

## Housing Modification Property Release Agreement

To be completed for modifications to the residence of individuals enrolled in an Aging and Long-Term Support Administration (AL TSA\*) program, including the installation of necessary equipment, that directly affects the interior or exterior of the dwelling. This form must be signed before work begins.

CLIENT'S NAME	CLIENT'S PROVIDER ONE ID	CASE MANAGER'S NAME	CASE MANAGER'S EMAIL
CLIENT'S RESIDENCE ADDRESS (WHERE MODIFICATIONS / INSTALLATION WILL OCCUR) (INCLUDE CITY, STATE, AND ZIP CODE)			
PROPERTY OWNER / MANAGER'S NAME	PROPERTY OWNER / MANAGER'S PHONE	PROPERTY OWNER / MANAGER'S EMAIL	
PROPERTY OWNER / MANAGER'S MAILING ADDRESS		CITY	STATE ZIP CODE
<b>1. Environmental Modification</b>			
<p>The <b>physical</b> changes made to adapt a living space or structure to meet specific service needs of eligible individuals with physical limitations to maintain their health, safety, and independence, e.g., widening a doorway, building a ramp, or making a bathroom accessible. An environmental modification may include the installation of equipment (such as a grab bar installed as part of a larger modification to a bathroom to make it more accessible).</p> <p>a. Is this a modification to the residence? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, skip to Section 2 below)</p> <p>b. The modification to be completed is:</p> <p><b>Note:</b> All environmental modifications must be completed by a licensed and bonded contractor with a current DSHS contract (<b>See Sections 3 and 4 below</b>).</p>			
<b>2. Installation of Equipment which is not included in an environmental modification</b>			
<p>Actions that are necessary to attach equipment to the building <i>without</i> making any physical changes to the living space or structure itself, e.g., installing swing-away hinges on a doorway, tension rod transfer poles, EWC lift system, etc.</p> <p>The equipment to be installed is:</p> <p>Who will be responsible to complete the installation?</p> <p>a. <input type="checkbox"/> A licensed and bonded contractor with a current DSHS contract (<b>See Sections 3 and 5 below</b>).</p> <p>b. <input type="checkbox"/> Property Owner / Manager (<b>See Sections 4 and 5 below</b>).</p> <p>c. <input type="checkbox"/> Client / Legal Representative (including work completed independently, or if a contractor is paid using private funds (<b>See Sections 4 and 5 below</b>)).</p>			
<b>3. Work Performed under this agreement by a DSHS contracted provider (See Sections 1 and 2a above)</b>			
<ul style="list-style-type: none"> <li>The owner / manager reserves the right to approve the quality of finished work and will be notified upon completion. Any complaints must be forwarded to <b>Insert Case Manager's Name</b> within 10 calendar days of notification by the client's case worker of completion of work.</li> <li>Any defects in workmanship or materials must be reported within one year from the date of completion or as specified in state law.</li> </ul>			

**4. Work Performed under this Agreement by an entity other than a DSHS contracted provider  
(See Sections 2b or 2c above)**

I release DSHS / ALTSA or AAA from all liability, and waive all claims, related to injuries or property damage related to installation or use of equipment or modifications paid for in whole or in part DSHS / ALTSA or AAA. Further, I will defend, indemnify, and hold harmless DSHS / ALTSA or AAA for any claims by third parties relating to the installation and use of the equipment. I am requesting this modification or installation of this equipment at my own risk, I understand all risks involved, and am voluntarily undertaking the responsibility of this project.

**I understand that this means that I cannot sue DSHS / ALTSA or AAA, and that I may be held responsible for any injuries caused by this project or the use of this equipment.**

**5. All Work Performed under this agreement (See Sections 1 and 2 above)**

The modification or installation of equipment is a reasonable accommodation for the client (listed above, per Fair Housing Standards). The modification or installation of equipment being proposed to the client's residence is necessary to ensure the client's health, welfare, and safety and to enable the client to function with greater independence.

The property owner / manager agrees that:

- State funding for equipment or modification will only be utilized as authorized by the client's case worker.
- The property owner will be responsible for all testing, maintenance, or repairs necessary prior to, during, or after work performed. Examples include, but are not limited to:
  - Mold testing and remediation.
  - Asbestos testing and abatement. Abatement can include either removal or encapsulation of asbestos.
  - Repairs required due to water or pest damage.
  - General repairs that would benefit anyone residing in the house that are not specific to the client's condition.
- The client, DSHS / ALTSA or AAA will not be required to restore or repair the property when the client vacates, including if the client takes **portable** equipment with them when they move. Examples of portable equipment include, but are not limited to, a track lift system or a portable metal ramp if steps were left intact below the ramp.

**By signing below, I acknowledge that I fully understand and agree to the above terms.**

PROPERTY OWNER / MANAGER'S SIGNATURE (REQUIRED)

DATE

CLIENT / CLIENT REPRESENTATIVE'S SIGNATURE (REQUIRED IF CLIENT IS NOT THE HOMEOWNER AND 2C IS INDICATED ABOVE)

DATE

Only DSHS / ALTSA can modify this form.

A photocopy of this agreement shall be considered as valid as the original.

\* All references to "ALTSA" includes both Home and Community Services (HCS) and the local Area Agency on Aging (AAA).