

**Housing Authority of Prince George's County
Housing Choice Voucher Home Modification Fund**

Dear Participant:

The Housing Authority of Prince George's County (HAPCG) has created a Modification Fund that is available for the Housing Choice Voucher Program (HCVP) Participants to modify their rental units. The Fund is for the exclusive use of families with disabilities whose units need modifications to reasonably accommodate an identified disability. The Fund shall be available to address the needs of individuals with various disabilities including, but not limited to, individuals who are Deaf and hard of hearing; individuals who are blind or have limited vision; and individuals with psychiatric/mental impairments or mobility disabilities. The dollar amount of the Fund is limited and is available for use until it is depleted on or before December 6, 2023 whichever comes first.

The Fund is intended to be available when the Participant Family needs to modify a dwelling unit to meet the disability-related needs of a family member. Anticipated uses for the Fund, (without limitation), may include, but is not limited to, installation of grab bars, hand held shower, raised toilet, flashing fire alarm, stair glide, a motion sensor, wheelchair lift or ramp, widened doorway, curb cut, and tub seat, etc.

Modification requests are subject to HAPGC's review and approval. Additionally, a Participant Family must obtain their landlord's approval, in writing, before initiating modifications to the rental unit.

Expenses per family are limited to Fifteen Thousand Dollars \$15,000.00. The HAPGC, may authorize expenditures over the amount if it appears to be justified by: 1) the need for the modification, considering alternative less expensive methods and the necessity of the modification; and 2) the expenditure does not appear to risk using an unreasonable amount of funds still available. This takes into consideration the number of requests that have been made for use of the Fund and the average costs for modifications that have been made or approved. If requested by a family eligible for the Funds, HAPGC may make the Funds available to remove those modifications that were provided using such funds, provided it does not exceed the original amount of \$15,000.00.

Please note that you can ask for a reasonable accommodation to use HAPGC's housing or services. This can include auxiliary aids or services, materials in an alternative format, or help in completing paperwork or changes to your housing based on your disability. Contact the 504 Coordinator at (301)883-5576 or email dhcd-504@co.pg.md.us for assistance.



To be eligible for the Fund, you must apply in person, by appointment with the 504 Coordinator or by email to dhcd-504@co.pg.md.us.

The 504 Coordinator shall grant or deny request for the Fund within thirty (30) days of receipt of the completed application. Once enough information is received, the Coordinator shall decide granting or denying the request within thirty (30) days of the completed application. The Coordinator will make a good faith effort to facilitate the implementation of any approved requests in a timely manner.

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**Reasonable Accommodation Coordinator
9200 Basil Court, Suite 500
Largo, MD 20774
301-883-5576**

Application No.: MOD _____

**Application for Housing Choice Voucher Modification Fund
Participant**

APPLICANT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Name:					DOB:					Age:			
Current Address:													
Home/Mobile Phone:					Work Phone:								
Email address:													

PROPERTY INFORMATION <i>(Please complete all information below)</i>
Property Address:
Landlord Name:
Landlord Phone Number:
Landlord Email Address:

Describe the Proposed Modification and its Benefits
Who Needs the Modification:
Describe modification/benefits:

This Agreement is made this ___ day of _____, 20___, by and between the Housing Authority of Prince George's County ("HAPGC") and the Participant, _____, a resident of _____ ("Rental Home").

HAPGC has created a Modification Fund for exclusive use by Families with Disabilities in HAPGC's Tenant Based Voucher program who need modifications to rental housing in Prince George's County as an accommodation to their disability. The Modification Fund is intended to be available in instances when the Participant Family has the burden of making modifications to meet the disability related needs of a family member. The amount of money in the Modification Fund as initially created was capped at \$200,000. Nothing in this Agreement shall be construed as requiring HAPGC to provide additional funds to the Modification Fund, to increase the amount of funding available under that Modification Fund or to make any promises of payment from that Fund except as specifically set forth herein. Further, this Agreement is not intended to modify in any way the Housing Assistance Payment Contract between HAPGC and the Landlord.

The Participant has applied for use of funds through the Modification Fund and HAPGC has approved Participant's application to the Modification Fund subject to the terms of this Agreement. This Agreement serves to memorialize the terms of that approval and identify the conditions on which any funds will be paid by HAPGC for modifications to the Rental Home.

HAPGC has reviewed the written Scope of Work proposed by the Participant and Participant's chosen contractor ("Contractor") as work permissible and in accord with the Modification Fund's intended purpose.

Participant states s/he has provided a copy of the written Scope of Work proposed by the Participant and Participant's chosen contractor to Participant's Landlord, who is the Landlord as identified on HAPGC's Housing Assistance Payment Contract for the unit in which Participant currently resides. Participant represents to HAPGC that the Landlord approved the Scope of Work and modifications to the Rental Home.

Participant has entered into a Contract with the Contractor, a copy of which is attached hereto as Exhibit A and referred to herein as "Contract", said Contract includes the above referenced written Scope of Work. Under the Contract, Participant shall pay Contractor an amount not to exceed \$_____ in exchange for work satisfactorily performed as set forth in the Contract and the Scope of Work attached thereto.

Participant agrees HAPGC is not a party to the Contract between Participant and the Participant's chosen Contractor.

Participant acknowledges and agrees that HAPGC takes no responsibility for the quality, workmanship, timeliness or control in any way for any work performed or any damage done to the rental property by any person under the Contract or by reason of this Modification Fund Agreement, including but not limited to any modifications later performed to remove the disability related modifications.

HAPGC agrees upon proper proof and verification by Participant that the work was performed properly and completely to pay to Participant for Participant to promptly pay Contractor or on Participant's request to pay Contractor directly for that work set forth in the Contract and in accordance with the Scope of Work. HAPGC shall only pay up to that amount agreed to herein and not to any additional amount despite request or demand by Contractor or any other person, including Participant or Landlord. HAPGC expressly states it has no liability or any duty of any kind to Contractor and any duty HAPGC has is only to Participant such that any complaint of Contractor is not against HAPGC but rests with Participant

Participant understands that HAPC's payments hereunder shall not exceed the amount set forth on the attached Contract between Participant and Contractor and is only due upon proper proof and verification by Participant that the work was performed properly and completely.

The Participant understands that notwithstanding any consent of the Landlord to modifications and consent of HAPGC to use of the funds paid under this Agreement, the Participant may be responsible for the removal of any modifications made upon vacating the assisted unit and the Participant alone may be held responsible for any and all costs associated with removing those modifications and returning the unit to its pre-modification condition. If in the future, any Modification Funds remain available in the Modification Fund, Participant may apply for funds to assist in that process, but HAPGC expressly make no promise, guarantee, or otherwise agrees to pay for those costs or related repairs.

HAPGC shall have no obligation to pay Contractor or reimburse Participant for any amount due under the Contract regardless of proof of completion if Participant no longer resides in the unit at the time of completion, request for payment, or when payment is due.

This Agreement may be executed in counterparts. If executed in counterparts, each shall be deemed and original and all, taken together shall constitute one and the same instrument.

Participant Signature Date

HAPGC Staff Signature Date

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THE FOLLOWING SECTION SHOULD BE COMPLETED BY PARTICIPANT AND LANDLORD

Landlord acknowledges receipt of the foregoing Agreement, states it has reviewed and approved the Scope of Work and understands that HAPGC's obligation is limited only to those obligations specifically set forth in the aforementioned Modification Fund Agreement. Landlord acknowledges and agrees that HAPGC takes no responsibility for the quality, workmanship, timeliness or control in any way for of any work performed or any damage done to the rental property by any person under this Modification Fund Agreement or Participant's Contract with Landlord.

Participant Signature

Date

Landlord Signature

Date

EXHIBIT A: CONTRACTOR SCOPE OF WORK

[attach completed signed dated copy here – this Modification Fund Agreement is not valid nor complete without it]

SAMPLE

Modification Fund Agreement

This Agreement is made this ___ day of _____, 20____, by and between the Housing Authority of Prince George's County ("HAPGC") and the Participant, _____, a resident of _____ ("Rental Home").

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Participant's chosen Contractor.

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This Agreement may be executed in counterparts. If executed in counterparts, each shall be deemed and original and all, taken together shall constitute one and the same instrument.

Participant Signature

Date

HAPGC Staff Signature

Date

[INTENTIONAL PAGE BREAK]

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LANDLORD**

Landlord acknowledges receipt of the foregoing Agreement, states it has reviewed and approved the Scope of Work and understands that HAPGC's obligation is limited only to those obligations specifically set forth in the aforementioned Modification Fund Agreement. Landlord acknowledges and agrees that HAPGC takes no responsibility for the quality, workmanship, timeliness or control in any way for of any work performed or any damage done to the rental property by any person under this Modification Fund Agreement or Participant's Contract with Landlord.

Participant Signature	Date	Landlord Signature	Date
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EXHIBIT A: CONTRACTOR SCOPE OF WORK

[attach completed signed dated copy here – this Modification Fund Agreement is not valid nor complete without it]

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Modification Fund Re-start Procedures

This Document Supersedes and Replaces the letter sent February 9, 2021

Steps	Tenant's Responsibility and Suggested Timelines for Performance	Other's Responsibility
Step 1	<p><u>Application</u> Submit Application for Modification Fund (if you received this letter you have completed this step.)</p>	<p>The HAPGC will provide the Tenant with a list of approved contractors, including their contact information. HAPGC will also provide Tenant a redacted copy of the Modification Fund Application for tenant to give contractors for consideration.</p>
Step 2	<p><u>Contractor Selection</u> The Tenant shall review the list of Approved Contractors. This process should take on average 2-3 business days</p>	
Step 3	<p><u>Contractor Selection</u> The Tenant will choose a contractor and contact the contractor and provide them their information, including Tenant's redacted copy of the application for use of the Modification Funds. This process should take on average 2-3 business days</p>	
Step 4	<p><u>Contractor Site Visit</u> Tenant will schedule a date to have the contractor come to your dwelling to review your project. This should take on average 10-14 business days. You will need to give the contractor a time to respond and you may need to follow up with the contractor to provide you their proposal in a timely manner</p>	<p>After Tenant's meeting with the contractor, the contractor will develop a "Scope of Work," which provides an understanding of what work needs to be done. The contractor should provide Tenant with a document that lists the work to be done and the total cost of project (Bid Document). The contractor should provide photographs and/or drawings of the proposed work area to support/explain the work proposed. Depending on the work required, contractor may need to provide</p>

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Modification Fund Restart

		specifications on any specialty parts (i.e. raised toilet seats, length of grab bars, etc.)
Step 5	<p><u>Submission of Contractor Documents</u> After obtaining the contractor’s scope of work and selecting your preferred contractor, Tenant will forward a copy of the selected contractor’s scope of work, photographs and any other supporting documents along with the project cost documents to HAPGC for review. This should take Tenant on average 7-10 days</p>	<p>After receiving Tenant’s scope of work and proposed contractor, the HAPGC will review the “Scope of Work” and proposed cost (also called a “Bid”) for completeness and appropriate costs. The HAPGC will provide the Tenant feedback, if necessary, on the Scope of Work and the Bid. HAPGC may send a copy to the contractor. HAPGC will not negotiate directly with the Contractor. HAPGC will also provide tenant a proposed Modification Fund Agreement outlining the terms of HAPGC’s agreement with Tenant and attaching the final approved Scope of Work. HAPGC will Tenant a blank Contract form of Tenant and Contractor to complete that attaches the approved Scope of Work. On average this should take 5-7 business days.</p>
Step 6	<p><u>Contract Agreement</u> After receiving HAPGC’s Modification Fund Agreement, and if Tenant agrees to HAPGC’s terms, then the Tenant will enter into a contract with the contractor for the work to be done. The contract will be between Tenant and the Contractor. The contract should list the</p> <ul style="list-style-type: none"> • Parties • Scope of Work • Cost (time and materials) • Materials to be Used • Project Beginning Date • Projected Project Ending Date <p>All work should be based on the approved Scope of Work and Bid pricing. This step should take on average up to 2 or 3 business days. Tenant may need to follow up with</p>	<p>The contractor will review and agree or not agree with the proposed contract. The contractor will need to provide Tenant a signed dated contract agreeing to the terms attaching the same Scope of Work. Contractor should not begin any work until Tenant returns the signed Modification Fund Agreement. HAPGC does not guarantee any payment to Contractor.</p>

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	<p>Contractor to obtain the signed Contract documents.</p> <p>After receiving the signed Contract with the same Scope of Work, Tenant should return the signed Modification Fund Agreement with the attachment to HAPGC. No work can begin until Tenant returns the Signed Modification Fund Agreement with the Signed Contract to HAPGC.</p>	
Step 7	<p><u>Installation and/or Construction Process</u></p> <p>Tenant Site Preparation, tenant is responsible for making the unit ready for the contractor in accordance with the contract. (ex. Being home to allow access, moving any belongings in the area of construction, etc.) Contractor to arrive on-site and promptly begin work at designated time. Timeframe: to vary per project. Tenant to adhere to all COVID 19 safety protocols, while Contractor and HAPGC staff are onsite.</p>	<p>Contractor should complete work within the time provided in the contract with Tenant.</p> <p>Contractor is to maintain a safe and clean working environment at all times.</p> <p>Contractor to adhere to all COVID 19 safety protocols, while onsite.</p>
Step 8	<p><u>Project Inspection</u></p> <p>At the completion of the project, the Tenant must inspect all related project work for completeness, craftsmanship, and desired outcome. Tenant must raise any concerns about the quality of the work or completion with the Contractor before requesting HAPGC make payment. This review and communication of concerns with the contractor should be completed within 2-3 business days of the date the contractor states the work is done.</p>	<p>HAPGC recommends that the Tenant compile a list of any issues or concerns related to the contractor’s work and present the written list to the contractor to address and/or correct. (This must happen before Tenant signs off Tenant approval on the project.)</p> <p>Upon receipt of the list, the contractor should schedule a time to see the concerns and make any necessary repairs. This should happen within 2-3 business days of receiving the list of Tenant concerns.</p>
Step 9	<p><u>Project Close-out</u></p> <p>After the contractor completes the follow up repairs, the Tenant must make another review of the project, as well as review the final invoice for work done by the contractor, including materials used or installed. The tenant should determine if the work is completed or repeat Step above. This follow up review and communication of concerns</p>	<p>The contractor will provide the tenant a final invoice. The invoice should be directed to the Tenant and have the tenant’s name. The invoice should be the same or less than the Contract price. HAPGC will not approve or make payment of any amount over the agreed upon price set forth in the Modification Fund Agreement.</p>

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Modification Fund Restart

	<p>with the contractor should be completed within 2-3 business days of the date the contractor states the work is done.</p>	
<p>Step 10</p>	<p>Final Invoicing Within 2-3 business days of completion and confirmation that the work was done properly to Tenant’s satisfaction and done for the price agreed upon in the contract, the Tenant shall remit the invoice to HAPGC for payment to the contractor indicating that the contract was completed and payment is requested.</p>	<p>Once approved by Tenant, Contractor may provide a courtesy copy of the invoice to Tenant to HAPGC but HAPGC will not pay any invoice in which HAPGC is named as the responsible party. The HAPGC will review all documentation related to the project to approve reimbursement of expenditures by Tenant. HAPGC will rely on the Tenant’s confirmation that the contract was completed. HAPGC will not inspect the quality of the work that is the sole responsible of Tenant. Final approval of project costs and reimbursable expenditures will come from the 504 Coordinator. Notification of any discrepancies that are considered a non-allowable expense will be provided to the Tenant within 7-10 business days of Tenant’s submission of documents requesting payment to Contractor or reimbursement for cost/expenditures. The HAPGC will pay Contractor or reimburse Tenant for all approved costs up to the agreed upon amount in the executed Modification Fund Agreement) within 30 calendar days of approved paid invoice.</p>

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