



## Environmental Adaptation Property Release Agreement

To be completed for adaptations to the residence of individuals enrolled in a Home and Community-Based Services program through the Developmental Disabilities Administration, including the installation of necessary equipment, that directly affects the interior or exterior of the dwelling. This form must be signed before work begins. For individuals living in a rental property, see the Lease Addendum in **Section 4** below.

CLIENT'S NAME	CLIENT'S ADSA ID	CASE MANAGER'S NAME	CASE MANAGER'S EMAIL
CLIENT'S RESIDENCE ADDRESS (WHERE ADAPTATIONS / INSTALLATION WILL OCCUR) ADDRESS CITY STATE ZIP CODE			
PROPERTY OWNER / MANAGER / LANDLORD INFORMATION NAME		PHONE NUMBER	EMAIL
MAILING ADDRESS		CITY	STATE ZIP CODE
NAME of LICENSED AND BONDED CONTRACTOR WITH A DSHS CONTRACT		DSHS CONTRACT NUMBER	

### 1. Environmental Adaptation

Environmental adaptations provide physical adaptations to the client's existing home and existing rooms within the home required by the individual's person-centered service plan needed to allow an individual to physically access their home when those adaptations are not covered under the Medicaid state plan. The Environmental Adaptation must:

- (a) Ensure the health, welfare, and safety of the individual; and
- (b) Enable the individual who would otherwise require institutionalization or out of home placement, to function with greater independence in the home. Adaptations can include widening a doorway, building a ramp, making a bathroom accessible and the installation of equipment (such as a grab bar installed as part of a larger adaptation to a bathroom to make it more accessible).

- a. Is this an adaptation to the residence? ☐ Yes ☐ No (If no, skip to Section 2 below)
- b. The adaptation to be completed is: **Insert Quote Details or Attach**

**Note:** All environmental adaptations must be completed by a licensed and bonded contractor with a current DSHS contract (see **Section 3**).

### 2. When Installation of Equipment is not included with an Environmental Adaptation

Actions that are necessary to attach equipment to the building without making any physical changes to the living space or structure itself. Examples include installing swing-away hinges on a doorway, tension rod transfer poles, EWC lift system, etc. The installation of items approved for a Therapeutic Adaptation per [WAC 388-845-2155](#) are included in this section.

The equipment to be installed is: **Insert Details or Attach**

Who will be responsible to complete the installation?

- a. ☐ A licensed and bonded contractor with a current DSHS contract (**See also Sections 3-5 below**).
- b. ☐ Property Owner / Manager / Landlord (**See Sections 4 and 5 below**).
- c. ☐ Client / Legal Representative (including work completed independently, or if a contractor is paid using private funds (**See Sections 4 and 5 below**)).

**3. Work Performed under this Agreement by a DSHS Contracted Provider (see Sections 1 and 2a above)**

- The property owner / manager reserves the right to approve the quality of finished work and will be notified upon completion. Any complaints must be forwarded to **Insert Case Manager's Name** within 10 calendar days of notification by the client's case manager of completion of work.
- Any defects in workmanship or materials must be reported within one year from the date of completion or as specified in state law.
- The contractor is solely liable for defects up to one year unless otherwise guaranteed. DSHS is not responsible for payment for defect remediation.
- DSHS is not responsible for damage or deterioration to the environmental adaptation due to lack of maintenance or preventative damage measures (ex. water left unattended on floor, etc.).
- Maintenance, repair, or replacement of adaptation is the responsibility of the homeowner and not the responsibility of DSHS / DDA.

CLIENT'S INITIALS

LEGAL REPRESENTATIVE'S  
INITIALS

CONTRACTOR INITIALS

PROPERTY OWNER / MANAGER /  
LANDLORD INITIALS**4. Lease Addendum (see Sections 1 and 2 above)**

If you reside in a rental property, and you require an environmental adaptation to access the home you rent, the property owner / manager / landlord must agree to the following improvements and alterations to the leased premises. The property owner / manager / landlord cannot require you to remove the improvements and alterations to the leased premises at the end of your lease. Any deviations or changes from the approved environmental adaptation must be submitted in writing for property owner / manager / landlord's approval.

Obtaining all permits, licensing, as well as fulfilling all requirements that may be required by federal, state, local jurisdictions or any governmental agency are the responsibility of the tenant or property owner as agreed between those two parties. The landlord accepts no responsibility or liability for the tenant's failure to do so. The tenant further understands that any and all fines, legal consequences and any and all costs incurred thereof from the tenant's failure to adhere to any requirements imposed by any federal, state, local jurisdiction or governmental agency is the sole responsibility of the tenant. The landlord cannot promise, guarantee or provide warranties to the tenant in any way regarding the ability of the tenant to obtain or be granted the permission to make any alterations, adaptations, or improvements to the leased premises by any federal, state, or local government agency.

The tenant is fully responsible to be sure that the permitted use and any changes, improvements and/or alterations will fulfill all of the requirements of federal, state and local laws, any zoning ordinances, building code, OSHA or EPA requirements and any other governmental regulations. If the tenant violates any part of this addendum, the tenant will then be in default of the lease. In the event of a default, the landlord may initiate legal proceedings in accordance with applicable local laws and regulations to evict or have the tenant removed from the leased premises; as well as seek judgment against the tenant for any monies owed to the landlord as a result of the tenant's default.

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PROPERTY OWNER / MANAGER /  
LANDLORD INITIALS

## 5. All Work Performed under this Agreement (see Sections 1 and 2 above)

The adaptation or installation of equipment is a reasonable accommodation for the client (listed above, per Fair Housing Standards). The adaptation 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 / landlord agrees that:

- State or waiver funding for equipment or adaptation will only be utilized as authorized by the client's case manager.
- The property owner / manager / landlord will be responsible for all testing, maintenance, or repairs necessary prior to, during, or after work performed. The department cannot ensure while an environmental adaptation is in process that other homeowner responsibilities might be discovered. Per contract, the provider must stop the environmental adaptation and consult with the department when this occurs and cannot resume work until the homeowner responsibility has been resolved. Examples of these homeowner responsibilities 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.
  - Home dilapidation
  - General repairs that would benefit anyone residing in the house that are not specific to the client's condition.
- DSHS / DDA do not guarantee a chosen contractor's work. This comes from the contractor's warranty of service, not the department.
- The client, DSHS / DDA 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.

### For all work performed under this agreement:

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

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

**By signing below, each individual / entity acknowledges that they fully understand and agree to all above terms.**

CLIENT'S SIGNATURE

DATE

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

DATE

PROPERTY OWNER / MANAGER / LANDLORD'S SIGNATURE (REQUIRED)

DATE

CONTRACTOR'S SIGNATURE (REQUIRED)

DATE

Only DSHS / DDA can modify this form.

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