



**HOUSING SUBCONTRACT AGREEMENT  
CASAS PRIMERAS PROJECT  
THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)**

**CONTRACT: JCPHACC**

**FY13/14**

1. **"CPSA":** Community Partnership of Southern Arizona  
4575 E. Broadway Blvd.  
Tucson, AZ 85711  
Neal Cash, President/Chief Executive Officer
2. **"CONTRACTOR":** The Housing Authority of Cochise County  
100 Clawson Ave. 1<sup>st</sup> Floor  
P.O. Box 167  
Bisbee, Arizona 85603  
Anita M. Baca, Executive Director & Jennifer Ryan, Chair

**A. PURPOSE**

1. Casas Primeras Supportive Housing Continuum of Care (CoC) is a permanent housing program funded through the Department of Housing and Urban Development (HUD) and is authorized by Title IV of the Stewart B. McKinney Homeless Assistance Act, Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009. Casas Primeras Project is designed to link rental assistance to supportive services for hard-to-serve chronically homeless individuals with disabilities, primarily who have been diagnosed with a serious mental illness (SMI), have addiction disorders or both. The housing and support services provided through this program are designed to integrate an individual into the community, to provide appropriate support, and to enhance the individual and/or family's ability to reach self-sufficiency.
2. Casas Primeras Project is administered through the Arizona Department of Housing (ADOH). ADOH is the recipient of this grant and Community Partnership of Southern Arizona (CPSA) is the subrecipient. CPSA is responsible for providing, directly or through subcontracted arrangements, rental assistance and housing support services to individuals and families meeting chronically homeless and other eligibility criteria. CPSA Subcontracts with The Housing Authority of Cochise County as the Rental Assistance Administrator, and Compass-SAMHC as the housing support service provider.

**B. CONTRACT TERM**

The term of this Subcontract begins on December 1, 2013 and shall remain in full force and effect, subject to the terms hereof, until June 30, 2014, unless sooner terminated as provided herein.

**C. TERMS OF THE CASAS PRIMERAS PROJECT SUBCONTRACT**

The tenant-based Casas Primeras Project is designed to provide the Participant the greatest flexibility in locating and securing his/her own housing unit. The Participant shall select a unit that does not exceed fair market rents (utilities included) and meets compliance with the Housing Quality Standards (HQS) inspection, the safety standard set by the Department of Housing and Urban Development as acceptable for the passing or failure of a unit. The Participant will sign the lease of the selected unit once all qualifiers have been met.



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**1. Contractor shall:**

- a. Effective December 1, 2013 the Contractor, will serve as the Rental Assistance Administrator and agrees to provide administration of rental assistance for Casas Primeras Project for a minimum of twenty-two (22) dwelling units in Cochise County. CPSA may increase the number of dwelling units assigned if funding is available. HACC is not expected to add participants if funding amount has reached capacity
- b. Schedule and perform rental assistance administration including rental payments, Housing Quality Standards (HQS) Inspections and Rent Reasonable Certifications (RRC) for new units, annual renewals, and special circumstances.  
Note: No Compass-SAMHC Housing Liaison is required to be present during the initial HQS Inspections.
- c. Complete Tenant Income Certifications (TIC) and related forms.
- d. Execute Housing Assistance Payments contracts with the landlords, and assist Participants with tenant and landlord lease signing.
- e. Conduct annual recertifications of Participant and unit eligibility.  
Note: It is preferred that a Compass-SAMHC Housing Liaison is present during recertification and special request HQS Inspections.
- f. Establish and maintain relations with local landlords and property managers.
- g. Notify the Compass-SAMHC Housing Liaison immediately if a member has any challenges while in housing.
- h. Submit monthly requisition and reporting form.

**2. CPSA shall:**

- a. Oversee operations of the entire program and report activities to Arizona Department of Housing (ADOH).
- b. Coordinate activities with Compass-SAMHC for outreach, participant applications and housing.
- c. Make monthly reports to ADOH as required by the CoC rules and regulations.
- d. Approve program applicants and participant exits.
- e. Receive Request for Payment form, and any supporting documentation
- f. CPSA may increase the number of dwelling units assigned if funding is available.
- g. Submit Annual Performance Report (APR) to ADOH.

**3. CPSA has contracted with Compass-SAMHC to perform the following duties under Casas Primeras Project:**

- a. Assist the Participant with the application process: Compass-SAMHC will send CPSA the Participant's initial application paperwork (SMI and/or disability determination, homeless certification, housing program agreement, release of information and enrollment form).



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- b. Assist the Participant when selecting housing unit, if needed.
- c. Coordinate with HACC to complete the HQS Inspections, RRC, Tenant Income Certification and tenant lease. No Compass-SAMHC Housing Liaison is required to be present during initial inspections. It is preferred that a Compass-SAMHC Housing Liaison is present during recertification and special request HQS Inspections.
- d. Obtain Recertification paperwork that includes Program Agreement, Authorization for Disclosure of PHI, ADOH Housing Program Participant Satisfaction Survey, Release of Information for HMIS (if needed), Completed and entered HMIS Self-Sufficiency Matrix, Updated ISP.
- e. Outreach to Cenpatico providers explaining the program and announcing program openings.
- f. Attend Cenpatico Housing Quarterly, Balance of State, CPSA and HACC housing meetings or meetings as needed.
- g. Complete exit documentation.
- h. Maintain files including updated ISP and copies of all communication with Participant, Participant's case manager and HACC.

**4. New Participant Eligibility**

Compass-SAMHC will determine the eligibility of the new participants. The prospective Participant must meet the following criteria:

- a. Enrolled as a Cenpatico member.
- b. Chronically homeless, as defined by HUD Guidelines, with a diagnosis of serious mental illness, co-occurring diagnosis of serious mental illness/substance abuse, or disabling substance abuse; and
- c. Able to maintain independence in the community with appropriate supportive services.
  - i. Allow a Compass-SAMHC representative to be on the participant's Cenpatico's behavioral health care team.

**5. Payment Terms**

On a monthly basis, the Contractor is required to submit a Monthly Requisition and Reporting Form (Attachment B) detailing the name, address, and social security number of each program Participant along with the amount of HAP payment, security/application costs and damages and vacancy loss expenses incurred by the Participant.

CPSA will make payment to the Contractor for the rental assistance as outlined and agreed to in this Subcontract. Payment terms will be as follows:

Lump Sum Payment for December 2013	\$24,000.00
December 2013 –June 2014	Monthly reimbursement for actual costs, and administrative fees as reported on



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Payment Remittance:

the Monthly Requisition and Reporting  
Form

Housing Authority of Cochise County  
PO Box 167  
Bisbee, AZ 85603

Total reimbursement maximum for the period of December 1, 2013 through June 30, 2014 is \$97,000.

**6. Payable Expenses:**

- a. Rental Assistance: The remaining amount of the contract rent (including utility allowance) after the Participant has paid his/her portion. If a program Participant enters the program without an income, the full contract amount will be reimbursed.
- b. Security Deposits: The grant funds will reimburse up to one (1) month's contracted rent amount. A security deposit can only be paid once per Participant.
- c. Application Fee: The grant can pay an application fee if the tenant moves into the unit. The security deposit plus the application fee cannot exceed an amount equal to one month's contract rent. Application fees are to be included in the security deposit column when submitting billing for reimbursement.
- d. Damages: The grant allows for damages up to one (1) month's contracted rent and shall be noted under "damages/deposit" on the billing statement. This shall be paid only once per tenant.
- e. Vacancy Loss: In the event that a Participant leaves the Casas Primeras Project and vacates the property before the terms of the lease expire, grant funds not to exceed one (1) month's contracted rent may be utilized to pay for vacancy loss. Vacancy loss does not include a separate utility allowance. Vacancy loss can only be paid once per Participant.
- f. Rent Increases: Contractor shall obtain written documentation from the landlord of the date and amount of the rent increase. Contractor's HQS Inspections inspector will document that the housing unit remains rent reasonable with the increase.
- g. Administrative fees: Contractor will be reimbursed for \$52.58 x number of units leased /per month.

**D. PROGRAM REQUIREMENTS**

1. Each Participant of HUD Supportive Housing programs must pay rent in accordance with Section 3(a)(1) of the U.S. Housing Act of 1937, which is the highest of:
  - i. Thirty percent (30%) of the individual's gross monthly income minus adjustments (adjustment factors include disability and medical expenses); or
  - ii. Ten percent (10%) of the individual's gross monthly income



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2. **Reporting Requirements:** Contractor will submit to the CPSA Housing Department on a monthly basis, by the 5th working day of the month, the Monthly Requisition and Reporting Form (Attachment B). Documentation (Casas Primeras Project paperwork) to include leases and Tenant Income Certifications.
3. Contractor agrees to comply with the provisions contained in the CoC Rules and Regulations and any revisions thereto.
4. **Participant Termination:** Prior to making the final determination on an exit of a Participant from a HUD Supportive Housing Program, Compass-SAMHC in collaboration with HACC will notify CPSA in writing to explain the circumstances leading up to the possible termination and the attempts made to resolve the situation.
5. **Subjection of Subcontract Agreement:** The terms of this Subcontract shall be subject to the applicable material terms and conditions of the contract existing between CPSA and the State of Arizona Department of Housing for the Casas Primeras Project.

**E. ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)**

Contractor agrees to administer rental assistance to all Participants regardless of acuity and including those who are diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or who are HIV Infected.

**F. PAYMENT**

CPSA will render payment within fifteen (15) days of receipt of complete and accurate monthly reports, request for payment forms, and all supporting documentation. If CPSA has not received the Contractor's monthly reporting requirements by the fifth (5th) working day following billing month end, CPSA will withhold all payments until the delinquent reports and supporting documentation are received. Payment will be withheld if the Contractor is out of compliance with this contract or regulations implementing Supportive Housing Programs in the Code of Federal Regulations at 24 CFC 583.100 – 583.500.

**G. AVAILABILITY OF FUNDS**

Payments made by CPSA to the Contractor pursuant to this Subcontract are conditioned upon the availability of funds to the Arizona Department of Housing and in turn to CPSA from the Arizona Department of Housing of funds authorized for expenditure in the manner and for the purposes provided herein. Neither CPSA nor the ADOH shall be liable for any purchases or obligations incurred by the Contractor in anticipation of such funding. The two previous sentences shall not, however, relieve CPSA from any obligation to pay for services once and to the extent same are rendered pursuant to this Subcontract. All of Contractor's obligations in this Agreement are contingent upon receipt and availability of funds. Contractor's financial obligations pursuant to this Agreement shall not exceed the amount of funds received.



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**H. TERMINATION OF SUBCONTRACT**

**1. Termination:**

- a. Termination Upon Mutual Agreement: This Subcontract may be terminated by mutual written agreement of the parties effective upon the date specified in the written agreement.
- b. Termination for Convenience: CPSA and the Contractor, in addition to other rights set forth elsewhere in this Subcontract, reserve the right to terminate this Subcontract in whole or in part, without cause, effective 60 days after mailing written notice of termination, by certified mail, return receipt requested.
- c. Termination for Default: CPSA, in addition to other rights set forth elsewhere in this Subcontract, may at any time terminate this Subcontract in whole or in part if CPSA determines that the Contractor has failed to perform any material requirement hereunder and is not cured within 30 days of receipt of written notice thereof (such period shall be reduced to three (3) days in the event of a failure that may pose a threat to Members or personnel of the Contractor).

Likewise, Contractor, in addition to other rights set forth elsewhere in this Subcontract, may at any time terminate this Subcontract in whole or in part if Contractor determines that the CPSA has failed to perform any material requirement hereunder and is not cured within 30 days of receipt of written notice thereof (such period shall be reduced to three (3) days in the event of a failure that may pose a threat to Members).

- d. Continuing Performance: The Contractor shall continue the performance of this Subcontract to the extent not terminated under the provisions of this Section.

**I. SUSPENSION/DEBARMENT**

CPSA may also terminate this Subcontract in whole or in part if, during the term of this Subcontract, the Contractor is listed on the Master List of Debarments, Suspensions and Voluntary Exclusions maintained pursuant to Arizona Administrative Code Section R2-7-933. In such case, CPSA shall transmit written notice of termination to the Contractor by certified mail, return receipt requested, and this Subcontract shall be terminated effective upon receipt thereof by the Contractor or such later date as is specified in the notice.

**J. MAINTENANCE AND AVAILABILITY OF RECORDS**

Pursuant to A.R.S. 35-214 the Contractor shall maintain and retain all books, accounts, reports, files and other records related to this Agreement for a period of five years following contract expiration and termination. Such records shall be furnished and available for inspection at all reasonable times during the period specified above by the U.S. Department of Housing and Urban Development, the Controller General of the United States, the State of Arizona or any authorized representative of the Housing.



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**K. AUDIT**

Contractor shall assist CPSA in complying with Federal audit requirements set forth in 24 CFR Part 84, and State requirements set forth in A.R. S. 35-181.03.

**L. FEDERAL GOVERNMENT LIABILITY**

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement

**M. OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS**

Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by the Arizona Department of Housing for Casas Primeras Project activities are solely from federal funds made available to Housing for this purpose.

**N. INDEMNIFICATION**

Contractor shall indemnify, defend and save harmless, CPSA, ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suites, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by CPSA, ADOH or the State of Arizona on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of the Agreement, to arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability compensation claims of employees of Recipient or its subcontractors or claims under similar laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of CPSA, ADOH, the State of Arizona or its employees.

**O. UNALLOWABLE USE OF FUNDS**

Contractor, its officers, employees and agents, shall not utilize any federal funds under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

**P. INTEREST OF ARIZONA DEPARTMENT OF HOUSING AND OTHERS**

No officer or employee of HACC or CPSA and no employee, agent, consultant, officer, or public official of the Contractor who exercise or have exercised any functions or responsibilities with respect to activities assisted hereunder, may obtain a financial interest or benefit from any activity assisted hereunder, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or one year thereafter.



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**Q. NON-DISCRIMINATION**

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the American with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

**R. APPENDICES/SCHEDULES/ATTACHMENTS**

This Subcontract includes and incorporates by reference the following:

1. Schedules:

Schedule I: Contract Deliverables

2. Attachments:

Attachment A: Definitions

Attachment B: Monthly Requisition and Reporting Form

Attachment B1: Casas Primeras Payment Request Form

Attachment C: HACC Application Checklist Form

Attachment D: Annual Recertification Checklist Form

Attachment E: Request for Taxpayer Identification Number and Certification Form

3. Online Resources:

Resource 1: CPSA Housing Manual. Retrieved from  
<http://www.cpsaarizona.org/providers/Pages/Housing.aspx>

**S. ENTIRE AGREEMENT**

This Subcontract and its attachments, including all amendments, modification and material incorporated by reference, shall constitute the entire agreement between the parties, and supersedes all other understandings, oral or written.



**COMMUNITY PARTNERSHIP**  
of Southern Arizona

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**T. BINDING EFFECT**

This Subcontract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

<b>RBHA:</b>	Community Partnership of Southern Arizona
Signature:	
Print Name and Title:	Neal Cash, President/Chief Executive Officer
Date:	
<b>CONTRACTOR:</b>	The Housing Authority of Cochise County
Signature:	<i>Jennifer Ryan vice chair</i>
Print Name and Title:	Jennifer, "Ginger" Ryan, Chair, Housing Authority
Date:	<i>1-16-14</i>
<b>CONTRACTOR:</b>	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Ann English, Chair
Date:	
Attest:	
<b>CONTRACTOR:</b>	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Arlethe Rios, Clerk
Date:	



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<b>RBHA:</b>	Community Partnership of Southern Arizona
Signature:	
Print Name and Title:	Neal Cash, President/Chief Executive Officer
Date:	
<b>CONTRACTOR:</b>	The Housing Authority of Cochise County
Signature:	<i>Jennifer Ryan Vice Chair</i>
Print Name and Title:	Jennifer, "Ginger" Ryan, Chair, Housing Authority
Date:	<i>1-16-14</i>
<b>CONTRACTOR:</b>	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Ann English, Chair
Date:	
Attest:	
<b>CONTRACTOR:</b>	Cochise County Board of Supervisors
Signature:	
Print Name and Title:	Arlethe Rios, Clerk
Date:	



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**SCHEDULE I  
CONTRACT DELIVERABLES**

Community Partnership of Southern Arizona				
Reference	Deliverable	Due Date	Submit to	Form Required (x)
Casas Primeras Contract	<ul style="list-style-type: none"> <li>• Monthly Requisition and Reporting Form.</li> <li>• Payment Request Form</li> </ul>	By the 5th working day following month end	CPSA Housing	X
Casas Primeras Contract	Documentation <ul style="list-style-type: none"> <li>• Lease</li> <li>• Tenant Income Certification (TIC)</li> </ul>	By the 5th working day following month end	CPSA Housing	X



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**ATTACHMENT A  
Definitions**

As used throughout this Subcontract, the following terms shall have the meanings set forth:

1. **“Applicant”** refers to a person in the process of applying for rental assistance with CPSA. A person is considered an Applicant until their eligibility for participation in this housing assistance Program is verified by CPSA.
2. **“Contract rent”** refers to the full monthly market rent of a unit.
3. **“Chronically Homeless”**
  - a. An individual who:
    - i. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
    - ii. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and
    - iii. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;
  - b. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
  - c. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
4. **“CPSA”** refers to the entity that prospectively rents to a Program Participant.
5. **“Compass-SAMHC”** refers to the entity responsible for coordinating the referral of Applicants from PNO’s to the housing program and establishing, monitoring and directing the Wait List for the program.



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6. **“Disabled”** A homeless person with a disability must have at least one of the following conditions:
- A physical, mental, or emotional impairment of long-continued duration, impeding the ability to live independently, and of a nature that could be improved by more suitable housing
  - A developmental disability
  - AIDS or related diseases

Key to the definition of disability is determining that the impairment is of long-continued or indefinite duration and substantially impedes the person’s ability to live independently. For example, drug or alcohol abuse or an HIV/AIDS condition that does not substantially impede a person’s ability to live independently does not qualify as a disability for this project. Written documentation that a person’s disability meets the program definition must come from a credentialed psychiatric or medical professional trained to make such a determination. The possession of a title such as case manager or substance abuse counselor does not by itself qualify a person to make that determination. “Self-certification” is also unacceptable. Grantees must have written documentation in their project files that qualifies each participant as having met the program definition of “disabled.” (42 U.S.C. 11382(2)).

7. **“HAP”** refers to a Housing Assistance Payment, which is the amount of money the HACC pays in rent on behalf of a Program Participant.
8. **“Housing Assistance Program”** or **“Program”** refers to the rental assistance program operated under the jurisdiction of the HACC.
9. **“HQS”** refers to Housing Quality Standards, which are rules set by HUD defining minimum standards of habitability.
10. **“Provider Network Organization or PNO”** refers to a Cenpatico contracted mental health services provider agency that submits applications for housing assistance programs to CPSA on behalf of its clients and provides supportive services to said Participant to assist with establishing sustainability in permanent supportive housing.
11. **“Participant”** refers to a person who has been approved for enrollment in and is either currently receiving rental assistance or is seeking assisted housing.
12. **“RBHA”** means Regional Behavioral Health Authority.



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13. **"RRC"** means Rent Reasonable Certification, the procedure to determine that rent and utilities for a particular unit does not exceed the rents determined by HUD to be fair, or rents being charged for comparable space not being assisted.
14. **"Rental Assistance Administrator"** Rental assistance must be administered by a State, unit of general local government, or a public housing agency.
15. **"Shall"** means what is mandatory.
16. **"TTP" or "tenant rent"** refers to the Total Tenant Payment, i.e., the share of rent for which a Program Participant is responsible and which is not paid by HUD CoC Program.

All programs formerly called SPC, S + C, SHP, Shelter Plus Care and/or Supportive Housing Programs have been consolidated and are now called Continuum of Care Programs (CoC).



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**ATTACHMENT B**

**Monthly Requisition and Reporting Form**

CASAS PRIMERAS

The Housing Authority of Cochise County

Name:  
Month/Year

Client Name	Social Security Number	Address	Client Code	# BDRM	Contract Rent	Tenant Rent	HAP Rent (+Utilities)	Security Deposit	Damages	Vacancy Loss	Adjustments	Total	Remarks	Move-In Date	Move-Out Date*			
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11																		
12																		
13																		
14																		
15																		
16																		
17																		
TOTALS:												\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

# of bedrooms	
0	0
1	0
2	0
3	0
4	0
5	0
Total	



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**ATTACHMENT B.1**

**Casas Primeras Payment Request Form**





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**ATTACHMENT C**

**HACC Application Checklist Form**

**ATTACHMENT C**  
**CHECKLIST – INTERIM**  
**HACC Application Checklist**

Tenant Name: \_\_\_\_\_

Housing Program: \_\_\_\_\_ Provider Agency: HACC

*Items with an \* are to be used as needed. All others are required.*

**Lease Up Packet**

- Notice of Acceptance
- Rent Reasonableness Certification
- Tenant Income Certification
- Copy of Page 1 of HQS
- Copy of Lease

**Name Change**

- Notice of Change
- Tenant Income Certification
- Copy of Legal Verification
- Copy of Lease

**Change in Household Income**

- Notice of Change
- Tenant Income Certification
- Copy of Income Verification
- Certification of No Income \*
- No Income Questionnaire \*
- Medical Expense Certification \*
- Medical Expense Allowances and Worksheet \*

**Lease Renewal or Rent Increase**

- Notice of Change
- Rent Reasonableness Certification  
(Utility Allowance < or >)
- Copy of Lease (upon approval)

**Household Composition**

- Notice of Change
- Copy of Program Agreement
- Copy of Lease (with person(s) name added)
- Additional Adult in Household \*
- Additional Child in Household \*
- Additional Adult Exiting Household \*
- Additional Child Exiting Household \*
- Copy of Exit Letter \*

**Reinstatement within 90 Days**

- Notice of Change
- Tenant Income Certification
- Copy of Income Verification
- Rent Reasonableness Certification
- Copy of Page 1 of HQS
- Copy of Lease

**Change of Address**

- Notice of Change
- Tenant Income Certification
- Rent Reasonableness Certification
- Copy of Page 1 of HQS
- Copy of Lease

**Exit**

- Participant Exit
- Copy of Exit Letter
- Additional Adult Exiting Household \*
- Additional Child Exiting Household \*



**COMMUNITY  
PARTNERSHIP**  
*of Southern Arizona*

**HOUSING SUBCONTRACT AGREEMENT  
CASAS PRIMERAS PROJECT  
THE HOUSING AUTHORITY OF COCHISE COUNTY (HACC)**

**CONTRACT: JCPHACC**

**FY13/14**

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**ATTACHMENT D**

**Annual Recertification Checklist Form**

**Attachment D**

**2013-4 HOUSING  
ANNUAL RECERTIFICATION CHECKLIST  
Casas Primeras and Hogar COC Programs Only**

Tenant Name: \_\_\_\_\_

Program: \_\_\_\_\_ Agency: HACC

**Required forms:**

- Notice of Change
- Tenant Income Certification
- Verification of Income (for each member of the household 18 or older)
- Authorization for Disclosure of PHI

**Forms that may also be required:**

- Additional Adult in Household
- Additional Child in Household
- Certification of No Income (for each member of the household 18 or older)
- No Income Questionnaire (for each member of the household 18 or older)
- Certification of Support Payments (received)
- Medical Expense Allowances and Worksheet
- Medical Expenses Certification
- Certification of Non-Regular Employment form
- Certification of Self-Employment form

**Required documents that are not sent to CPSA:**

- Copy of Notice of Change provided to tenant

\_\_\_\_\_  
AGENCY APPLICATION REVIEWER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CPSA APPLICATION REVIEWER

\_\_\_\_\_  
DATE



**COMMUNITY  
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**ATTACHMENT E**

**Form W-9  
Request for Taxpayer  
Identification Number and Certification**

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend

accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.