
 <p>HAWAII HEALTH SYSTEMS CORPORATION Quality Healthcare for All</p> <p>PROCEDURE</p>	<p>Department:</p> <p>Human Resources</p>	<p>Procedure No.</p> <p>ADM 0013B</p>
		<p>Supersedes Policy No.</p>
<p>Subject:</p> <p>Workforce Member Housing and Rental Procedure</p>	<p>Approved By:</p>  <p>By: Edward N. Chu Its: HHSC President and CEO</p>	<p>Approved Date:</p> <p>February 27, 2025</p> <p>Last Reviewed:</p> <p>February 27, 2025</p>

I. PURPOSE:

To determine and apply Workforce Member 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 Workforce Member Housing Rental Agreement for all employee occupants.

II. DEFINITIONS

"Housing Rental Rates" means any consideration, not otherwise prohibited by law, paid to rent employee housing under this policy.

"Housing Benefits" means any consideration, not otherwise prohibited by law, provided to employees for use for employee housing under this policy.

"Living Quarters" means a structure, or part of a structure, which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others; provided however that stays up to and no more than 30 days shall not require a fair market analysis.

"Fair Market Value Rental Assessment" means a real property assessment survey done annually to determine applicable Housing Rental Rates.

"Workforce Member" means any employee of HHSC, including an officer, manager, supervisor, and non-supervisory employee, as well as any individual contracted to perform work for HHSC, either directly or through a vendor.

III. 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 Workforce Member Rental Agreement (Attachment 1) executed by the Workforce Member and Regional CEO or designee prior to a Workforce Member moving into the Living Quarters.

The HHSC Workforce Member Housing Rental Agreement shall be reviewed for its legal form by the General Counsel if the Workforce Member is a physician, an APRN, or a physician assistant.

- 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 Workforce Member tenants.

IV. REFERENCES: Hawaii Revised Statute §521-7(6)

V. ATTACHMENT: Attachment 1: HHSC Workforce Member Housing Agreement

HAWAII HEALTH SYSTEMS CORPORATION

WORKFORCE MEMBER HOUSING AGREEMENT

THIS WORKFORCE MEMBER HOUSING AGREEMENT ("Agreement") made this ____ day of _____, 20__, between the HAWAII HEALTH SYSTEMS CORPORATION, a public body corporate and politic and agency and instrumentality of the State of Hawaii, by and through HHSC's _____ Region (hereinafter called HHSC"), and

(PLEASE PRINT NAME)

(MAILING ADDRESS)

(hereinafter called "the TENANT").

1. DESCRIPTION:

HHSC, in consideration of the rents set forth below and the covenants and agreements of TENANT contained herein, hereby provides to TENANT permission to occupy the following described Living Quarters:

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

FAMILY: Cottage No. _____ Containing _____ Bedrooms

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

together with any household appliances and furnishings belonging to HHSC.

Permission to occupy the Living Quarters is granted to TENANT and the following family members that have an immediate relationship with the TENANT (hereinafter TENANT or TENANTS):

NAME	AGE	RELATIONSHIP

2. USE:

TENANT has a right to occupy the Living Quarters for residential purposes only. TENANT understands and agrees that permission to occupy the Living Quarters is provided on condition of the employment or contractual relationship TENANT has with HHSC, either directly or through a subcontract with another party contracted with HHSC.

3. UTILITIES AND SERVICES:

If the boxes below are checked, TENANT must be responsible for the arrangement and payment of the stated items from the Start Date until the date the TENANT's occupancy ends:

- | | | | |
|--|---------------------------------------|---|--|
| <input type="checkbox"/> Cesspool/Septic pumping | <input type="checkbox"/> Internet | <input type="checkbox"/> Sewer | <input type="checkbox"/> TV cable (additional) |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Pool Service | <input type="checkbox"/> Telephone | <input type="checkbox"/> Water |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Refuse | <input type="checkbox"/> TV cable (basic) | <input type="checkbox"/> Yard Service |

[] Other _____

HHSC 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.

4. **RENT:**

TENANT agrees to pay HHSC a total rent amount of: \$ _____ per month. The first month's rent is due prior to the Start Date and subsequent payments are due on or before the 5th of each month, and shall be made by:

- Payroll deduction Cash payment Other: _____

In the event the Start Date of TENANT's occupancy of the Living Quarters is not on the first day of the month or the end of TENANT's occupancy of the Living Quarters does not end on the last day of the month, rent will be due and owing on a pro rata basis.

5. **SECURITY DEPOSIT:**

The TENANT must pay a Security Deposit equivalent to one month's rent (\$ _____) upon signature of this Agreement. The Security Deposit will be held for the length of the occupancy as security for the full and faithful performance of TENANT's obligations under this Agreement, and to maintain the Premises as required by this Agreement. The Security Deposit may not be used as last month's rent by TENANT, but can be used by HHSC for any amount due in arrears upon termination of this Agreement. After vacating the Living Quarters, HHSC will return the Security Deposit to the TENANT, minus any outstanding rent balance and/or cost of damages to the Living Quarters, a breakdown of which will be provided by HHSC.

6. **TERM:**

This Agreement will begin on _____ (Start Date) and will end on _____ (End Date).

This Agreement may be extended by written agreement for any length of time by TENANT and HHSC provided that the rent is updated annually to the appropriate Housing Rental Rate as determined by HHSC based on that year's Fair Market Value Rental Assessment as described in HHSC's Workforce Member Housing and Rental Policy.

7. **TERMINATION:**

The Agreement shall be Terminated for the following causes:

- A. **HHSC NOTICE:** HHSC may Terminate this Agreement before the End Date for any reason by giving the TENANT thirty (30) days' prior written notice.
- B. **TENANT NOTICE:** TENANT may Terminate this Agreement before the End Date for any reason by giving HHSC thirty (30) days' prior written notice.
- C. **LOSS OF WORKFORCE STATUS:** If the TENANT is no longer employed or contracted to work with HHSC, or their employment or contractual relationship to work with HHSC is Terminated, then this Agreement will Terminate automatically _____ days from the date of the end of the employment relationship ("Workforce Exit Period"). Under no circumstances can HHSC or the TENANT agree to a Workforce Exit Period longer than 30 days.

TENANT must quit and surrender the Living Quarters within the Workforce Exit Period. No notice will be required from either Party.

8. **MOVE IN/MOVE OUT:**

- A. **When TENANT Moves In.** HHSC will inspect and inventory the Living Quarters and the items in it (including fixtures, furnishings, appliances, and other personal property). HHSC will prepare a written property condition form detailing the condition of the property and any items in the Living Quarters when TENANT moves in. TENANT and HHSC will both sign the form.
- B. **When TENANT Moves Out.** Upon Termination or the End Date of this Agreement, whichever comes first, TENANT(S), shall promptly quit and surrender the Living Quarters and possessions in a clean and sanitary condition, reasonable wear and tear excepted, in the timelines laid out herein. TENANT must remove all of TENANT'S personal items. If TENANT leaves any personal items behind, they will be considered abandoned. TENANT must leave the Living Quarters in the same condition as when TENANT moved in. It is TENANT'S duty to have the Living Quarters in clean and proper condition ON THE DAY TENANT'S OCCUPANCY ENDS, NOT ON ANY LATER DAY. TENANT must have the same items in the Living Quarters that were present when TENANT moved in, and TENANT must leave these items in the same condition, except for normal wear and tear. If there is any disagreement, the signed property condition form will be treated as correct.

HHSC will inspect the property upon an agreed upon date near or on the date that the occupancy ends; TENANT is advised that ALL repairs/replacements/cleaning must be completed by inspection time. If, upon the TENANT moving out, the Living Quarters are not in the same or similar condition as they were when TENANT moved in, HHSC will finish any repairs, procure any replacements, and conduct any cleaning that TENANT failed to complete and will do so at TENANT'S expense by way of an itemized invoice and bill that HHSC will provide to TENANT that TENANT will be obligated to pay within thirty (30) days of receipt.

- C. **Penalties for Late Move Out.** At the discretion of HHSC, TENANT may be charged fines of _____ a day for every day the TENANT occupies the Living Quarters beyond the Termination or the End Date of this Agreement.

9. **KEYS:**

HHSC is giving TENANT the Living Quarters entry keys, security keys, key fobs, parking cards, garage door openers, locks, mail box keys, etc. (hereinafter "Keys" listed below. TENANT may not have additional Keys made or have locks changed or added without prior written approval of HHSC. Upon moving out, TENANT will return all keys and cards (including storage and mailbox) to HHSC. Failure to return the keys will result in HHSC re-keying the locks and replacing the keys at TENANT'S expense.

10. **TENANT'S RESPONSIBILITIES:**

- A. 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").
- B. TENANT and TENANT's invitees shall faithfully comply with all Terms and Conditions of this Agreement and other rules and regulations, including, but not limited to, the Conditions of Occupancy, implemented by HHSC during the Term. Failure to comply is just and proper cause for the Termination of this agreement.
- C. TENANT shall not use the Living Quarters for any illegal, immoral, or improper purposes or display in or about the Living Quarters any signs whatsoever. 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.
- D. TENANT shall permit the HHSC, or its representatives, to enter the Living Quarters during all reasonable hours to examine the same, or to make such repairs, additions, or alterations as may be deemed necessary.
- E. TENANT shall not assign this Agreement nor sublet or transfer possession of the Living Quarters nor give accommodations, without written consent of the HHSC, to boarders, lodgers, or persons other than

TENANT's immediate family as designated in this Agreement. Guests may not stay longer than fourteen (14) days without written approval from HHSC.

- F. HHSC, 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.
- G. TENANT understands that HHSC'S insurance does not cover TENANT'S belongings or damage caused by TENANT. TENANT is advised to carry insurance covering all of TENANT'S property. In any event TENANT shall bear full responsibility for any loss or damage to TENANT'S property including any loss or damage from fire, water, theft, or any other cause.
- H. In the event the Living Quarters occupied by TENANT under this Agreement sustains damage by fire or other casualty as to be uninhabitable, this Agreement shall automatically Terminate.
- I. Any notice to HHSC by TENANT shall be made in writing and delivered or mailed to the Hawaii Health Systems Corporation at the address set forth below. 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.

HHSC ADDRESS: Attn: _____

- J. Nothing herein shall be construed to be a waiver by the HHSC of any right to Terminate this Agreement under any provisions of the laws of the State of Hawaii relating to HHSC or to TENANTS of HHSC.

11. DISCLOSURES:

- A. **Lead-Based Paint Disclosure.** If Living Quarters were constructed prior to 1978, a Lead-Based Paint Addendum must be attached to this Agreement. Disclosure forms are available on the Environmental Protection Agency (EPA) website.
- B. **Asbestos Disclosure.** TENANT is aware that asbestos materials are hazardous to one's health, particularly if asbestos fibers are released into the air and inhaled. In the past (before 1979, but possibly since) asbestos was a commonly used insulation material in heating facilities and in certain types of floor and ceiling materials, shingles, plaster products, cement, and other building materials. TENANT is aware that TENANT should make appropriate inquiry into the possible existence of asbestos in the Living Quarters. Structures having "popcorn" or "cottage cheese" type ceilings may contain asbestos fibers or asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers in the air. Any disturbance should be done only by licensed abatement contractors.
- C. **Mold Disclosure.** TENANT is aware that mold and/or other microscopic organisms may exist in the Living Quarters. Molds are simple, microscopic organisms, present everywhere. Mold spores may cause health problems. Mold will grow and multiply whenever sufficient moisture, temperature, and organic material are present. HHSC is not qualified to inspect the Living Quarters for mold or to make recommendations or determinations concerning possible health or safety issues.
- D. **Non-Applicability of Hawaii Residential Landlord Tenant Code ("the Landlord-Tenant Code").** The Landlord Tenant Code is Chapter 521 of the Hawaii Revised Statutes ("HRS"). This Chapter does not apply to owner-employee rental arrangements pursuant to HRS §521-7(6).
- E. **Conflict with Federal, State, and County Laws.** If it is found that any part of this Agreement or its terms conflict with any relevant Federal, State or County laws, then those laws will control; however, all other terms and conditions will still be valid and must be obeyed.
- F. **Sex Offender Registration ("Megan's Law").** Hawaii has enacted a law requiring sex offenders to register with the Attorney General's office. HHSC makes no representations as to whether or not the public has access to this information. HHSC is not required to obtain information regarding sex offenders.

CONDITIONS OF OCCUPANCY

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

1. **Alterations.** TENANT shall not make alterations, changes, additions, remodeling, or repairs to any structure, plumbing, electrical wiring or system, equipment, grounds or other area within the Living Quarters or surrounding premises, without the prior written approval of the HHSC. This includes, but is not limited to:

- the use of plumbing or electrical equipment for any purposes other than those for which they were constructed or installed;
- the driving 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;
- the use or installation of any shades, awnings, or window guards;
- the use or installation of any aerial within the premises;
- the construction or installation of any fence, walk, platform, lean to, shed shack, or other structure within the premises; and
- the making of any excavation or hole within the premises.

TENANT'S request shall state, with specificity and in detail, the nature of the modification, and TENANT'S reason for needing to make such a modification. HHSC shall not unreasonably withhold or delay HHSC'S consent to TENANT'S request. Upon the termination of this Agreement, TENANT is required to return the Living Quarters to its original condition at no cost or expense to HHSC.

2. **Hazardous Materials and Substances.** TENANT shall not bring or permit hazardous materials and substances in, on, or under the Living Quarters and shall be liable for any costs to remediate or remove such materials.

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 HHSC.

3. **Disturbances.** TENANT will not disturb others, or keep them from enjoying their premises or any common facilities at any time. TENANT will not play loud music, or cause any loud or offensive sounds.
4. **Animals and Pets.** 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. Except as otherwise provided by law in connection with service animals or other classification of animals, pets are not allowed to occupy or to visit the Living Quarters unless HHSC gives TENANT prior written approval. If TENANT brings pets into the Living Quarters without HHSC'S prior written approval, HHSC may Terminate this Agreement.
5. **Maintenance.** TENANT shall keep the premises and Living Quarters, 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.

TENANT agrees to maintain and properly use and operate all electrical, gas, plumbing and other fixtures and appliances supplied. TENANT is responsible for ordinary maintenance, including replacing light bulbs, air conditioning filters, batteries for smoke/heat/motion detectors and other items. TENANT is responsible for the repair of any stoppage in plumbing fixtures or lines, and any damage caused by TENANT, members of TENANT'S family, guests or others.

TENANT shall maintain their 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. , and if applicable, lawn or yard care. TENANT shall not 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.

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 HHSC of the dwelling and its contents.

6. **Refuse.** 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.
7. **TENANT Damages.** TENANT shall fully reimburse the HHSC for any damage to the premises or its equipment by TENANT or their family during occupancy.
8. **Notice of Defects:** TENANT shall report to the HHSC any defects immediately upon discovering a defect. Any damage caused by TENANT'S failure to report any defect is TENANT'S responsibility.
9. **Accidents.** TENANT shall report immediately to the HHSC any accident or injury occurring on the premises.
10. **Repairs:** TENANT shall report immediately to the HHSC any 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.
11. **Water Damage:** 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.
12. **Abandoned Property.** 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 HHSC.
13. **Parking and Walk Areas.** TENANT shall refrain from keeping trailers, commercial trucks, or non-operating vehicles on the premises and agrees to abide by parking regulations.

TENANT shall refrain from permitting their children from playing in parking spaces or walk areas.
14. **Use of Water.** TENANT shall refrain from waste or excessive use of water.

HAWAII HEALTH SYSTEMS CORPORATION PROPERTY CONDITION FORM

TENANT Name(s) _____
 Living Quarters Address _____ City _____ Unit # _____
 Move-in Date _____ Move-out Date _____

The move-in part of this form has been completed by HHSC prior to you moving in. Please review and sign on the last page if you agree with the comments. If you disagree with any comment, you must let HHSC know. A new Property Condition Form will be generated if HHSC and TENANT agree to changes.

You have seven (7) days to return this form or object to any comment.

AREA	MOVE -IN	COMMENTS	MOVE -OUT	COMMENTS
EXTERIOR				
A/C compressor				
Back Door/Locks				
Doorbell				
Fences				
Front Door/Locks				
Lighting				
Mailbox/Porch				
Windows				
Yard				
LIVING ROOM				
Baseboard				
Ceiling/Walls				
Closets/Other				
Doors/Woodwork				
Fireplace				
Flooring/Carpet				
Lights/Switches/Outlets				
Phone jack/cable				
Window coverings				
Windows/Screens				
Others				
DINING ROOM				
Baseboard				
Ceiling/Walls				
Doors/Woodwork				
Flooring/Carpet				
Lights/Switches/Outlets				
Phone jack/cable				
Window coverings				
Windows/Screens				
Other				
KITCHEN				
Baseboard				
Broiler pan				
Cabinets				
Ceiling/Walls				
Countertop				
Dishwasher				
Doors/Woodwork				
Drip pans				
Flooring/Carpet				

AREA	MOVE -IN	COMMENTS	MOVE -OUT	COMMENTS
KITCHEN (Cont'd)				
Garbage Disposal				
Hood/Fan				
Ice maker/ice trays				
Lights/Switches/Outlets				
Microwave				
Phone jack/cable				
Refrigerator				
Sink/Faucet				
Stovetop/oven/range				
Window coverings				
Windows/Screens				
Other				
ACTIVITY ROOM				
Baseboard				
Ceiling/Walls				
Closets/Other				
Doors/Woodwork				
Fireplace				
Flooring/Carpet				
Lights/Switches/Outlets				
Window coverings				
Windows/Screens				
HALLWAY				
Baseboard				
Ceiling/Walls				
Closets/Other				
Doors/Woodwork				
Flooring				
Lights/Switches/Outlets				
GARAGE/CARPORT/STALLS				
Closets/Others				
Floor				
Lights/Switches/Outlets				
Opener/Door/Windows				
MASTER BEDROOM ()				
Baseboard				
Ceiling/Walls				
Closets/Other				
Doors/Woodwork				
Flooring/Carpet				
Lights/Switches/Outlets				
Window coverings				
Windows/Screens				
BEDROOM ()				
Baseboard				
Ceiling/Walls				
Closets/Other				
Doors/Woodwork				
Flooring				
Lights/Switches/Outlets				
Window coverings				
Windows/Screens				

AREA	MOVE -IN	COMMENTS	MOVE -OUT	COMMENTS
BEDROOM ()				
Baseboard				
Ceiling/Walls				
Closets/Other				
Doors/Woodwork				
Flooring				
Lights/Switches/Outlets				
Window coverings				
Windows/Screens				
BEDROOM ()				
Baseboard				
Ceiling/Walls				
Closets/Other				
Doors/Woodwork				
Flooring				
Lights/Switches/Outlets				
Window coverings				
Windows/Screens				
BATHROOM ()				
Baseboard				
Ceiling/Walls				
Closets/Other				
Doors/Woodwork				
Fan				
Flooring				
Lights/Switches/Outlets				
Mirror/Medicine Cabinet				
Shower Curtain or Enclosure				
Sink/Vanity				
Stoppers				
Toilet				
Towel Rack/hooks				
Tub/Shower				
Window coverings				
Windows/Screens				
BATHROOM ()				
Baseboard				
Ceiling/Walls				
Closets/Other				
Doors/Woodwork				
Fan				
Flooring				
Lights/Switches/Outlets				
Mirror/Medicine Cabinet				
Shower Curtain or Enclosure				
Sink/Vanity				
Stoppers				
Toilet				
Towel Rack/hooks				
Tub/Shower				
Window coverings				

