

STATE OF INDIANA
RESIDENTIAL LEASE

Contract # _____

THIS AGREEMENT or LEASE is made and entered into by and between _____ [Tenant's name], (hereinafter referred to as "Tenant"), and the State of Indiana, acting by its Department of Administration ("IDOA"), for and on behalf of _____ [State Agency & Facility], (hereinafter referred to as "Landlord" or "State").

In consideration of the promises and obligations specified in this Lease, the Landlord and Tenant agree as follows:

I. STATE-OWNED HOUSING UNIFORM POLICY

Tenant, by execution of this Lease, represents that he/she has read and understands the *Indiana Department of Administration Policy on the Management, Maintenance, and Use of State-Owned Housing Facilities* (the "Policy"), and agrees to be bound by the terms of the Policy, attached and incorporated as "**Exhibit A**" into this Lease and made a part hereof. The Policy may be updated from time to time, but the most current version is found at this link: <https://www.in.gov/idoa/state-purchasing/contract-administration/leasing-boilerplates-and-documents/>.

Landlord, by execution of this Lease, represents that Tenant meets at least one of the Criteria for Occupancy of State-Owned Housing identified in Section VI of the Policy. This Tenant qualifies under criteria [A, B, C, D, and/or E] of Section VI of the Policy. (Identify the appropriate criteria under which this employee has been issued housing.)

II. DESCRIPTION OF LEASED PREMISES

Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant a certain residential unit known as unit number _____ ("Premises") with a common address of _____, located on the grounds of _____ (hereinafter referred to as "Facility").

III. TERM OF LEASE

This Lease shall be effective for a period of ___ () years/months, commencing on _____, and will end, _____, unless terminated earlier or as otherwise specified within this Lease.

IV. RENT

The total agreed rent for the entire term shall be \$ _____, to be paid in biweekly amounts of \$ _____, through biweekly payroll deductions as authorized through a properly executed AS-47 form or such other paperwork necessary for a valid payroll deduction. Tenant shall cooperate with Landlord to execute all necessary forms for payment of rent by payroll deduction. Cancellation of the payroll deduction shall be considered a notice to vacate the Premises and the Landlord shall initiate appropriate actions to terminate the Lease and evict Tenant.

Tenant agrees that the State's liability, if any, under this Lease is limited to compensatory damages and expressly waives any statutory remedy that may arise with regard to said income withholding agreement.

V. OPTION TO RENEW

Landlord may grant Tenant an option to renew this Lease for **three (3) additional terms of one (1) year each [may be modified to meet agency needs]**, provided Tenant continues his/her employment in a capacity that would qualify him/her to be eligible for state-owned housing pursuant to the Policy. Landlord will send Tenant a notice in writing sixty (60) days prior to the expiration date of this Lease notifying Tenant that the Lease has been approved for another lease term. The rental amount for any renewal term will be contained within the Notice to Renew. Tenant will acknowledge acceptance of the renewal term by providing to Landlord and IDOA an updated **Exhibit "B"** (Proof of Insurance) along with a copy of the Notice to Renew.

Tenant and Landlord will execute an amendment to the Lease signed by all necessary parties. Tenant's updated **"Exhibit B"** (Proof of Insurance) which shall be attached to the amendment as an exhibit. The amendment with updated **Exhibit B** shall be provided to the IDOA for review and approval. Rent shall be collected in the same manner as specified in Section IV above.

VI. GENERAL USE BY TENANT

The Premises shall be used by Tenant only for the purpose of a personal, single-family residence for Tenant and his/her spouse and dependent family members and for no other purpose. No person(s) other than Tenant and the family members identified below shall be permitted to reside in the Premises without Landlord's prior written approval. It is Tenant's responsibility to request written approval prior to any additional person(s) residing in the Premises. No overnight guests shall be permitted to reside in the Premises for a period of time greater than thirty (30) days.

Person(s) permitted to reside in the Premises are:

1. _____
2. _____
3. _____

VII. TENANT'S BASIC RESPONSIBILITIES

Tenant shall be responsible to follow the basic guidelines set forth within this Lease, while residing within the Premises:

- A. Tenant shall respond immediately to emergency situations or demands at the Facility.
- B. Tenant shall acquaint himself/herself with all emergency procedures in order to respond accordingly.
- C. Tenant shall maintain the Premises and surrounding grounds in a neat and orderly fashion and in compliance with all policies and procedures set forth within this Lease, “**Exhibit A**”, and within such additional policies and procedures of the **State Agency/Facility, if any, as set forth and attached to this lease as “Exhibit D,”** fully incorporated herein.
- D. Tenant shall follow all policies and procedures of Landlord.
- E. Tenant shall be responsible for the behavior of his/her family members residing within the Premises, as well as guests visiting the Premises.
- F. Tenant shall keep all pets indoors, on a leash or chain, inside a fenced area or kennel, or supervised at all times. No pets will be allowed to roam unsupervised on state property.

In the event Tenant erects barriers to keep pets on the Facility, including but not limited to, fencing and/or kennel(s), it shall be Tenant’s sole responsibility to remove said barriers upon termination or expiration of this Lease. All pets are subject to the approval of Landlord, and Tenant shall notify Landlord of all pet(s) being kept in, or upon the Premises or Facility. Tenant shall not keep livestock on the Premises or Facility. Tenant shall be responsible for any damage to the Premises and Facility caused by pet(s) kept therein, or upon.

- G. Tenant shall not keep any firearms on the Premises unless registered, if required by law, and secured pursuant to Landlord's instructions. Where this lease is being entered into by a facility that is governed by IC 35-47-9-2, Tenant shall not keep any firearms on the Premises.
- H. Tenant shall be responsible, at Tenant's expense, for all routine maintenance of the Premises, including but not limited to:
 - 1. Cleaning of interior and exterior surfaces of windows;

2. Cleaning of carports, garages, storage spaces, porches, steps, patios, walks, and driveways;
3. Cleaning inside walls, woodwork, floors, and carpets;
4. Cleaning lighting fixtures and window treatments;
5. Cleaning stoves, refrigerators, ovens, sinks, tubs, toilet fixtures, and similar household equipment;
6. Keeping trash and debris picked up on a regular basis rather than on a periodic basis;
7. Replacement of light bulbs during the period of occupancy;
8. Routine lawn care where institution does not provide;
9. Restoring paint color to its original color(s) before departure, if altered during the term of the Lease; and
10. Purchase, installation, and maintenance of all kitchen appliances desired by Tenant, with the exception of a refrigerator and an oven/stove. A refrigerator and an oven/stove which shall be provided and maintained by Landlord in the event such appliances are not already present in the Premises, or require replacement during the Lease term.

I. Smoking indoors in the Premises is strictly prohibited. **[Include if applicable.]**

VIII. LANDLORD'S BASIC RESPONSIBILITIES

Landlord shall provide at Landlord's expense major maintenance, repair, and renovation services, as well as certain utility services and heat for the Premises. Additional items for which Landlord will be responsible are as follows:

1. Pest control;
2. Plumbing repairs and upgrades;
3. Electrical repairs and upgrades;
4. Structural repairs and upgrades;
5. Roof leaks;
6. Window repairs;
7. Lock replacement;

8. Replacement of flooring;
9. Paint, both interior and exterior;
10. Repair and re-paving driveways;
11. Maintenance and/or replacement of the refrigerator and oven/stove; and
12. Any additional repairs or replacements that the Landlord deems appropriate and determines to be the responsibility of the Landlord.

IX. FURNISHINGS

Should the Premises contain items owned by Landlord, an attachment labeled "**Inventory of Furnishings**" will be attached to this Lease as "**Exhibit C**" and will include a listing of the Tenant's items and an estimate in value. "**Exhibit C, Inventory of Furnishings**" is attached hereto and incorporated fully into this Lease. Tenant shall be granted the right to use these items while residing within the Premises. However, should these items become broken or destroyed through negligence or abuse by Tenant, Tenant shall reimburse Landlord the amount of value placed upon the item at the time of the signing of this Lease, as stated in "**Exhibit C.**" Should the item become damaged or unusable due to normal wear and tear, Landlord, at its sole discretion, shall decide whether to replace the item.

X. ACCESS TO THE PREMISES

Landlord reserves the right to access the Premises by a designated representative at any and all reasonable times for purposes including but not limited to:

1. Annual inspections;
2. Periodic inspections;
3. Inspections at the time of vacating the Premises;
4. Repairs and replacements; and
5. Emergency situations.

Denial of entrance to the Premises by Tenant shall constitute a breach of this Lease and may subject Tenant to disciplinary action, including but not limited to notice to vacate the Premises.

XI. LOSS OR DAMAGE TO RESIDENCE

Notwithstanding any provision in this Lease to the contrary, if the Premises are destroyed or damaged through no fault of Tenant, to such an extent as will make the Premises untenable, Landlord will temporarily house Tenant in comparable alternate state-owned housing, if

available, at the current rental rate of the alternate housing, but not to exceed the rent of the damaged property. Upon request of the Facility and approval of the IDOA, a decision will be made whether to rebuild the damaged property. Landlord shall have the final decision whether to rebuild the Premises.

XII. INDEMNIFICATION AND HOLD HARMLESS

Tenant agrees to indemnify, defend, and hold harmless the Landlord, its agents, officials, and employees from all third-party claims and suits, including any claims or suits brought by other persons residing in the Premises, or invited guests of the Tenant. Such claims and suits shall include, but not be limited to, those brought as a result of personal injury or death, arising from any accident or occurrence due directly, or indirectly to Tenant's use and occupancy of the Premises and Facility.

XIII. INSURANCE

Tenant shall be required to maintain renter's insurance to cover his/her personal property and liability at his/her own expense. The policy shall name the State of Indiana as an additional insured as to liability only. Provision of insurance shall not be deemed an election of remedies. A copy of this policy shall be attached to this Lease and referenced as “**Exhibit B**”. Tenant shall provide any notice of renewal or cancellation of such insurance to Landlord and the IDOA.

XIV. OPERATION OF BUSINESS VENTURES

Tenant and any or all other person(s) residing within the Premises shall not use the Premises for the purposes of conducting in-person business or any other in-person profit-making activities, including but not limited to retail, service or wholesale sales, unless prior written approval has been granted by the IDOA. Remote work shall be permitted at the Landlord’s discretion and upon Landlord’s prior written authorization. Remote work shall include only work activities conducted through the use of the internet or telephone, and not those activities conducted through in-person meetings or transactions with customers or clients.

XV. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease, sublet the Premises or any part thereof, or permit the use or occupancy of any part of the Premises by anyone other than Tenant, his/her spouse, and dependent family members identified in Section VI.

XVI. CANCELLATION

The parties agree that this leasehold is created for the convenience of the State of Indiana and that in the event it no longer benefits the State to house employees in close proximity to its facility, the Lease shall be terminated with a thirty (30) day notice. At the State’s discretion, the

Tenant may have the option to continue to lease the Premises at a market rate and for a lease term that will be determined by the IDOA.

This Lease may be cancelled by either party without penalty by giving thirty (30) days written notice to the other party.

XVII. TENANT IMPROVEMENTS

Tenant may personalize the Premises, at Tenant's expense, with paint, wallpaper, carpet or other decorative items, provided he/she submits a prior written request to Landlord. Landlord will respond in writing to Tenant. Copies of the request and approval will be sent to the IDOA to be kept on file. All fixtures and improvements of a permanent nature are to be left intact when Tenant leaves the Premises. Any improvements by Tenant of a temporary nature may be removed and the original item replaced at the time of vacating the Premises.

XVIII. INSPECTIONS

The Premises may be inspected at any time Landlord deems necessary. These inspections include but are not limited to:

1. Inspection prior to taking possession;
2. Annual inspection;
3. Rental rate analysis inspection;
4. General condition inspection; and
5. Vacating the premises inspection.

Inspections of a general nature such as listed above will require a 24-hour notice by Landlord. However, no prior notice will be required in the event of an emergency or national disaster.

At the time Landlord conducts the annual inspection, Tenant shall present to Landlord, in writing, a list of any and all requested upgrades or repairs to the Premises or Facility that are anticipated to exceed \$500.00. Landlord shall present the list to a designated authority, including IDOA, for review and approval prior to Tenant undertaking such repairs or upgrades. Approval or denial of any requested upgrades or repairs in excess of \$500.00 shall be solely within the discretion of the designated authority in consultation with the IDOA. Repairs or upgrades that do not exceed \$500.00 shall require the prior approval of Tenant's immediate supervisor, or Landlord.

XIX. LOCKS AND KEYS

Tenant shall not be permitted to replace any lock on any door of the Premises other than by the approved methods of the Landlord. Tenant must furnish keys to all locks to Landlord. When changing locks, Tenant must give Landlord a key within 24 hours of the change.

XX. ILLEGAL ACTIVITY

No activity considered to be illegal shall be performed within the Premises. Any Tenant, residing family member of Tenant or guest of Tenant found to be performing any illegal act within the Premises shall be turned over to the legal authorities immediately, and Tenant shall be given notice to vacate the Premises.

XXI. SEPARATION OF EMPLOYMENT

Separation of Tenant's employment with Landlord shall constitute automatic termination of this Lease. Tenant shall have 30 days to vacate the Premises upon separation of employment with Landlord or upon reassignment, whether such separation or reassignment is voluntary or involuntary. Landlord will give Tenant written notice to vacate the premises, at the place and in the manner specified in this lease, showing the date that the Tenant must vacate the premises. Tenant hereby waives 30-day notice to quit.

XXII. MODIFICATION OF LEASE

This Lease may not be amended, assigned, modified or supplemented without the written signatures of all parties to this Lease.

XXIII. INDIANA LAW

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana, and suit, if any, must be brought within the State of Indiana.

XXIV. MISCELLANEOUS PROVISIONS

No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.

XXV. NOTICE

All notices required to be given under this Lease will be made in writing and will be sent by E-mail or first-class U.S. mail to the parties as follows:

Landlord: _____ [agency name]
 _____ [contact person]
 _____ [address]
 _____ [address]

_____ [address]

Facility: _____ [agency name]
_____ [contact person]
_____ [address]
_____ [address]
_____ [address]

Copy to: Indiana Department of Administration
Deputy Commissioner of State Resource Management
402 W. Washington Street, W-462
Indianapolis, Indiana 46204
Email: sharless@idoa.in.gov

Tenant: _____ [name]
_____ [address]
_____ [address]
Email: _____

IN WITNESS to their agreement, the persons signing this Lease execute it for the Landlord and Tenant:

TENANT: _____
Printed name

LANDLORD: [AGENCY NAME]
[Printed name of Division Director & Title]

Signature

Signature

Date: _____

Date: _____

[AGENCY NAME]

Name & title of Agency Head

Date: _____

**INDIANA DEPARTMENT OF
ADMINISTRATION**

_____ (for)
Rebecca Holwerda, Commissioner

Date: _____

Revised 8.8.2022

[INCLUDE & ATTACH ALL EXHIBITS TO THE LEASE AS REFERENCED IN THE
LEASE AGREEMENT]

EXHIBIT A

*Indiana Department of Administration Policy on the Management, Maintenance, and Use of
State-Owned Housing Facilities*

EXHIBIT B

Copy of Tenant's Insurance Policy

EXHIBIT C

Inventory of Furnishings

EXHIBIT D [if applicable]

Copy of Agency/Facility Policies

EXHIBIT A



INDIANA DEPARTMENT OF ADMINISTRATION POLICY ON THE MANAGEMENT, MAINTENANCE, AND USE OF STATE-OWNED HOUSING FACILITIES

I. AUTHORITY

- A. The Indiana Department of Administration (IDOA) will be the final authority in all matters pertaining to the management, maintenance, and use of all state-owned housing facilities, which may also be referred to as state-owned residences. *See* definition at IV.C.
- B. The IDOA may, at its discretion, delegate the administration and property management functions to an agency, a qualified, independent property management firm, or any other similar agent (“delegated entity”). In the event of a dispute between or among any of the signatories to a lease or the designees, including an agency or an institution, the dispute will be resolved by the Commissioner of IDOA, whose decision will be final and binding upon all parties to the lease.
- C. A delegated entity will have a written policy for these administration and property management functions and that policy will be provided to IDOA. IDOA will have final approval of said policy.

II. APPLICATION

This policy applies to all state agencies and state employees residing in or using a state-owned residence or housing facility.

III. POLICY STATEMENT

The IDOA has the overall responsibility for all state-owned residences. State agencies shall closely follow the uniform procedures that the IDOA has developed for the use and maintenance of state-owned residences. Agencies shall ensure that all state-owned residences are inspected and maintained appropriately. Any changes in the use of these residences shall be made in accordance with the IDOA guidelines.

IV. DEFINITIONS

For the purpose of this policy, the following definitions apply:

- A. INDIANA DEPARTMENT OF ADMINISTRATION (IDOA): The state agency responsible for the management, maintenance and use of all state-owned housing or residences.
- B. STAFF: Any person employed by the state of Indiana full or part-time.
- C. STATE-OWNED RESIDENCE/FACILITY: Any property owned by the state which is offered to staff for the purpose of a residence either long term, short term, or temporary.

V. USE OF STATE-OWNED RESIDENCES

State-owned residences may be occupied by staff only in order to (1) promote the security and essential functions of the agency's primary facility, (2) promote the health and safety of the patients, inmates, staff, visitors, and (3) support the protection of the facility, and whose job requirements qualify them under the criteria in these administrative procedures. The immediate family members or legal dependents of a staff person assigned to a state-owned residence may reside in the housing. Upon leaving the service of the state or being transferred to a different facility or position, the staff person and any immediate family or legal dependents shall vacate the premises in accordance with the lease agreement and this policy.

While leasing State-owned residences or facilities, the staff person shall not use the unit for the purpose of conducting business or any other profit-making activities, including but not limited to retail sales activities, service sales activities, or wholesale sales activities without the prior written approval of the agency, such written agency approval being provided to IDOA's deputy commissioner of state resource management.

All occupants of state-owned residences are to follow all local, state and federal laws, rules and ordinances, as well as all applicable State and agency policies and procedures.

VI. CRITERIA FOR OCCUPANCY OF STATE-OWNED RESIDENCES

Based upon procedures established by the IDOA, agencies shall adhere to the following criteria in the assignment of state-owned residences to staff:

A. Health and Safety

Housing may be approved in cases where the position requires that the person be available upon the premises for the general health and well-being of the patients, staff, or visitors served by the agency's primary facility.

B. Housing as a Job Requirement

In certain instances it may be a requirement of the job for employees to live in State-owned housing.

C. Security Needs

A state-owned residence may be approved in cases where the position provides property protection as a result of the facility being operational on a 24 hour basis.

D. Physical Plant Demands

State housing may be available where it can be clearly established that certain maintenance staff is required to be in close proximity and on 24-hour call to respond to the emergency needs of the physical plant or in cases where manually controlled energy systems are essential to the daily operation of the physical plant.

E. Housing as Job Incentive

State-owned residences may be approved in cases where a position has proven to be chronically difficult to fill and maintain. With the approval of the agency Director and IDOA, state-owned residences may be offered to staff as a job incentive, after the position has been vacant for six (6) or more months and when the state-owned residence is not needed by other staff meeting the criteria for residing in state-owned residences.

VII. ASSIGNMENT OF STATE HOUSING

The assignment of state-owned residence shall be made consistent with these administrative procedures. All housing assignments shall be made based upon the needs of the agency's primary facility and the agency.

The initial designation of a staff person for assignment shall be the responsibility of each state agency requesting or requiring on-site housing for employees.

The agency will then prepare a lease, approved by IDOA. (See ATTACHMENT II).

STAFF REQUESTS FOR ASSIGNMENT TO A STATE-OWNED RESIDENCE: Staff persons may request the assignment of a state-owned residence on an annual basis. Requests for assignment to a state-owned residence shall be made, in writing, to the designated individual within each agency.

Staff requesting a state-owned residence must show how they meet the criteria established in these administrative procedures.

VIII. RESPONSIBILITIES OF THE EMPLOYEES ASSIGNED STATE-OWNED RESIDENCES

A. General Responsibilities:

All staff assigned to a state-owned residence shall be obligated to respond immediately to emergency situations in which there is a threat to life, property or security, as directed by the designated agency staff or designees.

Any assigned state-owned residence shall not be used for the purposes of conducting any illegal activities, including, but not limited to:

1. The sale or distribution of narcotic drugs or other controlled substances;
2. The sale or distribution of alcoholic beverages;
3. Gaming or gambling; and
4. The harboring of fugitives.

Staff and any other persons residing or visiting in a state-owned residence must comply with all local, state and federal laws, rules and regulations.

Staff shall be required to agree to and sign a lease agreement for the property and provide proof of insurance prior to occupancy. (See ATTACHMENT II.)

It shall be the responsibility of the staff person occupying the state-owned residence to maintain the premises and surrounding grounds in a neat and orderly fashion and in compliance with the terms and obligations set forth within the lease agreement.

IX. INSPECTIONS

As the agency responsible for the overall management of state-owned residences, the IDOA, and the agency designee shall conduct annual, on-site inspections of all state-owned residences and their state-owned contents. The agency and the IDOA reserve the right to inspect any state-owned residence at any time upon reasonable notice to the staff person.

The agency staff shall inspect each state-owned residence at least annually and whenever a staff person leaves a state-owned residence. Staff shall use the "Residence Inspection

Report” (See ATTACHMENT III) when conducting this inspection. The Physical Plant Director at the facility shall maintain a copy of the “Residence Inspection Report” and shall also provide a copy to IDOA.

X. MAINTENANCE OF STATE-OWNED HOUSING

It is the joint responsibility of both the staff person assigned to the state-owned residence and the agency commissioner or director or designee to ensure that the value of the state-owned residence is maintained and kept in an acceptable living condition. Consideration must be given to the fact that it is state-owned property and must present an appearance acceptable to the citizens of the State of Indiana. The responsibilities of the staff person and the agency shall be identified in the rental agreement.

When a state-owned residence is vacant, the responsible agency or designee shall continue to inspect the vacant residence to ensure that minimal deterioration takes place in the residence during the period of vacancy.

If a state-owned residence is determined to be of no use to the State or the agency, a written request for alternative use or razing shall be completed and submitted to IDOA.

All repairs, renovations or additions in excess of \$500.00 must be processed through the agency commissioner or director and the agency controller with subsequent approval by the IDOA, if necessary. Additionally, the agency or tenant shall not enter into any service contract or preventive maintenance agreement for any of the operating systems that are contained within the state-owned residence without the prior approval of the agency and IDOA.

XI. EMERGENCY REPAIRS TO STATE-OWNED RESIDENCES

In cases of emergency or when prior authorization from the agency is not possible due to holidays or other situations occurring after normal business hours, the facility shall initiate necessary repairs. The agency commissioner or director or designee shall notify designated persons within the agency and the agency controller on the next business day as to the need for the repairs and the estimated cost.

XII. LEASE AGREEMENT

The "Residential Lease” (see ATTACHMENT II) shall be utilized as the rental agreement executed between staff and the appropriate agency. The purpose of the lease agreement is to protect the interests of both staff and the agency and the State of Indiana. The lease agreement shall be executed prior to the staff person being authorized to

occupy the state-owned residence. All staff currently in state-owned residences shall be required to execute this agreement in accordance with these administrative procedures.

All lease terms shall be written to align with the State fiscal year (i.e., July 1 through June 30). Staff who are authorized to reside in a state-owned residence during the fiscal year shall have the lease term written from the date that the staff person is authorized to reside in the state-owned residence until the following June 30.

All leases will be considered new, one (1) year leases even if the same tenant resides in the house for subsequent years. The lease shall commence upon the date that the staff person moves into the residence and shall continue until the termination date of the lease or until terminated sooner, if necessary and in accordance with these administrative procedures and the lease agreement.

XIII. ANNUAL REVIEW OF HOUSING ASSIGNMENTS

The responsible agency shall review the roster of occupants of the state-owned residences at the agency's facility or facilities on an annual basis. The designated person within the agency is to determine if housing assignments are appropriate and in accordance with these procedures and shall determine whether the assignment of the occupants continues to be appropriate. If the parties determine that a housing assignment is no longer appropriate or in accordance with these administrative procedures, the designated agency representative shall be instructed to advise the occupant that he/she will be required to vacate state-owned residence in accordance with these administrative procedures.

Each responsible agency is required to forward the report of the state-owned residence reviews from the facilities and the agency recommendations to the IDOA **by July 1, on an annual basis**. The annual report to the IDOA will contain the following information:

- (1) An inventory of all housing units under the authority of the agency, which are to be recorded by unit number and/or address.
- (2) A statement of use for each housing unit. If rented, this statement of use would be the tenant's name and employee classification.
- (3) For those units that are being rented, include the monthly rental rate.
- (4) Justification (based on this policy) for each Employee placement.

The agency will cooperate with the IDOA in the preparation of a Statewide Housing Inventory.

XIV. RENT DETERMINATION

It is the responsibility of the agency to determine the appropriate monthly rental rate for state-owned residences under its jurisdiction based upon the formula provided by the IDOA. (See Attachment IV.) Rental rates shall not be based upon salary.

Rental rates shall be reviewed annually to determine appropriateness. The review of the rental rates shall be conducted at the same time that the housing assignment is reviewed. If the rental rate is to be modified, the modification shall be incorporated into the next lease agreement and the staff person shall be advised of the modification.

It shall be the responsibility of the responsible agency to ensure that all necessary documents are completed to initiate and continue the collection of rents on all state-owned housing occupied at the agency's facility. All rent payments shall be made through bi-weekly payroll deductions as authorized through properly executed forms approved by the State Board of Accounts and Auditor of State. (See Attachment V.) Tenant shall cooperate with the agency to execute all necessary forms for payment of rent prior to occupancy of the state-owned residence. Cancellation of the payroll deduction shall be considered a notice to vacate the premises.

XV. HOUSEHOLD EQUIPMENT

It shall be the responsibility of the staff person to provide all household appliances that are considered a convenience (i.e., washer, dryer, freezer, microwave oven, automatic dishwasher, blenders, can openers, etc.). As refrigerators, kitchen stoves, and HVAC systems are considered a necessity, the agency shall provide these items.

A household appliance that ensures the preservation and maintenance of the existing structure, equipment and utility systems at the housing unit shall be considered a necessary expense (i.e. water softener). These items shall be purchased and maintained at state expense.

Any convenience household appliance currently supplied by the state in a state-owned residence shall be maintained in the unit. Such appliances supplied by the state shall be eliminated pursuant to statute, through attrition, breakage or vacating of the premises by the staff person. Nothing in these procedures is to be construed as to cause the removal of these appliances upon the effective date of these procedures.

The agency shall maintain a current and accurate inventory of all state-owned furnishings, fixtures, equipment, appliances and other non-affixed state-owned property that is in each state-owned residence at the facility. (See ATTACHMENT VI.)

XVI. REMOVAL FROM STATE HOUSING

During the period when a staff person is assigned a state-owned residence, it may become necessary to request that the staff person and family vacate the unit. The reason for such a request may be the termination of employment or change of position by the staff person, disciplinary actions, and the death of the staff person, the total or partial destruction of the state-owned residence or for the best interests of the agency. If staff is requested to leave the state-owned residence, the designated agency representative shall ensure that the staff is given written notice indicating the reason(s) they are being asked to leave and the date they are to vacate the premises.

The length of time staff is given to vacate a state-housing unit is 30 (thirty) calendar days. If this time frame is not sufficient, agency leadership shall provide justification for extending time to vacate. In all cases, the IDOA shall be notified when a request to vacate a state-owned residence is given to a staff person.

XVII. APPLICABILITY

These procedures are applicable to all facilities operated by state agencies which have state-owned residences as well as all staff assigned to those residences.

XVIII. LEGAL REFERENCES AND AUTHORITY

IC 4-13-1-4(10)

IC 4-20.5

EFFECTIVE: **October 1, 2001, and revised February 5, 2020**

APPROVED:

Lesley A. Crane, Commissioner

Date