



## MONTANA STATE HOSPITAL POLICY AND PROCEDURE

### OCCUPATIONAL HOUSING POLICY

**Effective Date:** January 27, 2014

**Policy:** HR-10

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- I. PURPOSE:** To provide considerations attached to the provision of employee occupational housing as determined by Montana State Hospital (MSH).
- II. POLICY:** MSH may provide housing for direct care provider or administrative positions subject to Hospital call requirements or other considerations. Occupational housing as provided by the Hospital will be subject to specific terms and conditions as included in an Occupational Housing Agreement.

Housing will be provided without cost to the employee. Under Internal Revenue Service rules, housing provided as a requirement for a job is not a taxable benefit.

**III. DEFINITIONS:** None

**IV. RESPONSIBILITIES:**

- A. The Human Resources Director is the designated Housing Officer and is responsible for administering this policy and occupational housing agreements on behalf of MSH.

**V. PROCEDURE:**

A. Occupational Housing Agreement

1. All employees provided housing will be required to enter into an occupational agreement, which will be effective for so long as the employee is employed AND occupying state housing.
2. The agreement will expire and the employee is required to vacate the unit no more than 30 days after termination of employment.
3. All housing units will require a damage and cleaning deposit. Such deposit shall be made at the date of notice to the employee of the unit availability and upon the employee's acceptance. The deposit may be refunded subsequent to inspection and certification that the property has not been subject to more than normal wear and usage and has been adequately cleaned. Units will also require an additional deposit for pets.

B. General Terms

1. The Hospital recommends that all employees occupying state housing obtain insurance to cover personal property. The Hospital is not responsible for damaged or stolen personal property belonging to employees.
2. Employees will be held financially responsible for damages to Hospital property caused by negligence or abuse.
3. Hospital property may not be used for illegal or unsafe activities. Illegal or unsafe activities by any member of a household or visitor to a household may be grounds for eviction or termination of the housing agreement.
4. Violations of the occupational housing policy may result in eviction with a thirty (30) day notice.
5. Pets: The number of pets, type of pets, location and types of pet structures may be restricted by the Hospital when pet ownership adversely affects others. Tenants who wish to have pets must have a separate agreement relative to the number of pets, how they will be cared for and to establish a pet housing deposit. Undeclared/unauthorized pets may be cause for fine and/or possible loss of housing privileges.

C. Employee Occupational Housing Responsibilities

1. Children twelve and under will not be left unsupervised in housing units. Complaints regarding unsupervised children may be turned over to the proper authorities.
2. Vehicles may not be parked on lawns, either in front of or behind the residences. Parking spaces are designated and must be used.
3. There will be no construction for the purpose of effecting modifications to the residence or garage without written pre-approval. Unauthorized modifications will result in eviction.

**VI. REFERENCES:** None

**VII. COLLABORATED WITH:** Hospital Administrator

**VIII. RESCISSIONS:** HR-10, *Housing Policy* dated October 19, 2009; HR-10, *Housing Policy* dated August 26, 2006; HR-10, *Housing Policy* dated September 1, 2002; Policy 12-04H.020492, *Housing Policy* dated October 1991.

**IX. DISTRIBUTION:** All hospital policy manuals

- X. ANNUAL REVIEW AND AUTHORIZATION:** This policy is subject to annual review and authorization for use by either the Administrator or the Medical Director with written documentation of the review per ARM § 37-106-330.
- XI. FOLLOW-UP RESPONSIBILITY:** Director of Human Resources
- XII. ATTACHMENTS:** For internal use only.
- A. Occupational Housing Agreement
  - B. MSH Pet Agreement

Signatures:

John W. Glueckert  
Hospital Administrator

Todd Thun  
Director of Human Resources