



## **Client/Homeowner Statement of Understanding Home Modification Benefit**

Home Modification is a Long-Term Services and Supports (LTSS) Health First Colorado (Colorado's Medicaid Program) benefit that allows for specific modifications, adaptations, or improvements in an eligible client's existing home setting. There is a \$14,000 lifetime maximum for the Home Modification benefit.

Home modifications must be required due to the client's illness, impairment or disability, and home modifications over \$2,499, must also be recommended by a licensed occupational/physical therapist. Please note, not all recommendations will be a part of the scope of work. Final approval is subject to review by the State.

Please review the following responsibilities and sign that you understand:

### **Construction**

1. Homeowner/client shall not make any changes or additions to the approved bid without the written approval of the State and understands that all changes and additions not part of an approved bid or change request become the sole responsibility of the Contractor and Homeowner/Client for payment and dispute resolution regarding such additions or changes.
2. Homeowner/Client understands that Contractor is required to comply with state/local codes, which includes obtaining permits, and may increase the cost of the home modification.
3. Homeowner/Client will be given the opportunity to review all of the bids received for their project and choose their preferred Contractor, even if that Contractor did not submit the lowest bid. Approval of such bids will comply with the home mod rule.
4. Homeowner/Client agrees that he/she will not hold the State liable for personal property loss or damage that may be incurred during the construction period. The State recommends the client secures his/her personal property, household goods, and/or personal items remaining on site during construction. However, Contractors are required to maintain liability insurance policies in the event of personal property loss or damage.
5. Homeowner/Client shall cooperate with the Contractor and Subcontractor to facilitate the performance of the work and neither the Homeowner/Client nor any members of the household will hinder their performance.
6. Homeowner/Client shall permit the Contractor to use existing utilities such as power and water, at no cost, only to the extent necessary to carry out the completion of the work.
7. Homeowner/Client agrees to ensure that the Contractor has reasonable access to the work area during normal business hours of 8am-5pm, Monday-Friday, during the construction period.
8. Homeowner/Client understands that all projects are subject to an inspection by the Division of Housing. In addition, Client may contact their case manager at any time to request an inspection for assistance with dispute resolution.

9. Homeowner/Client will ensure that when applicable, the appropriate Homeowner’s association and/or landlord submit written approval of the proposed modifications, prior to the commencement of any work.
10. Homeowner/Client shall designate a single contact to approve or make decisions regarding the home modification.

**Warranty**

11. Homeowner/Client understands that all work performed by the Contractor and all subcontractors will be warranted for one year, and there may be a separate manufacturer warranty on materials/equipment. Upon client’s request, contractor is responsible for furnishing warranty information to Homeowner/client.
12. Homeowner/Client shall be responsible for regular maintenance of the home modification work, outside of the Contractor and/or Manufacturer’s warranties. All modifications completed by the Contractor shall be utilized for their intended purposes only. Improper use may result in voiding the warranty.
13. Homeowner/Client understands that they shall contact the Contractor for warranty issues required on work performed. If the Contractor does not respond within an appropriate timeframe, the Client may then contact their case manager.

**Home Modification Terms and Cancellation**

14. Homeowner/Client understands that they have the right to coordinate an appropriate start date with the contractor and sign off on whether or not the project is complete.
15. Homeowner/Client understands if the contractor and/or subcontractor exhibit behaviors deemed to be unprofessional and /or disrespectful, the Homeowner/Client shall notify the State, who will act as an intermediary between the Contractor and the Homeowner/Client to resolve any issues. The State will determine if the behavior exhibited warrants termination of the contractor from the project.
16. Homeowner/Client understands that if they or anyone in the home exhibits behaviors that make the Contractor and/or employees uncomfortable, the Contractor has the right to not continue with the project. Homeowner/Client agrees to treat Contractor and employees with respect and dignity.

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Client Name (Please Print)

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Client’s Signature

Date

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Homeowner Name, if different

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Homeowner’s Signature

Date