

CENTRAL STATE HOSPITAL
PROCEDURE

SUBJECT: **STATE HOUSING**

ANNUAL REVIEW MONTH: January

RESPONSIBLE FOR REVIEW: CSH: Chief Operations Officer

LAST REVISION DATE: February 2008

The purpose of this procedure is to establish the methods for selection of occupants, collection of rents, preparation of agreements, and processing of fees collected.

APPLICATION PROCESS

Responsible Person

Action

Applicant/Employee:

Submit form CSH-599 (Rev. 2/91), Request For Housing/ Dormitories, form CSH-670 (Rev. 2/91) Request For House/Apartment, as appropriate, to service chief/department head/office director.

Service Chief/Department Head/Office Director

Complete "Supervisor's Recommendation Form" section on form CSH-599 or CSH-670, as appropriate, and forward to Housing Office within three (3) working days.

Housing Advisory Committee

1. Review applications for houses/apartments. If employee is determined to meet CSH and DHR eligibility requirements, place on waiting list; if not, return application to service chief/department head/office director.
2. Submit recommendations for housing to Chief Executive Officer (CEO).

Chief Executive Officer

1. Review committee recommendations.
2. Notify Chair, Housing Committee/Housing Office Director of approved and disapproved recommendations.

Chief Operations Officer

Advise employee of approval/disapproval. For those approved, request response from employee within five (5) working days

OCCUPANCY OF HOUSING

Responsible Person

Employee/Applicant
(Approved for State Housing)

Action

Contact Housing Office to complete required processing for housing within five (5) working days.

Housing Office Staff

1. Inspect housing (with employee) and complete form CSH-597, Quarters Agreement And Inventory, or form CSH-598, Quarters Agreement as appropriate.
2. Complete Housing Acceptance Agreement with employee.
3. Advise employee to take original of Housing Acceptance Agreement to cashier's office, pay deposit, and return agreement as stamped "paid" by cashier.
4. Advise employee that housing must be occupied within thirty (30) days from date of agreement or agreement becomes void.

Employee

Take original Housing Acceptance Agreement to the cashier in the Lawrence Building and deposit funds equal to one (1) month's rent for breakage, damage and cleaning fee.

Cashier

1. Receive and record deposit and furnish employee a receipt.
2. Record the amount of the deposit on the back of the original agreement, sign, and return to employee for delivery to the Housing Office.

Employee

Return Housing Acceptance Agreement to the Housing Office.

Housing Office Staff

1. Keep original copy of agreement in Housing Office file.
2. Issue Keys to employee, record of form CSH-230 (Rev. 9/80), Receipt for Residential Keys.
3. Provide copy of Housing Acceptance Agreement to Employee.
4. Notify Human Resources Director of effective date and amount of monthly rental.

MAINTENANCE OF HOUSING

Employee

Notify Housing Office to request maintenance or emergency repairs.

Contact Engineering through Police Department only for after hours emergency repairs.

Housing Office Staff

Prepare work order(s) for all repair/maintenance. Collect any additional information needed for repair work and forward request to chief engineer.

Chief Engineer

Notify Housing Office by way of WebLink when repairs are completed. Keep records on the cost of repairs by housing unit.

ANNUAL REVIEW/RENEWAL OF APPLICANTS AND REVOCABLE LICENSE AGREEMENTS

Chief Operations Officer

1. Update housing applications annually.
2. Review/renew annually each occupant's Housing Acceptance Agreement.

HOME IMPROVEMENT/REMODELING/OCCUPANT REPAIRS

Employee	Contact Housing Office to apply for evaluation of needed dwelling improvements. Submit written request for improvement plan to the Chief Operations Officer.
Chief Operations Officer	Submit request for improvement plan to Chief Engineer
Chief Engineer	Have plan evaluated with cost related comments and recommendations. Return to Chief Operations Officer.
Chief Operations Officer	For engineer approved improvements involving credits of \$200.00 or less, advise occupants in writing of approvals. For improvements involving over \$200.00, refer request to Housing Advisory Committee with comments and recommendations of engineer. Advise occupants of disapprovals.
Housing Advisory Committee	<ol style="list-style-type: none">1. Review plan, insuring plan includes total cost of improvements.2. Recommend approval or disapproval of plan to Chief Executive Officer (CEO), including recommended amount of monthly credit to be given against rental fee.
Chief Executive Officer	Notify employee of CEO's decision
Employee	Notify Housing Office when improvements are completed.
Housing Office Staff	Request inspection by chief engineer.
Chief Engineer	Arrange for inspection with employee, report findings to Housing Office.
Housing Office Staff	Notify Human Resources Director of monthly credit against rental fee. (Reduction)

Human Resources Director

Make necessary adjustment on payroll reduction, credit against rental amount.

PAYMENT OF UTILITIES

Chief Engineer

Have gas and electric meter read monthly at each state house/apartment, as appropriate, and submit meter usage to the chief accountant by the first (1st) of each month.

Cashier

Have monthly utility bill mailed to employee residing in state housing, as appropriate, by the tenth (10th) of each month.

Employee

Pay utility bill to the cashier by the twenty-fifth (25th) of each month. (Unpaid utility bill becomes delinquent on the twenty-fifth (25th) of each month.)

Cashier

Have delinquent utility bill reported to the Housing Office.

Chief Engineer	Establish cost of repairs.
Occupant	Turn in keys to Housing Office and accompany him/her on final inspection.
Housing Office Staff	Upon completion of final inspection, complete form CSH-597 or CSH-598, and submit to Financial Services Department along with a copy of deposit document.
Financial Services Manager	<ol style="list-style-type: none">1. Make required fee and deposit adjustment and return any balance to occupant.2. Place hold on final payroll check if breakage, damage or cleaning cost exceeds the deposit.3. Advise Housing Office by phone when occupant's records have been cleared.

TRANSMITTAL OF FUNDS

Financial Services Manager	<ol style="list-style-type: none">1. Submit collected housing rental funds to Director of Financial Services, DHR (not to include deposits).2. Place deposit funds in interest bearing account.
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SCHEDULED REVIEW OF RENTAL AND UTILITY FEES

Chief Engineer	Maintain a list of the cost of labor, materials and utilities of each housing unit.
Housing Advisory Committee	Review housing rental schedules on all units every year, and submit rental fee change recommendation(s) to the Chief Executive Officer.
Chief Executive Officer	Review recommendation(s) of Housing Advisory Committee and submit recommendation(s) to the Director of Division of MH/DD/AD for approval.

Director, Division Of
MH/DD/AD

Review rental fee recommendation(s)
and make recommendation(s) to DHR
Housing Committee.

DHR Commissioner

Approve or disapprove recommenda-
tion(s) and return to CEO.

Chief Operations Officer

Revise and implement revised rental
fee schedule upon appropriate
renewal of housing agreements,
usually in January of each calendar
year.

A copy of the State of Georgia Department of Human Resources
Housing Acceptance Agreement is attached and made a part of this
procedure by reference. All rentals of state housing will be
regulated by this agreement.

Approved:

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

Attachment:

Attachment I: Housing Acceptance Agreement

STATE OF GEORGIA
COUNTY OF BALDWIN

#427-_____-_____
DHR HOUSING ACCEPTANCE AGREEMENT

STATE OF GEORGIA
DEPARTMENT OF HUMAN RESOURCES
HOUSING ACCEPTANCE AGREEMENT

THIS HOUSING ACCEPTANCE AGREEMENT (hereinafter referred to as "Agreement") made as of the
_____ day of _____, 20_____, by and between the Department of Human Resources
(hereinafter sometimes referred to as "Employer"), Whose business address is:

Department of Human Resources
C/O : Central State Hospital
Milledgeville, Georgia 31062

And

(Hereinafter referred to as the "Occupant" or "Employee") whose business address is:

This agreement has an effective date of the _____ day of _____, 20_____
and shall terminate on the _____ day of _____, 20_____, unless terminated earlier under
other provisions of this agreement.

WITNESSETH:

Section 1:
SITE OCCUPIED

The employer, for and in consideration of the charges, covenants, agreements, and stipulations herein, hereby grants unto
Occupant upon the terms and conditions of this Agreement, the right to occupy the following described property (hereinafter referred
to as the "Site"):

CENTRAL STATE HOSPITAL
MILLEDGEVILLE, GEORGIA 31062

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(Brief Description and Address of Premises. The use of the word "site" shall mean the site and 50 feet of land in each direction from the site, unless otherwise specified in an addendum to this agreement.)

TYPE: (Check one) ___ Single Family ___ Duplex ___ Apartment
 ___ Dormitory ___ Other _____

TYPE HOUSING:	
Single Family:	
Duplex:	
Apartment:	
Dormitory:	
Other:	

SITE DESCRIPTION:	
Bedrooms:	
Bathrooms:	
Total Rooms:	
Total Sq. Feet:	

EQUIPMENT ON SITE:		
Check one:	Yes	No
Air conditioned		
Kitchen Stove		
Dishwasher		
Refrigerator		
Clothes Washer		
Clothes Dryer		
Other:		

A condition rating form shall be completed by the occupant and by the Housing Officer (or designee) prior to occupancy, citing any damage, which exists. An inventory shall also be taken of furnishings during the initial walk-through. The rating form and inventory form will be maintained so that in the event of vacancy, such information can be used in the determination of damage, beyond the normal wear, if any.

Section 2:
LAWFUL REQUIREMENTS AFFECTING USE OF SITE

The site shall be use for residential purposes. At all times Occupant shall conform to, obey, and comply with all present and future laws and ordinances, and all lawful requirements, rules and regulations of Employer, and legally constituted authorities existing at the commencement of this agreement or at any time during the continuance of this agreement, which in any way affect the use of this site, or any repair, improvement, renovation, or construction being done on or to the Site.

Section 3:
FEDERAL INCOME TAX

The value of housing furnished to the Occupant by the Employer may be subject to Federal Income Tax. The value of the housing is excludable from Occupant's gross income if it meets the following three conditions: (1) housing is furnished on the business premises of the Employer (generally, the Employee's place of employment); (2) it is furnished for the convenience of the employer; (3) the employee is required to accept the housing as a condition of employment. The provisions of an employment contract or state law do not determine whether the housing is intended as compensation. {IRC 119 (a); (b), Reg. 31.3401 (a)-1}. The difference between the fair market value and actual occupancy charges (if any), are considered to be inputted income, as value is derived and extended to the employee.

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Section 4:
OCCUPANCY CHARGES

Occupant agrees to have a sum in the amount of \$ _____, withheld through Employer's payroll deduction method on the last pay period of each month, or through a bi-monthly payroll deduction for the next month Occupancy charge payment. A sum in the amount equal to the monthly occupancy charge shall be paid in advance, by the occupant as a deposit

Section 5A:
UTILITIES/SERVICES

Of the following sections (5A & 5B), please read carefully and choose the option that best suits you needs:** Place your initials in blank that corresponds to your answer.

Occupant agrees to pay monthly utility/services cost on the site, and to have an estimated dollar amount withheld through Employer's payroll deduction method on the last pay period of each month. The amount to be deducted shall be an estimated dollar amount per month. If the Site has a meter for the utility/service, then a reconciliation/ adjustment to actual cost will be conducted at the end of the year (or earlier if the Occupant moves from the Site.) Occupant agrees to pay any additional monies owed at that time. If the Occupant has overpaid, then the Employer agrees to reimburse the overage to the Occupant.

Estimated Amount : Based on 12 month average:			
Electricity	\$	Sewage	\$
Natural Gas	\$	Telephone	\$
Coal	\$	Pest Control	\$
Propane Gas	\$	Garbage Pickup	\$
Fuel /Heating Oil	\$	Other:	\$
Water	\$		\$
	\$		

Option 5A:

Accepted _____

Option 5A Declined _____

Section 5B:
UTILITIES/ SERVICES

Occupant agrees to pay monthly utilities/services cost for the Site referred to in agreement on an actual metered basis. The occupant further agrees to procure, at his/her own cost, any required utility supply of firewood, propane gas, fuel oil and coal. If garbage pickup is unavailable, the occupant must remove all household garbage at his/her own cost.

Actual Metered Utilities/ Services			
Indicate by X		Indicate by X	
Electricity		Sewage	
Natural Gas		Telephone	
Coal		Pest Control	
Propane Gas		Garbage Pickup	
Fuel /Heating Oil		Other:	
Water			

Option 5B: Accepted _____

Option 5B Declined _____

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Section 6:
NO ESTATE IN LAND- TERMINATION

This Agreement does not confer upon the Occupant any right, title, interest or estate in the Site nor does this Agreement confer upon the Occupant an Agreement coupled with interest or an easement. This Agreement merely grants to the Occupant and to the Occupant only, a personal privilege; it being expressly understood and agreed by the Occupant that regardless of any and all improvements and investments made, expenses incurred, or harm incurred or encountered by Occupant, this Agreement may be revoked and terminated by either Employer or Occupant with or without cause, upon (30) days notice to the other party. This Agreement shall be automatically terminate upon the resignation or dismissal of Occupant or Upon Occupant's default of the Agreement. Occupant at his/her sole cost and expense shall have (30) days after the termination of this Agreement (either automatically by loss of employment or by notice of termination of this Agreement from Employer) within which to remove all his/her property from the Site, and Occupant hereby covenants and agrees to restore the site to as good or better condition than when received. Thirty (30) days after termination of this Agreement, Employer may re-enter the premises and remove all persons and effects therefrom using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort. Occupant further agrees that Thirty (30) days is a reasonable time in which to vacate the Site.

Section 7:
TIME IS OF ESSENCE
All time limits stated herein of the essence of this Agreement.

Section 8:
RELEASE AND INDEMNITY

Occupant hereby releases Employer from any and all liability for injury or death to the Occupant's person or damage to the Occupant's property arising from any cause whatsoever in, upon or about the Site. (and sidewalks adjacent thereto, if any) or upon or about the Employer's Property in which the Site is a part, provided, however, that nothing herein contained shall be construed so as to constitute a waiver of any right that the Occupant may have under the State Workers Compensation Act, the Employee's Retirement System or under the State Insurance Program. Employee hereby agrees to indemnify and hold harmless the Employer from and against any and all liability for any injury or death to any person or damage to the property of any person whatsoever arising from the negligence of Employee, a member of the Employee's household or any of Employee's guest on or about the Site (and sidewalks adjacent thereto, if any) or from Employee's use of the Site or from any activity conducted upon or from the site. Employer does not waive sovereign immunity.

Section 9:
NOTICES

All notice (the term "notices" includes Statements, demands, request, consents, approvals and authorizations) hereunder given by either party to the other shall be in writing and sent by United States Certified or Registered Mail, Postage Prepaid, and addressed to the party to be notified at such part's address as shown in this Agreement. Either party may from time to time by notice to the other designate a different address to which notices shall be sent. The day upon which any notice is so mailed shall be treated as the date of service of such notice.

Section 10:
HOLDING OVER

Occupant shall not use or remain in possession of the Site after the expiration or any termination of the Agreement. Any holding over or continued use and/or occupancy of the Site after the expiration or any termination of this Agreement without the written consent of the Employer shall not constitute a Occupant-At-Will interest in the Occupant. The parties agree that this is not a rental agreement. The parties stipulate that in the event of any holding over, the provisions of law found at O. C.G.A. 44-7-50, will apply as to the procedure for dispossessing Occupant.

Section 11:
REMOVAL OF PERSONAL PROPERTY BY OCCUPANT

For thirty (30) days following the expiration of any termination provision of this Agreement, Occupant shall have the right and privilege to remove all personal property which he/ she has placed on or about the Site. If the Occupant removes any or all of the property which he/ she has placed on or about the site, he/she agrees to repair nay and all damages directly resulting to the site from such removal.

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Section 12:
REPAIRS BY OCCUPANT

Employer will make necessary repairs arising out of normal use of the Site and will supply maintenance for the site or any existing fixtures, appurtenances, building structures or improvements located thereon provided that sufficient budgetary capacity is available. If the Occupant desires, he/she may make approved permanent improvements and/or repairs and receive occupancy charge credits. The Department is under no obligation to replace existing fixtures in the event replacement becomes necessary. Occupancy charge rates are established in part, or the condition of the unit and the condition/existence of free standing or built-in fixtures (appliances). Should replacement become necessary the occupancy charge rate would be adjusted to reflect the change in conditions. Occupant his/ her own expense shall make repairs necessary as a result of the negligence of Occupant, any member of Occupant's household or any of Occupant's guest. Employer gives the Occupant exclusive control of the Site and shall be under no obligation to inspect Site.

Section 13:
ASSIGNMENT AND SUBLETTING

This Agreement is personal to the Occupant and shall not be assigned, transferred or sublet by the Occupant or extended to any successor of the Occupant without the prior written consent of the Employer. Any such assignment shall be void, and shall, at the option of Employer, upon written notice to Occupant, terminate this Agreement.

Section 14:
MERIT SYSTEM

The parties hereto recognize and agree that any contest of Occupant's dismissal under the provision of the rules of the State Personnel Board, Chapter 478-01, shall not affect the Employer's ability to terminate the Agreement.

Section 15:
EMPLOYER'S NON-LIABILITY

Employer shall not be responsible or liable for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining property and /or property in the area of close proximity to the Site.

Section 16:
GEORGIA LAW

This agreement shall be governed, construed, performed and enforced in accordance with the laws of the State of Georgia.

Section 17:
ACCEPTANCE OF SITE

Occupant hereby acknowledges that he/she has fully inspected the Site and that the Site is in adequate condition for the uses intended. Occupant further acknowledges that no representation or warranty as to the condition of the Site has been made to Occupant by Employer, its agents, or employees, or by any other person. Employer makes no warranty whatsoever as to either the present condition of or the title to the Site.

Section 18:
LOSS BY THEFT

The Occupant agrees that all property placed by the Occupant upon the Site shall be at the risk of the Occupant only and that the Employer shall not be liable for any damages thereto or theft thereof.

Section 19:
REMOVAL OF TEMPORARY IMPROVEMENTS, ERECTIONS AND ADDITIONS BY OCCUPANT

After the express written consent of the Employer has been obtained, the Occupant may make at his/ her own cost and expense temporary improvements, erections, additions, and alterations to the site. All temporary improvements, erections and additions installed in or placed upon the Site by the Occupant shall continue to be and remain the property of the Occupant and may be removed by the Occupant, in whole or in part, at any time before notice of termination of this Agreement or within thirty (30) days after termination of this Agreement. If the Occupant removes any or all of the temporary improvements, erections and additions he/she has installed in or placed upon the Site, the Occupant agrees to repair any and all damage resulting to the Site from such removal. Any improvements, erections or additions not so removed become property of the Employer.

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Section 20:
WASTE AND NUISANCE

Occupant shall not commit, or suffer to be committed any waste upon the Site nor shall Occupant create or permit any nuisance or illegal acts upon the Site.

Section 21:
RUBBISH REMOVAL

Occupant shall keep the site clean, both inside and outside, at his or her own expense, and shall see that refuse of any kind whatsoever is removed promptly from the said Site.

Section 22:
ABANDONEMENT OF SITE

Occupant shall and will inhabit and occupy the Site and shall not vacate or abandon the Site at any time during the term of this Agreement; and if Occupant does abandon or vacate said Site, any property or fixtures belonging to Occupant and left on the Site shall be deemed, at the option of the Employer, to be abandoned and to be the property of the Employer.

Section 23:
WARRANTIES

The making, execution and delivery of this agreement has been induced by no representations, warranties, or statements (including, but not limited to, representations or warranties with respect to title to the Site) of the Employer other than those herein expressed.

Section 24:
DEFAULT

If Occupant defaults in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this agreement and continues in said default for fifteen(15) days after notice thereof by the Employer, Employer, at its option, may at once, or within thirty (30) days thereafter (but only during continuance of such default or condition) terminate this Agreement by written notice to Occupant, whereupon this Agreement shall end. None of the foregoing time periods shall be deemed to extend the term of this Agreement beyond twelve o'clock midnight in the day which this Agreement terminates as noted on page 1 of this Agreement. Upon such termination of this Agreement by employer, Occupant shall remove all his/her effects from the Site; and Employer may forthwith reenter the Site and repossess it and remove all persons and effects therefrom; using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Section 25:
WAIVER OF RIGHT

The waiver, by Employer, of any breach of any stipulation provision, term, covenant, agreement or condition herein contained, shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or of any other stipulation, provision, term, covenant, agreement or condition contained herein.

Section 26:
DESTRUCTION OF OR DAMAGE TO SITE

If the Site is totally destroyed or rendered untenable by storm, fire, earthquake, or other casualty, this agreement shall, at the option of the Employer, terminate as of the date of such destruction or damage with no obligation on Employer to provide a substitute Site for Occupant. If the Site becomes unfit for human habitation due to age, deterioration, etc., the Employer may terminate this Agreement as of the date such determination is made with no obligation on Employer to provide a substitute Site for Occupant.

Section 27:
PETS

Occupant shall not permit or cause any animal owned or possessed by Occupant or any member of Occupant's household to roam free and unfettered without prior written approval of the Employer. Occupant shall at all times restrain by chain, leash, or fence all animals permitted outside the residence located on the Site, unless Employer's written approval has been obtained.

Section 28:
EXTERIOR SIGNS

Occupant shall not erect any sign or poster or affix a sign to the site without the prior written consent of the Employer.

