

 <p>HAWAII HEALTH SYSTEMS CORPORATION <i>"Touching Lives Everyday"</i></p> <p>Policies and Procedures</p>	<p>Department: Human Resources</p>	<p>Policy No.: ADM 0013</p>
	<p>Issued by: Personnel & Compensation Committee</p>	<p>Revision No.: 1</p>
<p>Subject: <i>Employee Housing and Rental Policy</i></p>	<p>Approved by: HHSC Board of Directors By: Jean Odo Its: Secretary/Treasurer</p>	<p>Effective Date: November 17, 2005</p>
		<p>Supersedes Policy: January 22, 2004</p> <p>Page: 1 of 1</p>

- I. **PURPOSE:** To conduct an annual fair market value rental review of every property used for living quarters on our HHSC facility campuses that will serve as a reference for determining employee rental rates and housing benefits reporting as appropriate. The HHSC facilities will also implement the use of the approved HHSC Employee Housing Rental Agreement as provided in the policy for all employee occupants and ensure that all employee occupants pay for the rental of living quarters.
- II. **POLICY:** All employee occupants must pay for the rental of living quarters, exceptions to rental payments apply only to those contracted vendors or service providers whose contracts specifically contain agreed upon housing arrangements. Each Regional CEO will be responsible for obtaining a fair market value rental assessment of all property used for living quarters within their respective regions on an annual basis. The Regional CEO will be responsible for ensuring that the appropriate rental rates are applied and the following procedures are followed.
- III. **PROCEDURES:** The Regional CEO will be responsible for either engaging the services of a licensed real estate property surveyor(s) to conduct a fair market value rental assessment on an annual basis or using local housing rental information to determine a fair market value rental assessment on an annual basis. The Regional CEO will be responsible for using and reviewing the fair market value assessment report(s) in determining the appropriate rental rates for the respective living quarters. The HHSC President & CEO will be responsible for using and reviewing the fair market assessment in determining the appropriate rental rates for the respective living quarters occupied by the Regional CEO. The rental rates must be set within the reported fair market rental value of the property.

A copy of the annual fair market value rental assessment reports and a list of the determined rental rates must be forwarded to the HHSC Chief Operating Officer/CFO.

The Regional CEO will be responsible for ensuring that their respective facilities with employee living quarters implement and obtain a signed/completed HHSC Employee Rental Agreement (Attachment 1) prior to an employee moving into the living quarters.

The rental agreement shall be reviewed for its legal form by General Counsel if the tenant is a physician.

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

Attachment: 1. Employee Housing Rental Agreement

Hawaii Health Systems Corporation
EMPLOYEE HOUSING RENTAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, between the
HAWAII HEALTH SYSTEMS CORPORATION, (hereinafter called "the AUTHORITY"), and

(PLEASE PRINT)

(MAILING ADDRESS)

(hereinafter called "the TENANT"). Family tenancy consisting of:

(SPECIFY SEX AND AGE OF CHILD)

WITNESSETH: That the AUTHORITY in consideration of the rents hereinafter mentioned and the covenants and agreements of the TENANT herein contained, hereby leases to the TENANT the following described premises:

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

FAMILY: Cottage No. _____ Containing _____ Bedrooms

Located at: _____

(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: The TENANT must 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 your last month's rent. After vacating the cottage the security deposit will be returned to the TENANT, if there is no outstanding rent balance and/or damages to the cottage.

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

The TENANT may terminate this Agreement before the ending date by giving the AUTHORITY thirty (30) days' prior notice of intent to terminate on a form supplied by the AUTHORITY. Unless such notification is filed timely, the AUTHORITY may continue to collect rent. Where tenancy is for a fraction of a month, the monthly rent shall be prorated to the last day of tenancy.

I, THE TENANT WHOSE SIGNATURE APPEARS IMMEDIATELY BELOW, HAVE READ AND DO UNDERSTAND, AND HEREBY AGREE TO ABIDE BY THE PROVISIONS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM SHALL BE A PART OF THIS AGREEMENT. I HEREBY FURTHER AGREE THAT MY FAILURE TO OBSERVE AND FOLLOW SAID AGREEMENT PROVISIONS AND CONDITIONS OF OCCUPANCY WILL BE JUST AND PROPER CAUSE FOR THE TERMINATION AND CANCELLATION OF THIS AGREEMENT BY THE HAWAII HEALTH SYSTEMS CORPORATION; AND I FURTHER HEREBY AGREE, THAT UPON EXPIRATION OF THE TIME LIMIT CONTAINED IN ANY WRITTEN NOTICE OF CANCELLATION FROM THE AUTHORITY, I WILL VACATE THE PREMISES, COVERED BY THIS AGREEMENT WITHOUT DISTURBANCE OR DELAY.

WITNESS: _____ TENANT

HAWAII HEALTH SYSTEMS CORPORATION

CEO/ADMINISTRATOR/PCEO

DATE

**EMPLOYEE HOUSING
TERMS AND CONDITIONS**

TENANT HEREBY SPECIFICALLY AGREES:

A. That he will 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 without deduction,) and TENANT agrees to promptly pay, when billed, for any damage done to premises occupied by TENANT, and for any loss or damage of equipment or property by TENANT.

B. That TENANT and members of his family and their agents, visitors, invitees, and licensees shall faithfully comply with all terms of this Agreement and other rules and regulations amendatory thereof, or supplemental thereto that the AUTHORITY may hereafter make.

C. That he will not use the premises for any illegal, immoral, or business purposes or display in or about the premises any signs whatsoever; that he will not make any repairs or alterations or install any equipment or appurtenances without the written consent of the AUTHORITY.

D. That he will permit the AUTHORITY, or its representatives, to enter the premises during all reasonable hours to examine same, or to make such repairs, additions, or alterations as may be deemed necessary.

E. That he will not use nor permit the premises to be used for any other purpose than a private dwelling solely for the TENANT and his family as listed on the Rental Agreement.

F. That he will not assign this Agreement nor sublet or transfer possession of the premises nor give accommodations, without written consent of the AUTHORITY, to boarders, lodgers, or persons other than TENANT's immediate family as designated in the Rental Agreement.

G. That he will promptly quit and surrender the premises and possessions in a clean and sanitary condition, reasonable wear and tear excepted, at the expiration, cancellation, or termination of this Agreement.

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

Gas _____, Yard Service _____, Water _____.

Electricity _____, Refuse Collection _____.

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 his family or guests.

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, or the TENANT or of any member of the TENANT's family or any of the TENANT's visitors, invitees or licensees or guests.

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

Any notice to the AUTHORITY by TENANT must be made in writing and delivered or mailed to the Hawaii Health Systems Corporation; any notice required by law or otherwise will be sufficient if delivered to TENANT personally, or sent by mail to TENANT's premises, or affixed at the door of TENANT's premises.

Nothing herein shall be construed to be a waiver by the AUTHORITY or 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.

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 himself and all members of his family, to strictly abide by the following "Conditions of Occupancy."

1. TENANT shall keep the premises 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 affective the use or occupancy of the premises.

2. TENANT shall fully reimburse the AUTHORITY for any damage to the premises or its equipment by TENANT or his 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 premises, 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 premises any nails, tacks, screws, brads, or other fasteners, nor shall he bore or mar the woodwork or plastering of any dwelling or building, except as previously authorized in writing by the AUTHORITY; TENANT shall not use or install any shades, awnings, or window guards, without written approval of the AUTHORITY.

5. No TENANT shall erect any aerial within the premises, without the prior written approval of the AUTHORITY, and installation or any approved aerial shall be made as prescribed by the AUTHORITY.

6. No TENANT shall construct, erect or install any fence, walk, platform, lean to, shed shack or other structure within the premises; nor shall he make any excavation or hole within the premises. However, uniform pads or blocks, when authorized by the AUTHORITY, are permissible for walks.

7. TENANT shall report immediately to the AUTHORITY any accident or injury occurring on the premises 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.

8. TENANT shall accept full responsibility for any loss or damage to the premises or its equipment resulting from overflow of water from sinks, bathtubs, toilets or other basins in or about the dwelling of TENANT.

9. TENANT shall refrain from using or keeping flammable materials in the dwelling or on the premises; properly stored items such as barbecue grills, charcoal, etc. may be permitted with permission from the facility safety officer or designee.

10. 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.

11. TENANT shall maintain his premises, the yard or yards adjacent thereto, abutting spaces such as common front or back walks, and spaces adjacent to and under his premises 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 premises.

12. TENANT shall be responsible for depositing trash, rubbish, garbage, and other similar waste in the disposal area. TENANT will provide himself with 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.

13. TENANT shall refrain from permitting his children from playing in parking spaces or walk areas.

14. TENANT shall refrain from keeping any animals, fowls, or pets on premises; exceptions may be granted on a case by case basis by the Regional Chief Executive Officer or designee.

15. TENANT shall be responsible for loss of or damage to personal property placed or permitted by TENANT on the premises.

16. TENANT shall forfeit all rights and interest to or in any of TENANT's personal property left on the premises upon termination of the Agreement – said personal property to be considered abandoned to the AUTHORITY.

17. TENANT shall refrain from waste or excessive use of water.

18. TENANT shall refrain from keeping trailers, commercial trucks, or non-operating vehicles on the premises and agrees to abide by parking regulations.

19. TENANT shall refrain from causing, aiding, abetting or permitting unreasonably loud noises or other disturbances which cause annoyance or discomfort to other tenants.