

CENTRAL STATE HOSPITAL  
POLICY

SUBJECT: **STATE HOUSING**

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ANNUAL REVIEW MONTH: January

RESPONSIBLE FOR REVIEW: CSH: Chief Operations Officer

LAST REVISION DATE: February 2008

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I. **PURPOSE**

The purpose of this policy is to maintain a fair and equitable system for the appropriate assignment of available state housing facilities to eligible employees in compliance with the Department of Human Resources Administrative Manual, Part VII.K.1, Facility/Institution Family Unit Housing and is not to be in conflict with the case of "Aguilar et al .v. Madden et al". State housing will be allocated to efficiently utilize this valuable resource to further client care and operational interests of the hospital, while minimizing the expense of housing.

II. **DEFINITIONS**

- A. STATE HOUSING - Those dwellings owned by the State and on the campus or property of Central State Hospital, including single-family houses, apartments and dormitories.
- B. HOUSING ACCEPTANCE AGREEMENT - The written agreement between the facility and eligible occupant governing the terms of the housing agreement.
- C. RENT AND UTILITY COST - The cost to the employee/occupant for housing will be based upon the unit's fair economic or market value. Rent and utilities will be paid bi-monthly if by payroll deduction, monthly in advance if billed directly. Utility charges will be based upon the actual costs to Central State Hospital. A flat rate will be determined based upon utility usage for a twelve-month period. Adjustments will be made on an accrual basis for residents living in houses.

III. **GENERAL INFORMATION AND GUIDELINES**

- A. HOUSING COMMITTEE - The CSH Chief Executive Officer (CEO) shall establish and maintain a Housing Committee. The

Housing Committee is responsible for recommendations to the CEO on occupant selections, rental and utility schedules, housing policies, housing problems, alternative uses of housing units, and other matters related to CSH housing. The committee will represent occupants and non-occupants with non-occupants having one additional representative. The Chairperson shall be the Chief Operations Officer. Members of the Housing Committee are appointed or re-appointed by the hospital CEO annually.

- B. RENTAL RATES - The Housing Committee will recommend to the CEO rental rates for each housing unit on a fair and equitable basis. The rate will approximate a fair economic or market value, taking into consideration all relevant factors. Rental rate factors include the local rental housing market, costs to maintain site, and condition of site and structure. Rental rates are to be reviewed and re-evaluated annually taking into consideration the condition of a unit and adjustments for inflation.
- C. HOUSING ASSIGNMENTS/HOUSES, APARTMENTS AND STAFF DORMITORIES - The Housing Committee is responsible for recommending to the CEO assignments for state housing on a name and position basis, based upon the following criteria and prioritization (1 being highest priority). Such recommendations will be:
1. Employees subject to regular "call duty" to insure client welfare, such as physicians, dentists and related personnel.
  2. Employees required to be on twenty-four (24) hour call, including designated Medical and Administrative Officers of the hospital, maintenance personnel assigned to critical utility or operational systems, life safety system operators and Police Officers.
  3. Professional/technical support staff whose proximity and availability are operationally beneficial to CSH.
  4. Students, interns, and other temporary placement personnel may be assigned a dormitory room.
  5. Employees of another State agency who are authorized housing based upon that agency's formal Occupancy Acceptance Agreement with the hospital.

All recommendations and assignments will be made without regard to a requesting individual's race, color, religion, age, sex, disability, or national

origin. The CEO will approve or disapprove the recommendations of the Housing Committee. Employees and the appropriate service chief, department head or office director will be advised of the CEO's decision.

- D. HOUSING ACCEPTANCE - An employee who accepts State housing enters into a DHR Housing Acceptance Agreement with the hospital and under certain conditions the agreement may be terminated by the hospital. A copy of the State of Georgia, DHR Housing Acceptance Agreement is attached and made a part of this policy by reference. Occupants of State housing will be responsible for the payment of rental and utility fees applicable to the occupied housing unit. An employee who refuses an offer to accept a housing/assignment will have his/her name removed from the waiting list.
- E. RESIDENCE REQUIREMENTS - State Housing, as granted to employees or others *deemed eligible*, shall be used for residential purposes. The grant is personal to the employee/occupant and shall not be assigned, transferred or sublet. Employee/occupant will represent to the hospital in the housing application packet the intended use of said housing unit.

Any Employee/individual granted State housing will be expected to utilize the State housing unit as his/her residence as associated with employment with the hospital; and in a manner consistent with the original application and justification. If any of these conditions change, the employee/occupant within 30 calendar days will be required to request in writing an amendment to the application identifying all changes and current conditions relevant to this paragraph. If an employee/occupant no longer meets the residency requirements, he/she will be requested to vacate the state housing unit.

\*State housing units will not be assigned to employees or individuals who own and maintain a personal residence within a 30 minute commuting distance of the hospital (20 air miles), unless the individual is specifically approved for the arrangement by the CEO.

- F. DAMAGES - Occupants will be required to pay for damages Resulting from misconduct, negligence or "unusual wear and tear". A breakage, damage, and cleaning deposit, equivalent to one (1) month's rent, will be deposited prior to occupying the unit, into an interest bearing account. The deposit plus interest will be applied to cover any and all costs resultant from negligence, abuse, and conditions not due to normal wear. If damage costs exceed the amount of the deposit plus interest, the

occupant will be responsible for paying the additional costs. If the dwelling is left in an acceptable condition, the deposit plus interest will be refunded following final inspection of the vacated premises.

- G. NON-EMPLOYEE RESIDENTS - Employees awarded State housing will be permitted to have immediate and dependent family members reside with them - subject to the reasonable accommodation limits of the housing unit. The Housing Committee may establish such limits on a case-by-case basis. All resident applicants will be expected to disclose the number of all persons, including family members, expected to reside in the unit. Prior to the time of renewal of the Housing Acceptance Agreement, an updated list of persons occupying each residence will be provided to the Housing Office, indicating name, age and relationship to the employee. During the course of the agreement, the employee occupant will be expected to advise the Housing Office of related changes, including family members or guests residing at such residence for more than 30 days, during the term of housing agreement.
- H. BOARDERS/SUB-LEASE - No resident is permitted to take in a boarder or sub-lease out any portion of State housing unit without specific written authorization from the CEO.
- I. TRANSFERS/EXCHANGES BETWEEN RESIDENCES - An existing Resident may be eligible to apply for a different residence based upon documented personal needs. Such changes will be dictated by the same procedures concerning eligibility and housing availability as would apply to new applicants. For individuals approved for changes between housing units, a one time charge equal to one month's rent or \$200.00, whichever is less) may be charged for associated cleaning costs on the unit being vacated. Additional costs may be incurred for damages. This fee may be waived if no cleaning or repair costs are incurred. For individuals living in one residence for 24 months or longer, there would be no cleaning "transfer" charge; however, any damage costs would be charged.
- J. SPECIFIC HOUSING RULES AND REGULATIONS - As needed, the Housing Office will recommend specific rules and regulations for the CSH housing units. These will include separate rules for dormitories, apartments and houses. All such rules will be subject both to a review and approval by the Housing Committee and a final approval by the CEO.
- K. LEAVE STATUS - For residents who either voluntarily or involuntarily goes on leave status for longer than 30 days - not actively employed at CSH - their housing

eligibility will automatically lapse. The Housing Committee subject to review and approval by the CEO will review applications for continued housing eligibility while on leave on a case-by-case basis.

- L. HOUSING MODIFICATIONS/IMPROVEMENTS - Occupants desiring to permanently modify or improve the living unit to satisfy personal needs will be required to secure advance written approval from the CSH Housing Committee, subject to the approval of the CEO. The occupant may recover the reasonable cost of such an approved modification or improvement through the use of an occupant charge credit adjustment.

Sufficient documentation of materials and unit labor costs will be required for any such credits, with the amount credited subject to review by the CSH Housing Committee based upon the reasonableness of costs.

Amendment to CSH Policy 2.21, **State Housing (eff.07-01-02)**

1. Occupants will be required to submit in writing\* any request for use of rent credits to cover the cost of **permanent modification or improvement** to the state housing unit and receive in return written authorization before proceeding with the modification or improvement. \*Occupant's written requests will require a work estimate by a licensed or otherwise certified contractor.

Modifications or improvements approved will include only those changes that are considered as adding value to the housing unit, and not be a reflection of the personal choice or convenience associated primarily with the current occupant. Any change that is likely to be removed by a future occupant, or has an expected "life" of less than five years would not be eligible for a rent credit approval.

An annual (Fiscal Year) limitation on available rent credits for modification or improvement will be set at \$1,000.00 (one thousand dollars) per state housing unit occupant. An exception to an annual limitation may be recommended by the Chief Engineer, subject to the approval of the CEO, for approved HVAC or Energy Efficiency improvements.

- M. HOUSING REPAIR AND MAINTENANCE - Occupants may personally provide for ordinary repair and maintenance to their living unit subject to advance approval by the CSH Chief Engineer. Occupant charge credits may be

afforded for approved repair and maintenance through adjustments to the payroll deduction amount for rent, upon approval of the CSH Housing Committee. Documentation of material costs and unit labor costs expended by the occupant will be required for any approved credit. The amount of any such credit will be subject to the reasonableness of the expense, materials used, and labor costs charged.

**Approved:**

**This policy was approved by the CEO and CMO in April 2008.**