

Camden County Senate Bill 40 Board

Housing Voucher Program Guidelines

Program Description

The Camden County Senate Bill 40 Board Housing Voucher Program (HVP) has been established in hopes of promoting independent and integrated living for Camden County residents with developmental disabilities. HVP is designed to assist individuals with developmental disabilities and families or guardians who have individuals with developmental disabilities living with them to obtain safe, decent, sanitary, and affordable housing within and throughout Camden County. The HVP offers rental assistance payments on behalf of eligible participants to landlords who choose to participate in the program. The monthly rental assistance payment is paid directly to the landlord on behalf of the participant(s), and the amount paid is based on the total household income of the participant(s).

How it Works

An individual, family, or guardian applies for HVP rental assistance at the Camden County Senate Bill 40 Board office. Staff will determine eligibility and start the certification process. Once determined eligible, a rental dwelling is sought and determined. Staff will calculate the portion of the rental payments to be paid by the Camden County Senate Bill 40 Board and the portion of the rental payments to be paid by the individual or family. Staff will then contact the landlord for the home chosen to determine if the landlord is willing to participate in the program and to schedule a date for an initial inspection of the dwelling. Once the dwelling passes inspection, the HVP certification process will enter its last stage. All parties can then sign all dwelling-related contracts, addenda, and agreements; and all monies due can then be paid to the landlord; and the individual or family can then begin occupying the dwelling. The certification process will then be complete. If the participant family/household is already residing in the dwelling, the participant family/household is responsible for 100% of the rental payments until the certification process is completed. No HVP payments will be made on behalf of the participant family/household until certification completion. Each year thereafter, the certification process will be repeated.

Participant Eligibility

The following conditions apply to individuals or families to become eligible and remain eligible for participation in the HVP:

- The participant or participant family/household member must be determined to have a developmental disability as defined in RSMo 630.005 and be approved to receive Targeted Case Management services through the Camden County Senate Bill 40 Board or contracted entity by the State of Missouri Department of Mental Health, Division of Developmental Disabilities
- The participant or participant family/household member must be a resident(s) or in transition to becoming a resident(s) of Camden County
- The participant or participant family/household gross annual household income must be considered "Low Income" (80%) by the most recently published income limits per household size as determined by the United States Department of Housing and Urban Development (HUD)
- The participant or participant family/household cannot own a home(s), land, or other real estate
- The participant or participant family/household must be recertified no less than once annually on or before the participation anniversary date and must immediately (within 5 business days) report any changes in household composition or income for ongoing eligibility redetermination
- Only those individuals listed on the application for the HVP program will be allowed to reside in the home
 - failure to report a change in household composition will result in the immediate termination of HVP rental assistance (maximum amount of time visitors can stay is 1 week without prior written approval from the landlord and the Camden County Senate Bill 40 Board)
- Failure to report any increase in household income will result in the immediate termination of HVP rental assistance
- The participant or participant family/household must abide by the lease contract with the landlord and the provisions

established within the HVP

- The participant or participant family/household must pay his/her/their portion of the rent (and late fees if paid late), utilities, and any other fees demanded as a condition of tenancy each month
- The participant or participant family/household member must be determined eligible to lease the home by the landlord's approval guidelines (tenant selection criteria)
- Residents/participants of Individual Supported Living (ISL), Group Home, Residential Care Facility (RCF), or other similar State I/DD housing programs are not eligible for participation in the HVP; however, if the residency/participation terminates, he/she/they will become eligible to participate in the HVP
- Participants in HUD Section 8 Project-Based Voucher, HUD Housing Choice Voucher, USDA Multi-Family Housing Rental Assistance, or other similar Federal or State tenant rental subsidy programs where rents are based on participant household income are not eligible for participation in the HVP (this does not include low-income housing tax credit, unless the rent amount is determined by a household income calculation) ***
- Adult residents/participants and/or household members must seek and/or maintain employment whenever possible and practical (**NOTE: adult participants/residents and/or household members who refuse to seek employment whenever possible/practical or voluntarily terminate employment for the purpose of maintaining reduced or reducing household portion of rental payments may be disqualified from participation**)

Eligible & Ineligible Homes

To be an eligible home for participation in the HVP, the following conditions must apply:

- The home can be any single-family home not considered to be a "mobile" home or "trailer" ("modular" homes are acceptable)
- The home can be an apartment, duplex, triplex, fourplex, or any other similar multi-family structure not considered to be a "mobile" home or "trailer"
- The home must pass a Housing Quality Standards inspection prior to certification and each year thereafter (special inspections may be required at any time due to complaints, remodeling, reasonable accommodation requests, tenant neglect, natural disaster, catastrophic damage, or other various reasons)
- The owner (landlord) must be willing to participate in the HVP and abide by the provisions established within the HVP
- Occupancy must comply with the standards established by the State of Missouri, i.e., no more than 2 occupants per bedroom except for the birth of a child or children during the effective lease contract period
- There cannot be less occupants than the total number of bedrooms in the home unless:
 - there is an approved personal assistant or supportive service individual(s) residing at the home or staying overnight on a regular basis as a condition of the supportive services agreement or other similar agreement related to the care and the well-being of the participant
 - there are not enough or no dwelling units available from landlords participating in the program at the time the dwelling unit is sought or needed

(NOTE: Efforts to find the appropriate size dwelling unit must be documented and these exceptions MUST be approved by the Executive Director)

- Amenities of the home (i.e. pools, spas, hot tubs, exercise rooms, community rooms, or other features/fixtures) must comply with local, State, and/or Federal statutory/code requirements
- The participant or participant family/household portion of the monthly rent cannot exceed 40% of the gross monthly household income (for those already participating in the HVP, if an interim change in household income causes the family to exceed the 40% threshold during the certification period, either the household income must increase by the end of the current lease or certification period, whichever occurs first; otherwise, the household must find an eligible home at the end of the lease or certification period, whichever occurs first)
- Homes identified as accommodating ISL, Group Home, RCF, or other State programs are not eligible homes for participation unless the proposed home is a separate, independent living area
- Homes identified as Public Housing, HUD Project-Based Voucher, USDA Multi-Family Housing Rental Assistance, or other similar Federal or State subsidized housing units are not eligible homes (this does not include low-income housing tax credit units, unless the rent amount is determined by household income calculation) ***

*****NOTE: For active HVP participant certifications/recertifications completed prior to March 2019, this will be effective at the end of the current certification/recertification period or lease period, whichever occurs first.**

Calculating Gross and Net Annual Income

Total calculated gross annual household income is the anticipated amount of individual or household income available from all sources collectively on an annual basis. Sources of income to be calculated include, but are not limited to, the following:

- Employment
- Government benefits (Unemployment, Social Security, Disability, etc.)
- Annuity payments
- Income from assets set aside on behalf of the participant or participant family/household member not conveyed by another household member, which includes inheritances, certificates of deposits, trusts, retirement accounts, or other similar accounts, assets, or instruments of conveyance not immediately accessible to the participant or participant family/household – the lump sum cash value of the account, asset, or instrument is not considered income unless it is in the immediate possession of or immediately accessible for expenditure by the participant or a participant family/household member; however, periodic cash distributions from the accounts or instruments are considered income unless the monies are spent on services or supplies that are vital to the care of the eligible participant or participant member of the family/household (proof of receipts for such expenditures are required)
- Interest on checking and savings accounts
- Cash contributions from friends or family members for household or living expenses
- Lottery, raffle, gambling, or other proceeds/winnings in excess of \$600
- Other income, income from assets, or cash contributions to the household

Sources of income **NOT** included in the gross annual household income calculation are:

- Child Support
- Food Stamps
- WIC
- TANF
- Donations from non-profit organizations
- Payments made to vendors, creditors, or providers on behalf of the participant or participant family/household (excluding reimbursable or reimbursed child care expenses)
- Income tax rebates or refunds
- MO ABLE accounts

The gross annual household income from all sources less allowable deductions equals net annual household income.

Allowable deductions include:

- Out-of-pocket childcare or daycare expenses or applicable portion thereof being purchased on behalf of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Out-of-pocket health, vision, dental, life, accidental death, or other related insurance premium expenses or applicable portion thereof being purchased on behalf of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Medicaid Spend-down/Premium expense or applicable portion thereof being paid on behalf of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Out-of-pocket expenses or applicable portion thereof directly related to the treatment of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Utility allowance for all applicable utilities paid by the participant or participant family/household according to the most recently published Pulaski County Public Housing Agency Utility Allowance Schedule for Camden County by applicable bedroom size

Rents and Deposits

Any required security deposits shall be paid by the participant or participant family/household. The HVP rent calculation will be based on an amount not to exceed the most recently published "Fair Market Rents" schedule for Camden County by HUD or the actual contract rent, whichever is less. If the contract rent is below the "Fair Market Rent" amount, the participant(s) portion of rent will be 30% of net annual household income divided by 12, which will be rounded down to the nearest whole dollar amount; and the HVP portion of rent will be the contract rent less the participant(s) portion of rent. If the contract rent is higher than the "Fair Market Rent", the participant(s) portion of rent will be 30% of the annual household income divided by 12 plus the difference in the contract rent less the "Fair Market Rent", which will be rounded down to the nearest whole dollar amount; and the HVP portion of rent will be the "Fair Market Rent" less the 30% of the participant(s) household income divided by 12 calculation.

Example #1 – Contract Rent is Higher than "Fair Market Rent": An eligible participant lives alone and wishes to rent a one-bedroom apartment. The apartment is an "all electric" home, and the landlord pays for water, trash, and sewer. The eligible participant's gross annual household income is \$12,000. The eligible participant is a Medicaid recipient with no other deductions other than a utility allowance. The contract rent for the apartment is \$600 monthly. The most recently published "Fair Market Rent" for a one-bedroom apartment is \$528 monthly. The Utility Allowance deduction is \$146 per month (\$1,752 annually). The calculation for the participant(s) and HVP portions of rent is as follows:

Participant's Portion

\$12,000 (gross annual household income) - \$1,752 (annual utility allowance deduction) = \$10,248 (net annual household income)

\$10,248 X 30% = \$3,074.40

\$3,074.40 ÷ 12 = \$256.20, which is rounded down to \$256 (participant portion of monthly rent based on net annual household income)

\$600 (contract rent) - \$528 ("Fair Market Rent") = \$72

\$256 + \$72 = \$328

Participant's portion of monthly contract rent is \$328

HVP Portion

\$528 ("Fair Market Rent") - \$256 (30% of participant's monthly income) = \$272

HVP portion of monthly contract rent is \$272

Please Note: The participant or participant family/household portion of the total annual rent amount cannot exceed 40% of the gross annual household income. In this scenario, the maximum rent to pay to be an eligible home would be: \$12,000 X 40% ÷ 12 = \$400. Effective June 1st, 2019, there will be no \$100 minimum HVP payment standard. If the HVP portion of rent calculation is a negative number or zero, the participant family/household will still be eligible for participation; however, there will be no HVP portion of the rent payment unless the household income changes. If at the end of the current certification period the HVP portion of the rent calculation period remains a negative number or zero, then participation in the HVP will terminate.

Example #2 – Contract Rent is Below "Fair Market Rent": An eligible participant lives alone and wishes to rent a one-bedroom apartment. The apartment is an "all-electric" home, and the landlord pays for water, trash, and sewer. The eligible participant's gross annual household income is \$12,000. The eligible participant is a Medicaid recipient with no other deductions other than a utility allowance. The contract rent for the apartment is \$500 monthly. The most recently published "Fair Market Rent" for a one-bedroom apartment is \$528 monthly. The Utility Allowance deduction is \$146 per month (\$1,752 annually). The calculation for the participant(s) and HVP portions of rent is as follows:

Participant's Portion

\$12,000 (gross annual household income) - \$1,752 (annual utility allowance deduction) = \$10,248 (net annual household income)

\$10,248 X 30% = \$3,074.40

\$3,074.40 ÷ 12 = \$256.20, which is rounded down to \$256 (participant portion of monthly rent based on net annual household income)

Participant's portion of monthly contract rent is \$256

HVP Portion

\$500 (contract rent) - \$256 (participant's portion of rent) = \$244

HVP portion of monthly contract rent is \$244

Please Note: The participant or participant family/household portion of the total annual rent amount cannot exceed 40% of the gross annual household income. In this scenario, the maximum rent to pay to be an eligible home would be: $\$12,000 \times 40\% \div 12 = \400 . Effective June 1st, 2019, there will be no \$100 minimum HVP payment standard. If the HVP portion of rent calculation is a negative number or zero, the participant family/household will still be eligible for participation; however, there will be no HVP portion of the rent payment unless the household income changes. If at the end of the current certification period the HVP portion of the rent calculation period remains a negative number or zero, then participation in the HVP will terminate.

I/We have read, understand, and agree to follow the Housing Voucher Program Guidelines. I/we understand any falsified information, undisclosed information, or violation of the Guidelines may result in disqualification of program participation, and/or repayment by the household for rental assistance payments made on behalf of the household.

I/We also agree I/we must participate in an annual Housing Voucher Program education session in order to continue to be eligible for participation in the Housing Voucher Program, and I/We also agree I/we may need to disclose/acknowledge our participation in the HVP for various other reporting purposes.

(All individuals 18 years-of-age or older residing in the household and/or guardian(s) must sign)

Head of Household Signature	Date	Spouse Signature	Date
Roommate Signature	Date	Roommate Signature	Date
Guardian/Power of Attorney Signature	Date	Guardian/Power of Attorney Signature	Date



Housing Voucher Program (HVP) Procedures

Eligibility & Criteria

1. Only active CCDDR clients are eligible to apply for/receive the Housing Voucher. Legal guardians of active adult clients or parents of active CCDDR minor clients whose primary residence (primary or sole custody) is with the parents can apply.
2. NO housing voucher applications will be handed out UNTIL the applicant has COMPLETED an application for DMH/DD services
3. Established DMH/DD clients who are transferring into Camden County must have an Administrative Transfer filed, acknowledged, and in progress prior to being given a HVP application.

Applications for Immediate Participation

1. Clients must complete the following documents:
 - HVP Guidelines
 - HVP Application
 - Unemployment Affidavit for all persons 18 or older in the home who are not employed
2. Clients must provide the following documentation (if applicable):
 - Proof of income for the last 3 months – for example, employment, government benefits, annuity payments, interest from savings accounts, lottery winnings in excess of \$600, retirement account interest and employer contributions (if the funds are immediately accessible) etc.
 - Banks statements for the last 3 months
 - Income from any trust in the previous year
 - Releases of Information for CCDDR to speak/communicate to/with MOCA, landlord(s), former landlord(s), employer(s), former employer(s) and all relevant parties or agencies regarding verifications of income, rental history and/or any aspect of potential participation eligibility
3. Clients must provide the name and contact information of the landlord and all aforementioned relevant parties as well as the address of the unit they wish to rent.
4. The Community Living Coordinator will contact the landlord to secure the following documents:
 - Contract with CCDDR
 - Copy of the lease signed by both parties
 - Landlord questionnaire about the age and size of the unit
 - Lead Based Paint Disclosure if the unit was built before 1978
 - Asbestos Disclosure if the unit was built before 1981
 - W-9 for the current year
 - Business Associates agreement for the current year
5. Upon receipt of all documents listed above:
 - MOCA will schedule the unit for inspection
 - Administrative staff will review all the documents and determine what portion of rent will be paid by CCDDR and what portion will be paid by the client/household
7. Once the unit has passed inspection, CCDDR will send letters to the landlord and the client explaining how much rent will be paid and the first check will be issued

Interim Changes for HVP Participants

1. Clients must complete a Change in Family Income Packet immediately if household income changes (received a raise, changed jobs, lost a job, SSI/SSDI benefits increased or decreased, etc.).
2. Clients must complete a Change in Family Composition Packet immediately if someone in the household moves out or if there is a new household member (birth of a child or new person moves in).
3. New household members must also provide proof of income, bank statements, or an unemployment affidavit if applicable
4. If a client wishes to move, they must complete a Request to Relocate Form.

Annual Re-Certification

1. Clients must complete the following documents:
 - HVP Guidelines
 - HVP Application
 - Unemployment Affidavit for all persons 18 or older in the home who are not employed
2. Clients must provide the following documentation (if applicable):
 - Proof of income for the last 3 months (employment, government benefits, annuity payments, interest from savings accounts, lottery winnings in excess of \$600, retirement account interest and employer contributions (if the funds are immediately accessible) etc.)
 - Banks statements for the last 3 months
 - Income from any trust in the previous year
 - Releases of Information for CCDDR to speak to MOCA and the Landlord
3. The Community Living Coordinator will contact the landlord to secure the following documents:
 - Contract with CCDDR
 - Copy of the lease signed by both parties
 - Landlord questionnaire about the age and size of the unit
 - W-9 for the current year
 - Business Associates agreement
4. Upon receipt of all documents listed above:
 - MOCA will schedule the unit for inspection
 - Administrative staff will review all the documents and determine what portion of rent will be paid by CCDDR and what portion will be paid by the client/household

Annual HVP Education Sessions

Clients on the HVP Wait List or actively participating in the HVP must attend an annual HVP education session each year in order to continue to be eligible for the program.

Wait List Applications

1. Clients must complete the following documents:

Updated April 2019

- HVP Guidelines
 - HVP Application
2. Clients will be added to the Wait List on a first come, first serve basis (chronological receipt of application). Clients identified as needing accessible housing units will be added to the Accessible Housing Unit Wait List (participants on the Accessible Housing Unit Wait List may be eligible to participate immediately if CCDDR becomes aware of or is notified by a participating landlord of an available accessible housing unit).

MISCELLANEOUS

The Community Living Coordinator will keep the primary Support Coordinator apprised of the status of pending cases and in some cases will request their support in securing documents and other information.

The Community Living Coordinator will make no less than one unannounced visit to each active HVP participant household per year. The purpose of the visit will be to ensure compliance with HVP guidelines and lease expectations. The Community Living Coordinator will request a special inspection of any unit that appears to be neglected by the tenant or landlord.

**CAMDEN COUNTY SB 40 BOARD HOUSING VOUCHER PROGRAM
RENTAL ASSISTANCE CONTRACT**

LANDLORD NAME & ADDRESS	UNIT NO. & ADDRESS	TENANT(S) NAME(S)
Telephone No. _____		

This Rental Assistance Contract ("Contract") is entered into between the Camden County Senate Bill 40 Board and the landlord identified above. This Contract applies only to the tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on _____ and will end upon the tenant(s) vacating the dwelling unit. The Contract automatically terminates on the last day of tenant(s) occupancy. Ninety (90) days written notice to the Camden County Senate Bill 40 Board is required if the landlord chooses not to renew the dwelling units lease with the tenant(s) or chooses not to participate in the Housing Voucher Program (HVP) any longer; furthermore, ninety (90) days' written notice to the landlord is required if the Camden County Senate Bill 40 Board chooses not to continue HVP payments to the landlord on behalf of the tenant(s) – this requirement does not apply to failed Housing Quality Standards (HQS) inspections or the refusal by the landlord to meet Reasonable Accommodations requests.

A dwelling unit contract between the landlord and the tenant(s) must be in effect and attached hereto prior to the execution of this Housing Voucher Program (HVP) Rental Assistance Contract. Each period of tenancy hereafter must also have an executed dwelling unit contract in effect and attached hereto as well. If no executed dwelling unit contract is in effect, this HVP Rental Assistance Contract shall be considered terminated immediately upon the end of the most recent dwelling unit contract period. No "month-to-month" contracts are acceptable as a condition of this Contract unless the dwelling unit is a unit is subject to program participation in any USDA, HUD, MHDC, or other governmental housing program. The dwelling unit contract must specify a beginning and ending date to the period of the dwelling unit contract (cannot be less than 6 months – this also excludes any dwelling unit subject to program participation in any USDA, HUD, MHDC, or other governmental housing program), rental amount for the dwelling unit (must be on a monthly basis), rent payment due date, utilities paid by the landlord/tenant for the dwelling unit, maintenance/repair costs (for general, identifiable items) in the event of tenant(s) damages, rules/guidelines for dwelling unit occupancy, procedures/guidelines for reporting dwelling unit maintenance/repair issues, and the landlord's guarantee/obligation to complete maintenance/repair requests (excluding light bulb replacements, filter changes, lawn maintenance, and other minor day-to-day items, no tenants shall be responsible for performing maintenance/repairs to any dwelling unit).

2. SECURITY DEPOSIT

- A. The tenant(s) will pay a security deposit to the landlord in the amount of \$ _____. The landlord will hold this security deposit during the period the tenant(s) occupy the dwelling unit under the dwelling unit lease contract period(s). The landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the tenant(s) have moved from the dwelling unit, the landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the tenant(s) under the Lease. The landlord will give the tenant(s) a written list of all items charged against the security deposit and the amount of each

item. After deducting the amount used as reimbursement to the landlord, the landlord shall refund the full amount of the balance within 30 days of vacating the unit to the tenant(s).

- C. The landlord shall immediately notify the Camden County Senate Bill 40 Board when the tenant(s) have moved from the dwelling unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT(S) AND THE CAMDEN COUNTY SENATE BILL 40 BOARD

- A. *Initial Rent.* The initial total monthly rent payable to the landlord for the first twelve months of this Contract is \$_____.
- B. *Landlord Rent Adjustments.* With no less than ninety (90) days' notice to the tenant(s) and the Camden County Senate Bill 40 Board, the owner may propose a reasonable adjustment to be effective no earlier than the first day of any subsequent dwelling unit contract period. Rent adjustments cannot be made during an existing dwelling unit contract period. The proposed rent may be rejected by either the tenant(s) or the Camden County Senate Bill 40 Board. The tenant(s) may reject the proposed rent by providing the landlord with 30 days' written notice of intent to vacate. If the Camden County Senate Bill 40 Board rejects the proposed rent, the program administrator must give both the tenant(s) and the landlord 30 days' notice of intent to terminate this HVP Rental Assistance Contract.
- C. *Tenant(s) Share of the Rent.* Initially, and until such time as both the landlord and the tenant(s) are notified by the Camden County Senate Bill 40 Board, the tenant's share of the rent shall be \$_____.
- D. *Camden County Senate Bill 40 Board Share of the Rent.* Initially, and until such time as both the landlord and tenant(s) are notified by the Camden County Senate Bill 40 Board, the Camden County Senate Bill 40 Board's share of the rent shall be \$_____. The Camden County Senate Bill 40 Board assumes no obligation for the tenant's portion of the rent, or for payment of any claim by the owner against the tenant(s). The Camden County Senate Bill 40 Board's obligation is limited to making rental payments on behalf of the tenant(s) in accordance with this HVP Rental Assistance Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of this Contract. The landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. No late or other fees shall be assessed against the Camden County Senate Bill 40 Board's portion of the rent for any reason. The landlord agrees that the endorsement on the check shall be conclusive evidence that the landlord received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the landlord is providing the services, maintenance and utilities agreed to in the dwelling unit contract between the tenant(s) and the landlord.
 2. the Contract unit is leased to and occupied by the tenant(s) named above in this Contract.
 3. the landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
 4. to the best of the landlord's knowledge, the unit is used solely as the tenant's principal place of residence.
- F. *Overpayments.* If the Camden County Senate Bill 40 Board determines that the landlord is not entitled to any payments received, in addition to other remedies, the Camden County Senate Bill 40 Board may deduct the amount of the overpayment from any amounts due the landlord, including the amounts due under any other HVP Rental Assistance Contract.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The Camden County Senate Bill 40 Board shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the Camden County Senate Bill 40 Board determines that the landlord is not meeting these obligations, the program administrator shall have the right, even if the tenant(s) continue occupancy, to terminate payment of the (Camden County Senate Bill 40 Board share of the rent and/or terminate the Contract.

5. TERMINATION OF TENANCY

The landlord may evict the tenant(s) following applicable state and local laws. The landlord must give the tenant(s) at least ninety (90) days' written notice of the termination and notify the Camden County Senate Bill 40 Board in writing when eviction proceedings have begun. This may be done by providing the Camden County Senate Bill 40 Board with a copy of the required notice to the tenant(s).

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, State of Missouri, County of Camden, and the Camden County Senate Bill 40 Board, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The landlord shall comply with the Camden County Senate Bill 40 Board conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

7. CAMDEN COUNTY SENATE BILL 40 BOARD ACCESS TO LANDLORD RECORDS

- A. The landlord shall provide any information pertinent to this Contract which the Camden County Senate Bill 40 Board may reasonably require.
- B. The landlord shall permit the Camden County Senate Bill 40 Board, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF CAMDEN COUNTY SENATE BILL 40 BOARD IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the landlord has violated any obligation under this Contract; or
 - (2) If the landlord has demonstrated any intention to violate any obligation under this Contract;
or

- (3) If the landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
 - (4) If the landlord fails to make appropriate repairs as a result of failed inspection(s)
 - (5) If the landlord fails to make reasonable accommodations requests or fails to identify the reasons for the failure to make reasonable accommodations requests
 - (6) If the landlord fails to abide by conditions set out in the dwelling unit contract between the landlord and tenant(s)
- B. The Camden County Senate Bill 40 Board's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the Camden County Senate Bill 40 Board determines that a breach has occurred, the Camden County Senate Bill 40 Board may exercise any of its rights or remedies under this Contract. The Camden County Senate Bill 40 Board shall notify the landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Camden County Senate Bill 40 Board to the landlord may require the landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the Camden County Senate Bill 40 Board in accordance with this Contract shall be effective as provided in a written notice by the Camden County Senate Bill 40 Board to the landlord. The Camden County Senate Bill 40 Board exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. CAMDEN COUNTY SENATE BILL 40 BOARD RELATION TO THIRD PARTIES

- A. The Camden County Senate Bill 40 Board does not assume any responsibility for, or liability to, any person injured as a result of the landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the landlord.
- B. The landlord is not the agent of the Camden County Senate Bill 40 Board and this Contract does not create or affect any relationship between the Camden County Senate Bill 40 Board and any lender to the landlord, or any suppliers, employees, contractors or subcontractors used by the landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the tenant(s) or a third party to enforce any provision of this Contract or to assess any claim against the Camden County Senate Bill 40 Board or the landlord under this Contract.

10. TRANSFER OF THE CONTRACT

The landlord shall not transfer in any form this Contract without the prior written consent of the Camden County Senate Bill 40 Board. The Camden County Senate Bill 40 Board shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Camden County Senate Bill 40 Board) to comply with all terms and conditions of this Contract.

11. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the landlord and the Camden County Senate Bill 40 Board. No changes in this Contract shall be made except in writing signed by both the landlord and the Camden County Senate Bill 40 Board.
- B. The Contract shall be interpreted and implemented in accordance with Camden County Senate Bill 40 Board requirements.

12. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

- B. The party, if any, executing this Contract on behalf of the landlord hereby warrants that authorization has been given by the landlord to execute it on behalf of the landlord (a copy of the document authorizing representation must be attached hereto).

Landlord Name (Type or Print):	Camden County Senate Bill 40 Board Representative (Type or Print):
(Signature/Date)	(Signature/Date)

LANDLORD'S CHECK TO BE MAILED TO:

SS/EIN NO. _____

NAME(S) _____

ADDRESS _____

SIGNATURE OF LANDLORD DATE

SIGNATURE OF LANDLORD DATE

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
		<p>6 City, state, and ZIP code</p>	
		<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
				-					-				
or													
Employer identification number													
				-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. 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 line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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.

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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

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. commonwealths and 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.

CAMDEN COUNTY SENATE BILL 40 BOARD

(dba CAMDEN COUNTY DEVELOPMENTAL DISABILITY RESOURCES)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into between Camden County Developmental Disability Resources, a Covered Entity as defined by HIPAA, hereinafter referred to as "Agency," and _____, hereinafter referred to as "Business Associate."

RECITALS

Background and Purpose: The Agency and Business Associate are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as "HIPAA") and all regulations promulgated pursuant to authority granted therein. Contractor is a "Business Associate" of the Agency as defined in 45 CFR 160.103. This Agreement shall govern Business Associate's receipt, use, maintenance, transmittal and creation of Protected Health Information on behalf of Agency.

A. Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and all regulations promulgated pursuant to authority granted therein.

1. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "protected health information", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
2. Breach means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under Part 164, Subpart E of the HIPAA Rules that compromises the security or privacy of such information, except as provided in 42 USC 17921. This definition shall not apply to the term breach of contract as used in this Agreement.
3. Business Associate is defined in 45 CFR 160.103 and for purposes of this agreement mean the contractor with whom Agency has an underlying contract for goods or services.
4. Covered Entity, as defined in 45 CFR 160.103, and/or Agency means Camden County Developmental Disability Resources for purposes of this Agreement.
5. Electronic Protected Health Information or ePHI shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103 of the Security Rule to the extent such information is transmitted in Electronic Media or maintained in Electronic Media by Business Associate from or on behalf of Agency.
6. Enforcement Rule means the rules codified at 45 CFR Part 160, Subparts C, D, and E.
7. HIPAA Rules means the collective privacy, security, breach notification and enforcement rules and regulations found at 45 CFR Parts 160 and 164.
8. Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the HIPAA Rules and HITECH Standards.
9. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Subparts A and E of Part 164.
10. Protected Health Information (PHI) means certain individually identifiable health information as defined in 45 CFR § 160.103:
 - a. Except as provided in paragraph 2 of this definition that is transmitted by electronic media; or maintained in electronic media or transmitted or maintained in any other form or medium.
 - b. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended; and employment records held by a covered entity in its role as employer.
11. Security Incident shall be defined as set forth in the "Obligations of the Business Associate" section of this Agreement.
12. Security Rule shall mean the Security Standards at 45 CFR Part 160 and Part 164 as amended from time to time.
13. Unsecured Protected Health Information or Unsecured PHI means PHI that is not secured through the use of a technology or methodology specified in the Secretary of the Department of Health and Human Services' guidance.

B. Obligations of Business Associate

1. *Safeguards.* Business Associate shall appropriately safeguard PHI that it receives, creates, maintains, uses or transmits on behalf of the Agency. Business Associate shall comply with the terms of this Agreement as well as the requirements of HIPAA as amended and all regulations promulgated thereunder. Any ambiguities in this Agreement shall be interpreted to allow compliance with HIPAA.
2. *Limit Use and Disclosures.* Business Associate agrees not to use or disclose PHI except as permitted or required by this Agreement or as required by law. Business Associate may disclose PHI (a) for Business Associate's proper management and administration, and (b) to carry out the legal responsibilities of Business Associate under this Agreement, assuming either of the following are satisfied: (i) the disclosure is required by law or (ii) Business Associate obtains reasonable assurances from the person to whom Business Associate further discloses the PHI in accordance with the requirements of Paragraph 9 herein.
3. *Use Minimum Necessary.* Business Associate shall comply with the minimum necessary disclosure requirements set forth in 45 CFR 164.502(b).
4. *Use Safeguards.* Business Associate agrees to use reasonable safeguards to prevent use or disclosure of PHI and ePHI other than as allowed by this Agreement or as otherwise required or allowed by law. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and ePHI that Business Associate creates, receives, maintains, or transmits on behalf of Agency. Such safeguards shall include:
 - a. Workforce training on the appropriate and allowable uses and disclosures of PHI pursuant to the terms of this Agreement;
 - b. Policies and procedures implemented by the Business Associate to prevent inappropriate and unauthorized uses and disclosures of PHI by its workforce and subcontractors;
 - c. Encryption of any transmission of electronic communication containing PHI or any portable device used to access or maintain PHI, or an equivalent safeguard;
 - d. Compliance with the security standards set forth in Subpart C of 45 CFR Part 164; and
 - e. Any other safeguards necessary to prevent the inappropriate or unauthorized use or disclosure of PHI.
5. *Report Inappropriate Uses or Disclosures of PHI.* If Business Associate becomes aware of any use or disclosure of PHI not permitted by this Agreement or by law, Business Associate agrees to report such violation to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such and a proposed written plan of action for approval that describes plans for prevention of any such future incident.
6. *Report Security Incidents.* If Business Associate becomes aware of a Security Incident, Business Associate agrees to report such incident to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with systems operations. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for prevention of any such future security incidents.
7. *Report Breaches of Unsecured PHI.* In the event that Business Associate discovers a Breach of Unsecured PHI, Business Associate agrees to immediately notify Agency upon becoming aware of such breach and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of the incident, Business Associate shall provide Agency with the following:
 - a. The name, address, and telephone number of each individual whose information was involved;
 - b. The electronic address of any individual whose information was involved if the individual has specified a preference of contact by electronic mail;
 - c. A brief description of what happened; the date of the Breach and the date of the discovery of the Breach;
 - d. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, Medicaid number, diagnosis, or types of information that were involved);
 - e. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
 - f. Any remedial action being taken to mitigate any harmful effect; and
 - g. A proposed plan for approval for prevention of any such future incidents.
8. *Make Information Available for Accounting of Disclosures.* Business Associate agrees to maintain records of each disclosure containing at a minimum, the date of the disclosure, the name of the entity or person who received the PHI and, if known, the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of the disclosure. Upon request and as directed by Agency, Business Associate shall provide to Agency or to the individual to whom the PHI relates an accounting of all such disclosures in accordance with 45 CFR 164.528. Such information shall be provided in the time and manner designated by the Agency. To the extent required by Business Associate under Section 13405(c) of the HITECH Act, if Agency uses or maintains Electronic Health Records (EHR), Business Associate will include in the accounting disclosures made for treatment, payment, or health care operations purposes through the EHR. Business Associate agrees to make available to the Individual the information described above if properly requested by the Individual.

9. *Require Compliance of Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any agents, including any subcontractor, of Business Associate to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of Agency agree to the same restrictions, requirements and conditions that apply to the Business Associate with respect to such information.
10. *Incorporate Amendments.* Business Associate agrees to make any amendments to PHI in a designated record set that Agency directs or agrees to pursuant to 45 CFR 164.526 at the request of Agency or an Individual, and in the time and manner designated by Agency.
11. *Provide Access.* Business Associate agrees to provide access, at the request of Agency, and in the manner and time designated by Agency, to PHI in a designated record set, to Agency or as directed by Agency, to an Individual in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an EHR, Business Associate shall provide such information in electronic format to enable Agency to fulfill its obligations under Section 13405(e) of the HITECH Act.
12. *Restrict Disclosure of PHI.* Upon written request by Agency on behalf of an Individual, Business Associate agrees to consider restrictions on the use or disclosure of PHI agreed to by Agency. Business Associate will grant requests to limit disclosures to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full for services or products as provided in Section 13405(a) of the HITECH Act.
13. *Notification of Material Breach of Contract.* If Business Associate becomes aware of a pattern of activity or practice of the Agency that constitutes a material breach of contract regarding the Agency's obligations under this Agreement, Business Associate shall notify Agency of the activity or practice that constitutes a material breach or violation of HIPAA.
14. *Record Retention.* To meet the requirements of HIPAA and the regulations promulgated thereunder, Business Associate shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six years as specified in 45 CFR Part 164.
15. *Audit and Inspections.* Unless otherwise protected or prohibited from disclosure by law, Business Associate shall make the internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Agency available to the Agency and/or to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Agency's and/or Business Associate's compliance with its legal obligations with the HIPAA Rules and the Agreement.
16. *Remuneration in Exchange for PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid Authorization.
17. *Indemnification.* Business Associate shall indemnify the Agency from any liability resulting from any violation of the Privacy Rule, Security Rule, or Breach, arising from the conduct or omission of the Business Associate or its workforce members, agents, or subcontractors. The Business Associate shall reimburse the Agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the HITECH Act, and including any reasonable attorney's fees, which may be imposed upon the Agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the Business Associate's negligent or wrongful actions or inactions or violations of this Agreement, or those of its workforce members, agents and/or subcontractors. Notwithstanding the language set forth in this paragraph, the parties recognize that certain Business Associates and/or subcontractors. Notwithstanding the language set forth in this paragraph, the parties recognize that certain Business Associates and/or subcontractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Business Associate or contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Business Associate or contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. *Purpose.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information received by it in its capacity as a Business Associate to perform functions, activities or services for or on behalf of Agency to perform its obligations under this Agreement and the Underlying Contract provided that such use of disclosure would not violate HIPAA and the regulations promulgated thereunder. Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees, subcontractors, agent, and third parties in accordance with this Agreement. All other uses not authorized by this Agreement are prohibited.
2. *Use of PHI for Administration and Legal Responsibilities.* Subject to the terms of this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities.
3. *Disclosure of PHI for Administration and Legal Responsibilities.* Business Associate may disclose PHI to third parties for the proper management and administration of Business Associate and to carry out its legal responsibilities.
4. *Data Aggregation Services.* Business Associate may use PHI to provide data aggregation services to Agency as permitted by 45 CFR 164.504(e)(2)(i)(B) upon written permission of Agency to do so.
5. *De-Identification.* Business Associate may use PHI to create de-identified information consistent with the standards set forth at 45 CFR 164.514 upon written permission of Agency to do so.

6. *Sales or Marketing.* Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with proper authorization or as otherwise permitted by the HITECH Act Section 13405(d). However, this prohibition shall not affect payment by Agency to Business Associate for services provided pursuant to the Underlying Contract.
7. *Minimum Necessary.* Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Agency's minimum necessary policies and procedures.

D. OBLIGATIONS OF COVERED ENTITY

1. *Permissible Use or Disclosure.* Agency shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or HITECH Standards if done by Agency or that is not otherwise expressly permitted under this Agreement.
2. *Revocations.* Agency shall notify Business Associate of any changes in, or revocation of, authorization by an individual to use or disclose PHI.
3. *Restrictions.* Agency shall notify Business Associate of any restriction to the use or disclosure of PHI that the agency has agreed to in accordance with 45 CFR 164.522.

E. TERM AND TERMINATION

1. *Term.* The term of this Agreement is effective as of the Effective Date and shall continue unless or until the Agreement is terminated in accordance with the termination provisions of the Agreement.
2. *Termination.* Agency may terminate this Agreement if it determines that Business Associate has violated a material term of this Agreement. Agency shall report a breach to the Secretary of the U.S. Department of Health and Human Services.
3. *Effect of Termination.*
 - 1) Upon termination of this Agreement, for any reason, at the discretion of the Agency, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - 2) Upon determination by the Agency that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Business Associate must notify the Agency and obtain instructions for either the return or destruction of the PHI.

F. MISCELLANEOUS

1. *Applicable Law.* This Agreement shall be interpreted in accordance with laws of the State of Missouri.
2. *References.* A reference in this Agreement to a section in the HIPAA Rules or HITECH Standards means the section in effect or as amended, and for which compliance is required.
3. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules and HITECH Standards.
4. *Amendment.* Agency and Business Associate agree to amend this Agreement from time to time as may be necessary for Agency to comply with the requirements in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI that may be promulgated and affect the provisions of this Agreement.
5. *Survival.* The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and the Underlying Contract.
6. *Third Party Beneficiary.* There are no intended third party beneficiaries to this Agreement. It is the parties' intent that nothing contained herein shall give rise to any right or cause of action in or on behalf of the individuals whose PHI or ePHI is used or disclosed pursuant to this Agreement.

This Agreement is entered into by Camden County Developmental Disability Resources and Business Associate.

In Witness Whereof, the parties have executed this Agreement with an effective date of _____.

Agency/Covered Entity:

Name: Camden County Developmental Disability Resources

_____ Date: _____
By: Ed Thomas Executive Director

Business Associate:

Name: _____

By: _____ Date: _____
Authorized Agent

Print Name & Title: _____



Landlord Questionnaire

This questionnaire is designed to help you provide all the necessary data so this process can be smooth and prompt.

Your identification	
Property Owner	
Property Manager	
Contact information	
Address of Unit	
Details needed about the rental unit	
Type of Unit (house, duplex, apartment)	
Year Constructed/Built	
If the unit was built before 1978, please complete and sign the Lead Based paint disclosure	
If the unit was built before 1981, please complete and sign the Asbestos disclosure	
Does the Unit have AC? What type (window, central, etc.)?	
Does the Unit have Heat? What type (wood, electric, natural gas, propane, etc.)?	
Type of utilities found in the unit (natural gas, propane, all electric, well water, public water system, etc.)	
What Utilities will be paid by the Landlord?	
What Utilities will be paid by the Tenant?	
Number of bedrooms and bathrooms in the unit	

Property Manager/Landlord: _____ Date: _____



FY 2019 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2019 FMRs for All Bedroom Sizes

Final FY 2019 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2019 FMR	\$462	\$529	\$700	\$910	\$1,177
FY 2018 FMR	\$449	\$549	\$677	\$857	\$1,172

Camden County, MO is a non-metropolitan county.

Fair Market Rent Calculation Methodology

= [Show/Hide Methodology Narrative](#) =

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2012-2016 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2019 provided the estimate is statistically reliable. For FY2019, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2012-2016 5-year, HUD checks whether the area has had at least minimally reliable estimate in any of the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2019 base rent is the average of the inflated ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, the estimate State for the area's corresponding metropolitan area (if applicable) or State non-metropolitan area is used as the basis for FY2019.

2. HUD calculates a recent mover adjustment factor by comparing a 2016 1-year 40th percentile recent mover 2-bedroom rent to the 2012-2016 5-year 40th percentile adjusted standard quality gross rent. If either the recent mover and non-recent mover rent estimates are not reliable, HUD uses the recent mover adjustment for a larger geography. For metropolitan areas, the order of geographies examined is: FMR Area, Entire Metropolitan Area (for Metropolitan Sub-Areas), State Metropolitan Portion, Entire State, and Entire US; for non-metropolitan areas, the order of geographies examined is: FMR Area, State Non-Metropolitan Portion, Entire State, and Entire US. The recent mover adjustment factor is floored at one.
3. HUD calculates the appropriate recent mover adjustment factor between the 5-year data and the 1-year data and applies this to the 5-year base rent estimate.



FY 2019 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Camden County, MO	\$58,700	Very Low (50%) Income Limits (\$) Explanation	20,550	23,500	26,450	29,350	31,700	34,050	36,400	38,750
		Extremely Low Income Limits (\$)* Explanation	12,490	16,910	21,330	25,750	30,170	34,050*	36,400*	38,750*
		Low (80%) Income Limits (\$) Explanation	32,900	37,600	42,300	46,950	50,750	54,500	58,250	62,000

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2019 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2019 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2018 Median Family Income and Income Limits for Camden County, MO](#)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 8 EXISTING HOUSING ALLOWANCES FOR TENANT-
FURNISHED UTILITIES AND OTHER SERVICES

Date Effective:
 February 1, 2019

Locality: Pulaski County PHA				Camden, Laclede, Miller, Pulaski											
UTILITY OR SERVICE				MONTHLY DOLLAR ALLOWANCES											
				1 BR			2BR			3 BR			4BR		
				APT	TRL	HS	APT	TRL	HS	APT	TRL	HS	APT	TRL	HS
HEATING	a: Natural Gas			30	37	44	35	43	51	41	48	57	44	54	65
	b: Bottle Gas			46	56	67	54	65	77	61	72	86	67	82	98
	c: Electric			15	36	34	20	37	39	25	38	45	30	39	50
	d: Oil/Other														
COOKING	a: Natural Gas			4	4	4	6	6	6	8	8	8	10	10	10
	b: Bottle Gas			5	5	5	9	9	9	12	12	12	16	16	16
	c: Electric			4	4	4	6	6	6	8	8	8	10	10	10
	d. Coal/Other														
OTHER ELECTRIC				17	25	25	23	34	34	30	44	44	36	53	53
AIR CONDITIONING				5	5	4	7	8	8	9	11	13	10	14	18
WATER HEATING	a: Natural Gas			10	13	13	14	18	18	19	23	23	23	28	28
	b: Bottle Gas			16	19	19	21	26	26	28	35	35	35	42	42
	c: Electric			11	14	14	14	18	18	17	21	21	20	25	25
	d: Oil/Other														
WATER				19	19	19	23	23	23	27	27	27	32	32	32
SEWER				36	36	36	40	40	40	45	45	45	49	49	49
TRASH				12	12	12	12	12	12	12	12	12	12	12	12
RANGE/MICROWAVE				11	11	11	11	11	11	11	11	11	11	11	11
REFRIGERATOR				12	12	12	12	12	12	12	12	12	12	12	12
OTHER- MONTHLY ELECTRIC FEE				21	21	21	21	21	21	21	21	21	21	21	21
MONTHLY NATURAL GAS FEE				10	10	10	10	10	10	10	10	10	10	10	10

ACTUAL FAMILY ALLOWANCES: To be used by the family to compute allowance. Complete below for the actual unit rented.	Utility or Service	Per Month Cost
	Heating	\$
Name of Family	Cooking	\$
	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
Address of Unit	Water	\$
	Sewer	\$
	Trash	\$
	Range/Microwave	\$
	Refridgerator	\$
	Other	\$
Number of Bedrooms	Other	\$
	Other	\$
	Total	\$

Sample Residential Lease Contract

BY THIS AGREEMENT made and entered into on _____, 20____, between _____, herein referred to as Lessor, and _____, herein referred to as Lessee. Lessor leases to Lessee the _____ bedroom, _____ bath premises situated at _____, in the City of _____, County of _____, State of _____. The term of the lease shall commence on _____, 20____, and to end on _____, 20____, at _____ o'clock _____ .m.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ Dollars (\$) per month in advance on the _____ day of each calendar month beginning _____, 20____, at _____, City of _____, State of _____, or at such other place as Lessor may designate.

2. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to _____.

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of _____ Dollars (\$_____).

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of _____ Dollars (\$) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. On execution of this lease, Lessee deposits with Lessor _____ Dollars (\$_____), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. Occupants. Lessee agrees that the demised premises shall be occupied by the following (include Lessee's and all occupants' names below):

Unless approved in writing by the Lessee, only the above listed occupants shall reside in the demised premises or any part thereof.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given _____ key(s) to the premises and _____ mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Dollars (\$ _____).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner.

14. Assignment and Subletting. Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his/her employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease

shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises as listed:

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep all applicable utilities paid; keep the walks free from dirt and debris; and, at his/her sole expense, shall pay for all required repairs whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Maintenance and repairs of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of _____ Dollars (\$ _____), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last _____ days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least 30 days.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on _____ days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination or other reasonable changes in the terms of this Agreement; however, the "Rent" amount in section 1 shall not change during the lease contract. Lessee shall also give no less than 30 days notice to Lessor of any changes in terms of tenancy; however, the Lessee may be subject to additional rents or other charges if the Lessee gives an advance notice to vacate date prior to the lease contract ending date unless the Lessor agrees in writing to mutually terminate the lease contract with the Lessee prior to the lease contract date.

29. Surrender of Premises. At the expiration of the lease term or upon the mutually agreed vacate date, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom as allowed by law. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If, at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may, at his/her option and allowed by law, enter the demised premises. If deemed vacated by Lessee, Lessor may re-let the demised premises, or any part thereof, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper or is allowed by law and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor: _____

Lessee: _____

Lessee: _____

Lessee: _____

Lessee: _____

SAMPLE

**MOVE-OUT CLEANING INSTRUCTIONS AND
SECURITY DEPOSIT DEDUCTION SCHEDULE**

Head of Household Name: _____

Full Address: _____

Apartment/Unit Number (if applicable): _____ Date: _____

MOVE-OUT CLEANING INSTRUCTIONS

Kitchen	Cost
Clean refrigerator, shelves, crisper, under crisper and under food guard.	
Clean cupboards, under sink, tile, exhaust fan and faucet fixtures.	
Clean under burners, controls, burner rings, drip pans and oven. Ensure oven cleaner doesn't drip below or on floor.	
Clean and wax floor.	
Clean air-conditioning and heating unit closed.	
Living Room and Dining Room	
Carpets and drapes must be vacuum cleaned in accordance with the Lease Agreement.	
Baseboards cleaned and finger prints or other marks cleaned of switches and walls.	
Traverse rods cleaned.	
Window sills cleaned, windows washed and screens washed or cleaned.	
Remove stick-on picture hangers by first wetting and then removing; do not rip-off. If damaged, each:	
Clean fireplace.	
Bedrooms (Same as living room and dining room.)	
Closets vacuumed and clothes hangers removed.	
Bathrooms	
Tub, toilet, toilet tank, vanity bowl, cupboard and medicine cabinet cleaned.	
Clean chrome fixtures throughout, also exhaust fan.	
Clean/scrub tiles, shower, shower doors and shower door runners	
Clean and wax floor.	
Garage and Patios	
Patios cleaned.	
Garage floor swept, all refuse carried away and storage compartment cleaned.	
General/Storage	
Take out all trash, rubbish and debris.	

Turn in all keys when vacating.

SECURITY DEPOSIT DEDUCTION & REPAIR COST SCHEDULE

Carpet/Flooring	
Shampoo	\$ 50 and up
Burns, tears, holes	Cost to repair or replace
Vacuum/Mop	\$ 15
De-flea	Actual cost
Total replacement	Actual cost
Pet treatments:	Actual cost
Painting	
Touch-up	\$ 25 and up
Full rooms	Actual cost
Repair/Replacement	
Damage to walls or doors	Cost to repair or replace
Appliance repair	Cost to repair or replace
Broken windows	Cost to repair or replace
Plumbing, electrical, or other fixtures	Cost to repair or replace
Missing broiler pans or racks	\$ 15 and up
Drapes, stained or damaged	Cost to repair or replace
Mini or vertical blinds	Cost to repair or replace
Missing or burned out light bulbs	\$ 1 each
Replace or repair wallpaper	Actual cost
Miscellaneous	
Exterminate	\$ 30 and up
Deodorize	\$ 25 and up
Failure to return key	\$ 3 per key
Replace or re-key locks/deadbolts	\$ 25 per cylinder
Other items or repairs not listed	Actual cost

This guide is based on estimated costs and is subject to change. Normal wear and tear to the dwelling unit will not be considered damages.

Guardian/Head of Household Signature

Date



LEAD BASED PAINT DISCLOSURE ADDENDUM
(Landlord/Tenant Use)
Disclosure of Information on Lead-Based Paint
and/or Lead-Based Paint Hazards

1 **LESSOR:** _____
 2

3 **PROPERTY:** _____
 4

5 **Lead Warning Statement:**
 6 *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips,*
 7 *and dust can pose health hazards if not managed properly. Lead exposure is especially*
 8 *harmful to young children and pregnant women. Before renting pre-1978 housing,*
 9 *lessors must disclose the presence of known lead-based paint and/or lead-based paint*
 10 *hazards in the dwelling. Lessees must also receive a federally approved pamphlet on*
 11 *lead poisoning prevention.*
 12

13 **Lessor's Disclosure (Initial the applicable lines)**

14 a) _____ **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT**
 15 **HAZARDS: (check one below)**
 16

17 Known lead-based paint and/or lead-based paint hazards are present in the housing
 18 (explain).
 19 _____

20 Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the
 21 housing.
 22

23 b) _____ **RECORDS AND REPORTS AVAILABLE TO THE LESSOR:**
 24 **(check one below)**
 25

26 Lessor has provided the Buyer with all available records and reports pertaining to lead-
 27 based paint and/or lead-based hazards in the housing (list documents below).
 28 _____
 29 _____

30 Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint
 31 hazards in the housing.
 32

33 **Lessee's Acknowledgment (Check the applicable box, then initial and date)**

34 c) _____ **LESSEE HAS RECEIVED COPIES OF ALL INFORMATION LISTED**
 35 **ABOVE AND/OR,**

36 d) _____ **LESSEE HAS RECEIVED THE PAMPHLET**
 37 *"Protect Your Family from Lead in Your Home"*
 38

39 **Licensee's Acknowledgment: (initial)**

40 e) _____ Licensee assisting Lessor has informed the Lessor of the Lessor's obligations
41 under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure
42 compliance.

43
44 f) _____ Licensee assisting Lessee has provided Lessee a copy of the Lead Based Paint
45 Brochure form.

46
47 **Certification of Accuracy**
48 The following parties have reviewed the information above and certify, to the best of their
49 knowledge, the information they have provided is true and accurate.

50
51

52 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL**
53 **PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**

54 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

55
56
57

58 _____
59 **LESSOR** **DATE** **LESSEE** **DATE**

60
61 _____
62 **LESSOR** **DATE** **LESSEE** **DATE**

63
64 _____
65 **LICENSEE ASSISTING LESSOR** **DATE** **LICENSEE ASSISTING LESSEE** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2011. Last revised 11/03. All previous versions of this document may no longer be valid.

Asbestos Disclosure

Lease Effective Date: ____/____/____

Lessee (Head of Household): _____(AKA, "The Tenant")

&

Lessor: _____(AKA, "The Landlord")

Lease Property Location:

Address: _____

City: _____ State: _____ Zip: _____

The above mentioned parties do hereby agree as follows:

A common building material that is sometimes present in many buildings that were built before 1981 is asbestos.

Only the presence of asbestos materials does not create a health risk to residents according to the EPA. Only when asbestos materials are disturbed or dislodged causing the asbestos fibers to be released are there health risks involved. Some activities of concern are sanding, scraping, pounding and any other remodeling activity that may release dust into the air and cause asbestos particles to be released.

Federal law requires that certain precautions be taken to minimize the chances of damaging or disturbing materials that contain asbestos. The EPA does not require asbestos material to be removed.

The below signed Tenant(s) hereby acknowledge that this Asbestos Disclosure is a warning that the Leased Property may contain asbestos and due to this the Tenant may be exposed to a chemical that is known to cause cancer.

The Tenant(s) also hereby agree that there are to be no modifications, repairs, and or alterations to the premises without the written approval of the Landlord and this approval will

be based upon the acceptance of a written plan of protection from the possible release of or exposure to the asbestos substance.

The Tenant(s) may only hang items on the wall with hangers that are less than one-quarter of an inch in diameter. The Tenant(s) will also immediately notify the Landlord when a hole larger than one-quarter of an inch in diameter exists, when wallboard or ceilings begin to crumble or peel, and / or any evidence of water leakage.

The Landlord hereby discloses any known information regarding asbestos that is located in or around the following areas of the Leased Property:

The Landlord has no knowledge of any asbestos located in or around the Leased Property.

Signature of the Tenant Date

Signature of the Landlord Date

Inspection Checklist

Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 0 18)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

A. General Information		Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise; 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other
Inspected Unit	Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/>	Fail		
<input type="checkbox"/>	Inconclusive		

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)	
4.1	Room Code and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of deteriorated paint?						
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?						
4.10	Smoke Detectors						
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of deteriorated paint?						
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?						
4.10	Smoke Detectors						
5. All Secondary Rooms (Rooms not used for living)							
5.1	None Go to Part 6						
5.2	Security						
5.3	Electrical Hazards						
5.4	Other Potentially Hazardous Features in these Rooms						

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) Yes

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy)	Address of Inspected Unit
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Type of Inspection	Initial	Special	Reinspection
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Item Number	Reason for "Fail" or "Pass with Comments"	Rating
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Continued on additional page Yes No