



Department of Health and Social Services
Division of Public Assistance

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| Office Use Only |
| District Office: _____ |
| EIS Case # _____ |
| Period of Agreement _____ |

Adult Public Assistance Program Agreement to Sell Property

Your Name (please print) _____

1. Description of Resource:

(If real property, show address or location.)

| Name(s) of owner(s) | Percent of Ownership | Estimated Current Market Value | Amount Owed on Resource | Estimated Profit (after sales expenses, liens, or debts are paid) |
|---------------------|----------------------|--------------------------------|-------------------------|---|
| | | | | |

2. Description of Resource:

(If real property, show address or location.)

| Name(s) of owner(s) | Percent of Ownership | Estimated Current Market Value | Amount Owed on Resource | Estimated Profit (after sales expenses, liens, or debts are paid) |
|---------------------|----------------------|--------------------------------|-------------------------|---|
| | | | | |

Conditions of Agreement: My resources exceed the amount that an eligible individual may have and still qualify for Adult Public Assistance (APA). I hereby request that conditional APA payments be made until I can sell the above-described resources. I agree to take all necessary and proper steps to sell the above-described resources and to actively continue efforts to do so until the resources are sold. I agree to sell the above-described resources for the highest price I can. I understand that I have 3 months to sell personal property or 9 months to sell real property from the date I sign this agreement. I also agree to notify the Division of Public Assistance within 10 working days after selling the property or signing an agreement of sale. I further agree to immediately repay all APA payments I receive between the date I sign this form and the end of the month in which the sale is completed. I understand that if I fail to comply with the terms of this agreement, the Division of Public Assistance will require me to make immediate refund of all payments made under the agreement.

I have read and understand the information on the back of this form.

Your signature Date

Signature of other owner Date

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Return This Form Promptly

If you do not fill out, sign, date, and return this form to your Eligibility Worker within 10 days after you receive it, your application will be denied or your case will be closed.

Time Limits for Selling Property

The time limit during which you must sell the property is:

- Real property (houses, land, etc.) – 9 calendar months from the date this agreement is signed.
- All other property – 3 calendar months from the date this agreement is signed.

Good Faith Effort

From the date you sign this form until you sell the property, you must make a “good faith effort” to sell. This means you must have the property listed for sale at all times with one or more realtors or real estate agents, or you must offer it for sale privately by running a classified advertisement in a newspaper in your area at least one day a month, and keep visible “for sale” signs on the property. You must also offer the property for sale at a “reasonable price”, which means it must be priced at the highest price you can get, but no higher than the price of similar properties in your areas, and your agent, sign, or advertisements must solicit other reasonable offers.

You are not bound by estimates of your property’s current market value. If you are unable to sell your property for its current market value, you may reduce your price and sell it for less than your estimate. You must keep records of all offers to purchase the property, including who made the offer, when it was made, and the amount of the offer.

Your Repayment Obligation

By signing this form, You have agreed to repay to the Division of Public Assistance the total amount of all Adult Public Assistance payments you receive between the date you sign this form and the end of the month in which the sale of your property is completed.

- If you receive less profit (money) from the sale than the total amount of Adult Public Assistance you receive, you only have to repay the total amount of your sale profit.
- If you receive more profit from the sale than the total amount of Adult Public Assistance you receive, you only need to repay the total amount of the Adult Public Assistance you received.
- If you entered into a similar agreement with the Social Security Administration, you have to repay any Supplemental Security Income payments you receive before you repay any Adult Public Assistance payments. If all of your profits went to the Social Security Administration, you do not have to repay the State of Alaska.

If you fail at any time to make a good faith effort to sell the property or become ineligible for Adult Public Assistance for any reason, all the Adult Public Assistance payments made to you will be considered overpayments that you must repay.

Notifying Your Public Assistance Office

You must notify your Public Assistance office or Eligibility Worker within 10 days:

- If you sell the property
- If you find that you cannot sell the property, for whatever reason
- If you decide not to sell the property