

 <p>HAWAII HEALTH SYSTEMS CORPORATION <i>Quality Healthcare for All</i></p> <p>PROCEDURE</p>	<p>Department:</p> <p>Human Resources</p>	<p>Procedure No.</p> <p>ADM 0013B</p>
		<p>Supersedes Procedure No.</p>
<p>Subject:</p> <p><i>Employee Housing and Rental</i></p>	<p>Approved By:</p> <p><i>Linda Rosen</i></p> <p>By: Linda Rosen, M.D., M.P.H. Its: President & CEO</p>	<p>Approved Date:</p> <p>September 23, 2021</p>
		<p>Last Reviewed:</p> <p>January 26, 2021</p>

I. PURPOSE:

To determine and apply employee Housing Rental Rates and Housing Benefits for Living Quarters on Hawaii Health Systems Corporation (HHSC) facility campuses, to include an annual Fair Market Value Rental Assessment of Living Quarters and the use of the approved HHSC Employee Housing Rental Agreement for all employee occupants.

II. PROCEDURES:

- A. The Regional CEO shall be responsible for engaging the services of a licensed real estate property appraiser(s) to conduct a Fair Market Value Rental Assessment on an annual basis.
- B. The Regional CEO shall be responsible for applying the Fair Market Value Assessment report(s) in determining the appropriate Housing Rental Rates for the respective Living Quarters.
- C. The Housing Rental Rates shall be set within the reported Fair Market Value Rental Assessment of the property.
- D. A copy of the annual fair market value rental assessment reports and a list of the determined rental rates shall be forwarded to the VP & General Counsel and VP & CFO.
- E. The Regional CEO shall be responsible for ensuring that their respective facilities with employee Living Quarters implement and obtain a completed HHSC Employee Rental Agreement (Attachment 1) executed by the employee and Regional CEO or designee prior to an employee moving into the Living Quarters.

The HHSC Employee Housing Rental Agreement shall be reviewed for its legal form by the VP & General Counsel if the employee is a physician.

- F. The respective Regional CEO and/or respective Hospital Administrator shall be responsible for developing his or her own check-in/check-out procedures for its employee tenants.

III. ATTACHMENT(S):

Attachment 1: HHSC Employee Housing Rental Agreement

Hawaii Health Systems Corporation
EMPLOYEE HOUSING RENTAL AGREEMENT

THIS EMPLOYEE HOUSING RENTAL AGREEMENT (this, "Agreement") made this _____ day of _____, 20XX,
 between the HAWAII HEALTH SYSTEMS CORPORATION, ("AUTHORITY"), and

 (PLEASE PRINT)

 (MAILING ADDRESS)

("TENANT"). Family tenancy consisting of:

 (SPECIFY SEX AND AGE OF CHILD)

AUTHORITY in consideration of the rents set forth below and the covenants and agreements of TENANT contained herein, hereby leases to TENANT the following described Living Quarters:

SINGLE: Room No. _____ of Cottage No. _____ Containing _____ Bedrooms

FAMILY: Cottage No. _____ Containing _____ Bedrooms

Located at: _____ (the "Living Quarters")
 (FACILITY)

Together with any household appliances and furnishings belonging to the AUTHORITY.

Term: From _____ to _____

Rental: \$ _____ per month by:

Payroll deduction ☐

Cash payment ☐

SECURITY DEPOSIT: TENANT shall pay a security deposit equivalent to one month's rent. The security deposit will be held for the length of the tenancy and may not be used as the last month's rent. After vacating the Living Quarters, the security deposit will be returned to TENANT if there is no outstanding rent balance and/or damages to the Living Quarters.

The AUTHORITY may terminate this Agreement before the expiration of the Term by giving TENANT thirty (30) days' prior notice in writing.

TENANT may terminate this Agreement before the expiration of the Term by giving the AUTHORITY thirty (30) days' prior notice on a form supplied by the AUTHORITY of TENANT's intent to terminate. Unless such notice of termination is filed timely, the AUTHORITY may, in its sole discretion, continue to collect rent from TENANT consistent with the terms of this Agreement. Where tenancy is for a fraction of a month, the monthly rent shall be prorated to the last day of tenancy.

I, TENANT WHOSE SIGNATURE APPEARS IMMEDIATELY BELOW HAS READ, UNDERSTANDS, AND HEREBY AGREES TO ABIDE BY THE PROVISIONS OF THIS AGREEMENT. INCLUDING THE EMPLOYEE HOUSING TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM AND THE CONDITIONS AND CONDITIONS OF OCCUPANCY (COLLECTIVELY, THE "TERMS AND CONDITIONS"), ALL OF WHICH SHALL BE A PART OF THIS AGREEMENT. TENANT AGREES THAT FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS SHALL BE JUST AND PROPER CAUSE FOR THE TERMINATION AND CANCELLATION OF THIS AGREEMENT BY THE AUTHORITY; TENANT AGREES TO VACATE THE LIVING QUARTERS, WITHOUT DISTURBANCE OR DELAY UPON EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT OR UPON THE EXPIRATION OF THE TIME LIMIT CONTAINED IN ANY WRITTEN NOTICE FROM THE AUTHORITY.

[Signatures appear on the following page.]

WITNESS: _____

_____ TENANT

HAWAII HEALTH SYSTEMS CORPORATION:

RCEO/ADMINISTRATOR/PCEO

DATE

**EMPLOYEE HOUSING
TERMS AND CONDITIONS**

TENANT HEREBY SPECIFICALLY AGREES:

A. Capitalized terms not defined herein shall have the meanings set forth in the Employee Housing and Rental Agreement and the attachments thereto and the HHSC Employee Housing and Rental policy.

B. TENANT shall pay said payroll deduction (or in special cases approved by the AUTHORITY, by cash payment) on or before the 5th day of each and every month, in advance, without notice or demand and TENANT agrees to promptly pay, when billed, for any damage done to Living Quarters occupied by TENANT, and for any loss or damage of equipment or property caused by TENANT or TENANT's family, agents, guests, visitors, licensees, or invitees (collectively, "Invitees").

C. TENANT and TENANT's Invitees shall faithfully comply with all Terms and Conditions of this Agreement and other rules and regulations implemented by AUTHORITY during the Term.

D. That TENANT shall not use the Living Quarters for any illegal, immoral, or business purposes or display in or about the Living Quarters any signs whatsoever; that TENANT shall not make any repairs or alterations or install any equipment or appurtenances without the written consent of the AUTHORITY.

E. That TENANT shall permit the AUTHORITY, or its representatives, to enter the Living Quarters during all reasonable hours to examine same, or to make such repairs, additions, or alterations as may be deemed necessary.

F. That TENANT shall not use nor permit the Living Quarters to be used for any other purpose than a private dwelling solely for TENANT and TENANT's family as listed on this Agreement.

G. That TENANT shall not assign this Agreement nor sublet or transfer possession of the Living Quarters nor give accommodations, without written consent of the AUTHORITY, to boarders, lodgers, or persons other than TENANT's immediate family as designated in this Agreement.

H. That TENANT and TENANT's family as listed on this Agreement shall promptly quit and surrender the Living Quarters and possessions in a clean and sanitary condition, reasonable wear and tear excepted, at the expiration, cancellation, or termination of this Agreement, but no later than thirty (30) days after TENANT's last day of service/employment for AUTHORITY, or on another date set by AUTHORITY. The actual date of TENANT's and TENANT's family's (as listed on this Agreement) vacating the Living Quarters shall be subject to adequate notice given by TENANT and AUTHORITY in accordance with applicable law.

I. That the responsibility for payment for services is as listed:

Gas _____, Yard Service _____, Water _____.

Electricity _____, Refuse Collection _____.

J. The AUTHORITY shall not be liable for the quality of water supplied and shall not be liable for failure to supply any utility services for any cause whatsoever or damage or loss from theft or any other cause, to property of TENANT, or TENANT's family or guests.

K. The AUTHORITY, or any of its officers, representatives, agents, or employees, shall not be liable for any loss, injury or damage to the persons or property, including death, of TENANT or of any member of TENANT's family or any of TENANT's visitors, invitees or licensees or guests.

L. In the event the Living Quarters occupied by TENANT under this Agreement be so injured by fire or other casualty as to be untenable, this Agreement shall automatically terminate.

M. Any notice to the AUTHORITY by TENANT shall be made in writing and delivered or mailed to the Hawaii Health Systems Corporation at the address set forth above; any notice required by law or otherwise shall be sufficient if delivered to TENANT personally, or sent by mail to TENANT's Living Quarters, or affixed at the door of TENANT's Living Quarters.

N. Nothing herein shall be construed to be a waiver by the AUTHORITY of any right to terminate this Agreement under any provisions of the laws of the State of Hawaii relating to the AUTHORITY or to TENANTS of the AUTHORITY.

O. This Agreement evidences the entire agreement between the parties hereto, and no modification shall be made except in writing. Where the context herein so admits or requires, the masculine gender shall include the feminine and the singular shall include the plural.

CONDITIONS OF OCCUPANCY

TENANT, further specifically and unqualifiedly agrees, on behalf of TENANT and all TENANT's family members, to strictly abide by the following "Conditions of Occupancy."

1. TENANT shall keep the Living Quarters and dwelling, fixtures, sidewalks, and immediate and/or assigned areas, in a clean and sanitary condition and shall fully comply with all State laws and County ordinances effecting the use or occupancy of the Living Quarters.
2. TENANT shall fully reimburse the AUTHORITY for any damage to the Living Quarters or its equipment by TENANT or TENANT's family during tenancy or occupancy.
3. No TENANT shall make alterations, changes, additions, remodeling, or repairs to any structure, plumbing, electrical wiring or system, equipment, grounds or other facilities within the Living Quarters, without the prior written approval of the AUTHORITY, and every TENANT shall promptly report to the AUTHORITY any defects in any of the same; TENANT shall not use plumbing or electrical equipment for any purposes other than those for which they were constructed or installed.
4. No TENANT shall drive into or use upon any part of the Living Quarters any nails, tacks, screws, brads, or other fasteners, nor shall TENANT bore or mar the woodwork or plastering of any dwelling or building, except as previously authorized in writing by the AUTHORITY;
5. TENANT shall not use or install any shades, awnings, or window guards, without written approval of the AUTHORITY.
6. No TENANT shall erect any aerial within the Living Quarters, without the prior written approval of the AUTHORITY, and installation or any approved aerial shall be made as prescribed by the AUTHORITY.
7. No TENANT shall construct, erect or install any fence, walk, walk gate, platform, lean to shed, shed, shed shack or other structure within the Living Quarters; nor shall TENANT make any excavation or hole within the Living Quarters. However, uniform pads or locks, when authorized by the AUTHORITY, are permissible for walk gates.
8. TENANT shall report immediately to the AUTHORITY any accident or injury occurring on the Living Quarters and need of service or repairs to water or gas pipes, electric wiring, drains, toilets, fixtures, or any property or equipment, and all breakage, damage, or loss of any kind.
9. TENANT shall accept full responsibility for any loss or damage to the Living Quarters or its equipment resulting from overflow of water from sinks, bathtubs, toilets or other basins in or about the dwelling of TENANT.
10. TENANT shall refrain from using or keeping flammable materials in the dwelling or on the Living Quarters; provided that properly stored items such as barbecue grills, charcoal, etc. may be permitted with permission from the respective HHSC facility's safety officer or designee.
11. TENANT shall refrain from moving into the dwelling any furniture or furnishings which are not in sanitary condition, and to permit full inspection by the AUTHORITY of the dwelling and its contents.
12. TENANT shall maintain the Living Quarters, the yard or yards adjacent thereto, abutting spaces such as common front or back walks, and spaces adjacent to and under the Living Quarters in a clean, orderly and sanitary condition and free from all debris, rubbish and trash. No TENANT shall keep or store furniture, effects, articles, materials, substances, or any other property under any dwelling or building, upon porches, stairways, drives, or walks, or in yards or other spaces in the Living Quarters.
13. TENANT shall be responsible for depositing trash, rubbish, garbage, and other similar waste in the disposal area. TENANT will obtain and use a trash container with a tight-fitting overlapping cover. All hedge cuttings, stumps, branches, banana leaves, and other similar substances shall be cut into pieces not exceeding three feet in length and arranged in securely tied bundles, weighing not more than 50 pounds. TENANT shall keep the grounds adjacent to the disposal area free and clean of all debris, rubbish, and trash at all times.
14. TENANT shall refrain from permitting TENANT's children from playing in parking spaces or walk areas.
15. TENANT shall refrain from keeping any animals, fowls, or pets on Living Quarters; provided that exceptions may be granted on a case by case basis by the Regional Chief Executive Officer or designee.
16. TENANT shall be responsible for loss of or damage to personal property placed or permitted by TENANT on the Living Quarters.
17. TENANT shall forfeit all rights and interest to or in any of TENANT's personal property left on the Living Quarters upon termination of the Agreement – said personal property shall be considered abandoned to the AUTHORITY.
18. TENANT shall refrain from waste or excessive use of water.
19. TENANT shall refrain from keeping trailers, commercial trucks, or non-operating vehicles on the Living Quarters and agrees to abide by parking regulations.
20. TENANT shall refrain from causing, aiding, abetting or permitting unreasonably loud noises or other disturbances which cause annoyance or discomfort to other tenants.

