requested **Matching Funds** \$50 Per Night Per Client **Shelter Assistance** # Clients Total # Clients \$300 Per Year Per Client Served with Your Program Serves \$100 Per Night Per Family JaCo Funds # Nights **Bed Nights** \$500 Per Year Per Family Transitional Housing 750 x 90 15750 **Emergency Shelter** Client Mortgage Once Per Year Per Client Client Rent Once Per Year Per Client Client Utilities \$300 Per Client \$50 Per Client Client Transportation \$100 Per Family \$50 Per Client Food \$100 Per Family \$50 Per Client Clothing \$100 Per Family Other: Please Detail Below **Total Direct Expenses** \$ 0 **Indirect Expenses** Salaries \$ 10,000 Case Manager Fringe Benefits Other: Please Detail Below **Total Program Cost** Total program cost regardless of \$ 1,702,947 Jackson County Funding you are requesting **Total Indirect Expenses** \$ 10,000 \$10,000 **Total Request for Funding** \$ 2,270

Agency Name: Hillcrest Ministries of MidArr

Program: Transitional Housing for the Homeless

Primary Program Type

Shelter Assistance

Assistance Type

Case Manager Sala -

Is this program sustainable without Jackson County's funding.

	1	YES
- 1		

NO

Detail the main objective of the program.

Hillcrest Ministries of MidAmerica provides transitional housing and rapid-rehousing programs for homeless youth, adults and families in the Greater Kansas City Area; this proposal will fund 20% of the salary of a full-time case manager for the Jackson County transitional housing program at Hillcrest. The Jackson County program serves an average of 175 children, youth and adults per year through the Lee's Summit, Independence and Sugar Creek transitional housing facilities, and an additional 500+ households through non-residential services. Transitional and rapid re-housing program services provided in Wyandotte, Johnson, Clay, Clinton and DeKalb Counties are included in the overall agency budget, but are not funded by this proposal request.

Hillcrest will provide private apartment style transitional housing for an average of 175 homeless children and adults in Jackson County. While in the program, each household will attend life skills classes in order to be trained to problem solve, eat nutritiously, parent their children, communicate effectively and budget their money. They will also be linked with the community resources of other social service agencies to help meet their basic need if such resources are not readily available on-site at Hillcrest. Additionally, families will receive free auto repair, dental care, medical care, haircuts, tutoring and more from community volunteers. The entire program utilizes the strength-based case management model, with all services coordinated by the staff case manager.

How does your program measure success? Over what period of time?

Clients will be provided transitional housing residential services and supportive services free of cost, for an average of 90 days, to assist them in breaking the cycle of homelessness and poverty, and achieve self-sufficiency. Clients receiving non-residential supportive services only must be program graduates and can access services for up to 5 years. Referral resources are provided and tracked utilizing internal spreadsheets and homeless management information system (HMIS). Hillcrest will utilize pre and post program surveys of clients, record data in HMIS (locally Caseworthy) and client files, to track data and evaluate successes/improvements.

Performance measures: 2 of every 3 families housed will move from homelessness to self-sufficiency; 100% of clients will complete both an Individual/Household Goal and Service Plan, and achieve at least one objective on their Goal Plan. If these standards are met, the program will be deemed successful.

Agency Name: Hillcrest Ministries of Mic

Target Population

Program: Transitional Housing for

Describe target population and demographics to be served. Homeless households, including youth, single males and females, couples without children, female heads of household, and families with children. No restrictions are placed on clients based on age, race, ethnicity, gender, sexual orientation or marital status. Clients must be homeless/at imminent risk Are your services available to anyone? Yes If not, please check criteria used for the participants you serve and explain below. Veterans Income Substance Abuse Geographic Gender Other Homeless Family location Status Explain: The transitional housing facilities are governed by income restrictions (50% of area median income). The program only serves homeless households or those at imminent risk of homelessness. Service Delivery Area Identify your specific service delivery area by zip code or geographical boundary. The HRC program serves Jackson County (Lee's Summit, Independence and Sugar Creeek, MO) Yes No Is your agency a member of MAAC Link? Do you participate in Full Continuum of Care? Do you keep a list of participants for this program? Identify the number of clients this program serves. Total # served # served from Jackson County # served from Other Areas 750 175 575

Unduplicated

Duplicated

Are these Clients:

Agency Name: Hillcrest Ministries of Mic

Program: Transitional Housing for

Outcomes

List up to 5 outcomes related to this program. 1. To provide transitional housing to the homeless	Please check if the outcome is measurable.
2. To provide supportive services to the homeless	
3. To move 2/3 of homeless served to self-sufficiency	V
4. To have every household complete a Goal Plan	
5.	
Summary Your application will not be considered complete without answ the requirements listed below to complete the funding request	ering all guestions. All applicants and a usu
Please check the box acknowledging you understand your org	anization's responsibility to the following.
Reviewed the Non-Allowable Expenses Reviewed Executive Order 04-18 to deem your ag approved. Include the Jackson County Logo and credit Jacks HRC Office with copies.	pency in compliance if funding is awarded and
our organization will submit the following with the HRC Propo Certificate of Liability Insurance valued at a minimular annual aggregate Missouri Secretary of State Certificate of Good State Missouri Secretary of State Annual Registration Registrati	um of \$1 million per occurance or \$2 million
Signature: Tom Lally, President and CEO	
Date Submitted: 04/25/2019	
SAVE	
PRINT	

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 Hillcrest Ministries of Mid America, 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, Hillcrest Ministries of Mid America, 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

Authorized Representative's Signature

Title

Subscribed and sworn before me this commissioned as a notary public within the County of and my commission expires on Date

Signature of Notary

Date

Date