

## SUPPORTED HOUSING FUND AGREEMENT

THIS Supported Housing Fund Agreement (“Agreement”) is entered into as of the 01 day of July, 2024, by and between the Secretary of the Kansas Department for Aging and Disability Services (“KDADS”), and COMCARE OF SEDGWICK COUNTY, (“Contractor”), hereinafter collectively be referred to as the “Parties”.

WHEREAS, KDADS is in need of contractual services.

WHEREAS, KDADS is willing to engage Contractor’s services and Contractor is willing to provide such services pursuant to the terms and conditions contained herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Contractor’s Duties. The Contractor agrees to provide his/her services and to perform such other duties as may be assigned, as set out in the Contractor’s Scope of Work attached hereto as Appendix B, and consistent with the following; the Contractor agrees to abide by the regulations and policies of KDADS, and the State of Kansas.

2. Compensation. The total value for all Supported Housing expenses is \$535,714.00; the sum-total of which is to be made available to all Supported Housing Fund contractors to use on a first-come, first-serve basis. This value is in no way to be considered as exclusive to any one contractor, but to be shared and expensed against by all Contractors. Contractor shall submit proof of expenses to KDADS for the purpose of generating and invoice. KDADS shall pay such invoice within thirty (30) days of its receipt of the same. The Parties agree that KDADS shall not withhold any tax, federal or state, from Contractor’s compensation.

- a. Contractor shall provide services in advance to individuals and submit receipts to KDADS for reimbursement within the timeframes identified in the Scope of Work. All funds expended by Contractor shall only be reimbursed until funds for this project are exhausted. Contractor understands that if it submits receipts after such a time as the funds then Contractor may not pursue any further reimbursement from KDADS. All expenses incurred by Contractor after funds have been exhausted will remain as expenses against the Contractor to fund at its own expense.
- b. KDADS will reimburse approved expenditures within thirty (30) days of receipt and approval of the expenditure documentation. Proof of payment for approved expenditures must be received within sixty (60) days of the initial Supported Housing Fund request date. If the proof of payment is not received within the allotted time frame, the request will be denied.
  1. KDADS will accept the following for proof of payment:
    - a. Copy of check from CMHC accompanied by statement showing proof of completed transaction.
    - b. Receipt from vendor (must include vendor’s name and phone number).

- c. Receipt from landlord (must include vendor's name and phone number).
  - d. Bank statement
2. KDADS maintains the right to accept or reject any proof of payment that does not clearly reflect the use of funds as approved through the Supported Housing Funds pre-approval process.

3. Term. The term of this Agreement shall be from **07/01/2024**, through **06/30/2025** unless terminated by one of the parties hereto, or by the terms of this Agreement. The Parties agree that this Agreement may, however, be amended/extended through an Amendment signed by the Parties hereto.

4. Independent Contractor Status. At all times pertinent to this Agreement, Contractor shall perform as and hold the status of independent contractor. Nothing in this Agreement is intended to create or imply any type of employer-employee, principal-agent, master-servant, or any other relationship other than that of independent contractor as between KDADS and Contractor. KDADS shall not withhold any form of taxes, insurance, assessments, or other amounts from payment to Contractor. Contractor shall be solely responsible for payment of any and all taxes incurred as a result of this Agreement. In addition, Contractor acknowledges that he/she is not entitled to any benefits whatsoever, including health insurance; KPERS, life insurance; worker's compensation, or the like.

5. Termination, Default and Remedies. The Parties agree that this Agreement may be terminated as follows:

- a. Either party hereto may terminate this Agreement without reason or penalty by giving the other party written notice of intent to do so thirty (30) days in advance of such proposed termination;
- b. KDADS may, at its option, terminate this Agreement immediately and without advance notice to Contractor in the event of:
  - (1) Contractor's breach of any material term of this Agreement, which breach is not corrected by Contractor within thirty (30) days of the earlier of (a) the occurrence of such breach or the events or circumstances causing such breach, or (b) written notice thereof given to Contractor by the KDADS;
  - (2) Contractor's conviction of a felony, or Contractor's plea of guilty or no contest with respect to a felony charge;
  - (3) Contractor's neglect of duty under or violation of the Bylaws, rules and regulations, and policies and procedures of the KDADS and/or the State of Kansas;
  - (4) Contractor's inability to perform with reasonable skill and safety by reason of Contractor's use of alcohol, drugs, chemicals, or any other type of material;

- (5) Contractor's inability to work with and relate to others, including, but not limited to staff, in a respectful, cooperative, and professional manner;
  - (6) Contractor's failure to strictly abide by the Incorporated Authorities;
  - (7) The Contractor's failure to pass the KDADS' security clearance;
  - (8) The discretion of the Secretary and/or Supervisor, with or without cause.
- c. In the event that Contractor fails to perform a material provision of this Agreement, KDADS may, in addition to such other remedies provided for by law:
- (1) Terminate this Agreement; or
  - (2) Delay payment until KDADS verifies Contractor's performance.

6. Conflicts of Interest. In addition to strict compliance with all applicable Kansas statutes/regulations governing State of Kansas Contractors and other provisions contained in this Agreement, Contractor hereby agrees that Contractor shall exercise the utmost good faith to ensure that Contractor does not (a) have any interest, financial or otherwise, direct or indirect, (b) engage in any business or transaction, (c) incur any obligation of any nature, or (d) render directive, managerial, consultative, or professional administration service which is in substantial conflict with the Contractor's duties to KDADS.

7. Retention of and Access to Records. All records prepared pursuant to this Agreement shall be retained and safeguarded for a five-year period following termination of this Agreement, and said records shall be made available to any other party to this Agreement, any independent auditor retained by any other party, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees. Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this Agreement.

8. Confidentiality, Privacy and HIPAA.

- a. Contractor shall strictly comply with applicable confidentiality and privacy laws and regulations, state or federal, and shall further comply with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA"), as amended and modified by the HITECH Act, and the regulations implementing the same.
- b. Within five (5) business days following the execution of this Agreement, Contractor shall execute a Business Associate's Agreement with KDADS. A copy may be printed off the KDADS' web site located at: <https://www.kdads.ks.gov/provider-home/forms>. Contractor shall not be provided access to the KDADS' computer system until Contractor has executed a Business Associates (BA) Agreement and/or I.T. Security Agreement.

9. Incorporation of the State of Kansas Contractual Provisions Attachment. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

10. Service of Notices. All notices required or which may be given pursuant to this Agreement shall be in writing, personally delivered by courier or commercial delivery service, or sent electronically and United States mail, first class, postage prepaid, to the following addresses or such other address as may be designated in writing by the named person during the term of this Agreement:

If to Contractor:

Joan Tammany  
COMCARE of Sedgwick County  
635 North Main  
Wichita, KS 67203

If to KDADS:

Jessica Smith, Housing & Homelessness Project Coordinator  
Kansas Department for Aging and Disability Services  
503 South Kansas Avenue  
Topeka, Kansas 66603-3404

And

Laura Howard, Secretary  
Kansas Department for Aging and Disability Services  
503 South Kansas Avenue  
Topeka, Kansas 66603-3404

With a copy to:

Chief Counsel- Legal Division  
Kansas Department for Aging and Disability Services  
503 South Kansas Avenue  
Topeka, Kansas 66603-3404

11. Amendment or Assignment. Modification or amendment to this Agreement shall be in writing and executed with the same formality as the original. Similarly, this Agreement shall not be assigned without the prior written consent of KDADS.

12. Waiver of Breach. Waiver of a breach in performance of any term of this Agreement by KDADS shall not be construed as a waiver of any subsequent breach of the same or any other performance or provision of this Agreement.

13. Invalidity. Any provision of this Agreement determined to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions, and in all respects the agreement shall be construed as if such invalid or unenforceable provision was omitted.

14. Prior Negotiations. This Agreement supersedes all prior negotiations and agreements between these parties with respect to the matters stated herein, and it represents the entire understanding of the parties.

15. Governing Law. This Agreement shall be governed by the laws of the State of Kansas. Should legal action be initiated, the Parties agree that venue shall only be proper in the District Court for Shawnee County, Kansas.

16. Signatures. The Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

17. Terms Read and Understood. The signatories to this Agreement certify that they have read this Agreement, have received adequate opportunity to confer with counsel, if desired, and fully understand all of the terms, and the parties acknowledge and represent that they enter into this Agreement of their own free will, and not from any representation, commitment, promise, pressure or duress from any other party.

18. Cooperation. The parties agree to fully cooperate with each other in the performance hereunder, and will execute such additional agreements, documents, or instruments, if any, as may reasonably be required to carry out the intent of the Agreement.

19. Authorization. The person who executed this Agreement by or on behalf of each respective party or individual, as applicable, represents and warrants that he/she has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party and that all necessary corporate approvals have been obtained.

20. Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, that at the request of either party, the other party shall execute such additional instruments and take such additional acts as are necessary or useful to effectuate this Agreement.

21. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their heirs, executors, administrators, and respective successors and permitted assigns.

22. Miscellaneous Provision / Attachments:

Appendix A: DA 146a (rev. 07-19)

Appendix B: Scope of Work

Appendix C: Guidelines

Appendix D: Request Form

Appendix E. Glossary

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date as set forth herein.

KANSAS DEPARTMENT FOR AGING  
AND DISABILITY SERVICES

By: Laura Howard  
Laura Howard, Secretary

Date: 12/19/2024

COMCARE OF SEDGWICK COUNTY

By: R. B.  
Ryan Baty, Chairman  
Commissioner, Fourth District

Date: 12-4-24

Approved As To Form

[Signature]

ATTEST:

[Signature]  
Kelly B. Arnold, County Clerk




**KANSAS DEPARTMENT FOR AGING  
AND DISABILITY SERVICES**

By: \_\_\_\_\_  
Laura Howard, Secretary

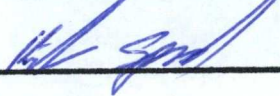
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**COMCARE OF SEDGWICK COUNTY**

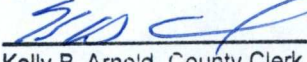
By:   
Ryan Baty, Chairman  
Commissioner, Fourth District

Date: 12-4-24

**Approved As To Form**



ATTEST:

  
Kelly B. Arnold, County Clerk



**APPENDIX A  
CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 01 day of July, 2024.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every



subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**APPENDIX B**  
**SCOPE OF WORK: SUPPORTED HOUSING FUND**

**SUPPORTED HOUSING FUND AGREEMENT**

**I. Introduction and Summary:**

The Supported Housing Fund (SHF) program provides temporary funding to assist low-income and homeless or potentially homeless people with Severe Mental Illness (SMI) or individuals who have serious emotional disturbance (SED) aged 18-21, in obtaining or maintaining housing in the least restrictive environment possible. The goal is to provide persons with SMI, SED, or Co-Occurring SMI and Substance Use Disorder (SUD), the help and support they need to stay housed and live more independently, healthy, productive, and fulfilling lives.

A. Allowable Expenditures include:

1. Temporary rental payment
2. Housing and utility deposits/bills
3. Household items (pots, pans, linens, etc.)
4. Furniture and appliances
5. Moving expenses
6. Home cleaning services
7. Minor home repairs
8. Application fees
9. Personal, State issued identification
10. Other expenses that allow a person to maintain or obtain safe and habitable housing (must obtain pre-approval from KDADS)

B. Must have two competitive quotes for items 3-7. The vendor with the lowest cost will be used unless pre-approval is received from KDADS.

1. An explanation will be provided if two vendors cannot be located.
2. KDADS reserves the right to approve or deny on a case by case basis.
3. Expenses in these sections must maintain the integrity of the contract.

**II. Terms of the Agreement:**

The term of this agreement shall commence on the 01<sup>st</sup> day of July 2024, and shall end on 30<sup>th</sup> day of June 2025, unless earlier terminated pursuant to the provisions herein.

**III. Outcome/Goal(s):**

- A. To reduce homelessness in the State of Kansas for individuals with a behavioral health impairment or diagnosis.
- B. To provide temporary funding, one time per fiscal year, to support eligible individuals with obtaining or maintaining safe, supportive, and habitable housing in the community of their choice. Additional assistance may be approved by KDADS Housing Division on a case by case or dire need basis.
- C. Program individuals, regardless of their living arrangement, must seek access to funds needed to pay for their long-term housing needs (i.e. through gainful employment, SSI/SSDI Benefits, and Housing & Urban Developments Federally Assisted Housing Programs). Disability Overview | HUD.gov / U.S. Department of Housing and Urban Development (HUD)
- D. Recipients should also consider other systems from which a potential service recipient may be eligible for services (e.g., the Veterans Health Administration, senior services, HCBS Waiver Services, Managed Care Organizations, HUD Emergency Housing and Voucher through KHRC, etc.), if appropriate for and desired by that individual to meet his/her needs. In addition, recipients are required to implement policies and procedures that ensure other sources of funding are utilized when available for that individual. Upon approval for other sources of funding, individuals will willfully cease use of Supported Housing Funds.
- E. The CMHC/CCBHC applying for funds will work in partnership with the individual to develop a plan to sustain housing.

IV. **Services to be Provided:**

- A. Community Mental Health Centers, (CMHC's) and/or Certified Community Behavioral Health Clinics (CCBHC's) will screen the individual's eligibility for Supported Housing Funds and need for the use of Supported Housing Funds to ensure funding request meets the eligibility for funding expenditure.
- B. CMHC's/CCBHC's are required to submit a completed Supported Housing Fund Request Form to KDADS for pre-approval (Appendix B).
- C. When the CMHC/CCBHC's receives preapproval from KDADS, CMHC/CCBHC shall submit proof of payment of request to KDADS at which time KDADS will reimburse the CMHC/CCBHC.

V. **Deliverables and Reporting:**

- A. **Reporting Proof of Payment:** CMHC/CCBHC has 60 days to provide proof of payment to KDADS. If KDADS does not receive the proof of payment within 60 days of preapproval, KDADS will deny the request and the CMHC/CCBHC will not be able to receive reimbursement for the request.
- B. **Report to:** All reports shall be emailed in a readable/unencrypted format to **KDADS.SHF@ks.gov**.

**APPENDIX C**

**Guidelines**

**PURPOSE**

The Supported Housing Fund (SHF) program provides an affordable housing resource to low-income, homeless, or potentially homeless people with Severe Mental Illness (SMI) and/or SMI with a Substance Use Disorder (SUD) Co-Occurring impairment or diagnosis. The goal is to provide individuals with SMI and individuals with co-occurring SMI and SUD the help and support they need to stay housed and live more integrative, independent, healthy, productive, and fulfilling lives. The SHF program supports eligible individuals to obtain and maintain safe, affordable, and habitable housing in the least restrictive environment possible. This is achieved by providing temporary funds to meet the cost of their housing needs.

- ❖ **The mental health agency will not require the individual to have an admission intake or participate in mental health services to receive Supported Housing Funds unless the individual is residing in a Supervised Housing setting.**

### **ELIGIBLE SHF INDIVIDUALS**

To be eligible for Supported Housing Funds the follow criteria will be met:

- Homeless
- At risk of becoming homeless

**AND:**

- Individuals who have a serious emotional disturbance (SED) aged 18-21 as defined in the Appendix E
- Adults who have a serious mental illness (SMI) and (SUD), as defined in the Appendix E
- Individuals who are at risk of requiring inpatient behavioral health care and treatment due to symptoms associated with a behavioral health impairment
- Leaving a publicly funded State or County institution (State Psychiatric Hospital, Nursing Facility, Nursing Facilities for Mental Health, State or County Correctional Facilities-that had an SMI/Co-occurring impairment or diagnosis at the time of discharge or admission to the facility unless the consumer is eligible for KDOC Re-Entry funding
- Adult individual who has (1) individual with a mental or behavioral health impairment that substantially limits one or more major life activities; (2) individual with a record of such impairment; or (3) individual who is regarded as having such an impairment such as examples listed below (KDADS approval required).
  - Causing or at serious risk of causing serious harm to themselves or others due to their behavioral health impairment that substantially limits one or more life functions
  - Likely to experience serious deterioration in their behavioral health if they do not receive community mental health person center self-directed services and supports;
  - Homeless or at risk of homelessness (precariously housed) due to their behavioral health impairment;
  - At risk of being admitted to a publicly funded institution due to their behavioral health impairment;
  - Transitioning from one community housing arrangement to another (from Residential Care Facility, Transitional or Bridge Housing to independent living, from independent living into a Residential Care Facility, etc.) to detour placement in a publicly funded institution.

- Individuals who are working with a SSI/SSDI Outreach, Access and Recovery (SOAR) case manager to obtain or re-instate an SSI/SSDI federal entitlement;

**AND:**

- Below 150% of the federal poverty level (use chart below to figure poverty level for SHF Individuals). The current year’s guidelines are to be followed for Supported Housing Funds.

**HHS Poverty Guidelines for 2024: 48 Contiguous States (all states except AK and HI):  
Poverty Guidelines | ASPE (hhs.gov)**

Household/ Family Size	100%	133%	138%	150%
1	1,255.00	1,669.15	1,731.90	1,882.50
2	1,703.33	2,265.43	2,350.60	2,555.00
3	2,151.67	2,861.72	2,969.30	3,227.50
4	2,600.00	3,458.00	3,588.00	3,900.00
5	3,048.33	4,054.28	4,206.70	4,572.50
6	3,496.67	4,650.57	4,825.40	5,245.00
7	3,945.00	5,246.85	5,444.10	5,917.50
8	4,393.33	5,843.13	6,062.80	6,590.00
9	4,841.67	6,439.42	6,681.50	7,262.50
10	5,290.00	7,035.70	7,300.20	7,935.00
11	5,738.33	7,631.98	7,918.90	8,607.50
12	6,186.67	8,228.27	8,537.60	9,280.00
13	6,635.00	8,824.55	9,156.30	9,952.50
14	7,083.33	9,420.83	9,775.00	10,625.00

**INDIVIDUAL’S SELF SUFFICIENCY EXPECTED**

Eligible individuals, regardless of their living arrangement, must seek access to funds needed to pay for their long-term housing needs (i.e. through gainful employment, SSI/SSDI Benefits, and Housing & Urban Developments Federally Assisted Housing Programs). [Disability Overview | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)

Recipients should also consider other systems from which a potential service recipient may be eligible for services (e.g., the Veterans Health Administration, senior services, HCBS Waiver Services, Managed Care Organizations, HUD Emergency Housing and Voucher through KHRC, etc.), if appropriate for and desired by that individual to meet his/her needs. In addition, recipients are required to implement policies and procedures that ensure other sources of funding are utilized when available for that individual. If you are submitting an application with zero income, you must explain how individual will sustain housing. CCBHC/CMHC will work in partnership with requesting individual to develop a housing stability plan. Upon approval for other sources of funding, individuals will willfully cease use of Supported Housing Funds.

**INTEGRATIVE SETTING**

Individuals with behavioral health impairment who are currently residing in or at risk of placement into a state or county publicly funded institution will have access to adequate and

appropriate services and supports in the community to protect the individual's right to live and work in the most integrative setting. Individual experiencing homelessness must be in the least restrictive setting as defined by the PHS Act Section 330(h)(5)(A): Supported housing funds may be used to assist "an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations, and an individual who is a resident in transitional housing."

SHF's cannot be used to fund mental health sponsored Bridge Housing programs. However, SHFs can be used to assist persons exiting a KDADS-BHS Transitional or Bridge Housing program to obtain a permanent housing arrangement.

**ALLOWABLE EXPENDITURES INCLUDE:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Temporary rental payment   | <input type="checkbox"/> Application fees   | <input type="checkbox"/> Personal State Issued Identification                               |
| <input type="checkbox"/> Housing and utility deposits/bills                               | <input type="checkbox"/> Personal State Issued Identification   | <input type="checkbox"/> Furniture and Appliances   |
| <input type="checkbox"/> Moving expenses  | <input type="checkbox"/> Minor home repairs (with KDADS Behavioral Health Commission approval)        | <input type="checkbox"/> Pest Control (with KDADS Behavioral Health Commission approval)    |
| <input type="checkbox"/> Home cleaning services   | <input type="checkbox"/> Necessary household items (with KDADS Behavioral Health Commission approval) | <input type="checkbox"/> Risk Mitigation (with KDADS Behavioral Health Commission approval) |
| <input type="checkbox"/> Other expenses that allow a person to maintain or obtain housing |   |   |

**NON-ALLOWABLE EXPENSES INCLUDE:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Medication                               | <input type="checkbox"/> Healthcare                  | <input type="checkbox"/> Mortgages                   |
| <input type="checkbox"/> Dental Services                          | <input checked="" type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Residential Care Facilities |
| <input type="checkbox"/> Housing under ownership of the requestor |  |  |

## APPENDIX D

### **KDADS FY2025 SUPPORTED HOUSING FUND REQUEST FORM EXAMPLE**

1. Date of Request: Click or tap here to enter text.
2. Name of referring CMHC/CCBHC: Click or tap here to enter text.
3. Individual's Unique ID: Click or tap here to enter text.
4. Targeted Population: Choose an item.  
*Health and Human Services (HHS), define a person with a disability to include any (1) individual with a mental impairment that substantially limits one or more major life activities; (2) individual with a record of such impairment; or (3) individual who is regarded as having such an impairment.*
5. Income and Source (list all household income: Click or tap here to enter text.
6. Medicaid Info: Choose an item.
7. Referral to SOAR, ACT, Supported Employment, or Vocational Rehab Service: Click or tap here to enter text.
8. Continuum of Care/Coordinated Entry Referral: Click or tap here to enter text
9. Household Information (Quantity; ages of minors): Click or tap here to enter text
10. Type of assistance requested (*Please include vendor/details and amount for all requested areas*)

**Bold text items below require 2 competitive quotes to accompany this request.**

- |   |   |
|---|---|
| <input type="checkbox"/> Temporary Rent: Click or tap here to enter text.             | <input type="checkbox"/> <b>Furniture/Appliances:</b> Click or tap here to enter text.  |
| <input type="checkbox"/> Housing Deposit: Click or tap here to enter text.            | <input type="checkbox"/> <b>Moving Expense:</b> Click or tap here to enter text.        |
| <input type="checkbox"/> Utility Bill: Click or tap here to enter text.               | <input type="checkbox"/> <b>Home Cleaning Service:</b> Click or tap here to enter text. |
| <input type="checkbox"/> Utility Deposit: Click or tap here to enter text.            | <input type="checkbox"/> <b>Minor Home Repair:</b> Click or tap here to enter text.     |
| <input type="checkbox"/> <b>Household Items:</b> Click or tap here to enter text.     | <input type="checkbox"/> Application Fees: Click or tap here to enter text.             |
| <input type="checkbox"/> Personal/State Issued ID's: Click or tap here to enter text. | <input type="checkbox"/> Other: Click or tap here to enter text.                        |

**Total Dollar Amount of Request: Click or tap here to enter text.**

11. Reason for Applicant's Need (Explain in as much detail as possible, the events leading to the need for this request): Click or tap here to enter text.
12. Expected household status after funding is granted: Click or tap here to enter text.
13. Efforts made to access other resources: Click or tap here to enter text.
14. Case Manager's Name: Click or tap here to enter text.
15. Authorized Person's signature, written or electronic: Click or tap here to enter text.

**APPENDIX E**  
**GLOSSARY OF TERMS**  
**KDADS HOUSING AGREEMENT'S**

**ACT Teams:** 'Assertive Community Treatment (ACT) and the Intensive Case Management (ICM), can be the same staff trained to conduct outreach and provide support for clients living on the street, or those individuals that are exiting publicly funded institutions and assist them in finding and moving into apartments/permanent supportive housing, and then continue to provide treatment and recovery support services until the client graduates from the program. The ACT program model serves people with severe psychiatric disabilities and the ICM serves people with more moderate disabilities.' (Pathways Housing First Page 80)

**"At Risk of Homelessness per HUD Emergency Solutions Grant": 576.2 Definitions;**

*At risk of homelessness* means:

(1) An individual or family who: (ADULT DEFINITION)

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and
- (iii) Meets one of the following conditions:
  - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (B) Is living in the home of another because of economic hardship;
  - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
  - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
  - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
  - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;: <https://www.ecfr.gov/current/title-24>; eCFR :: 24 CFR Part 576 -- Emergency Solutions Grants Program



### **Block Grant Eligibility-Mental Health:**

#### **Mental Health:**

**Adults with serious mental illnesses (SMI).** Includes persons age 18 and older who have a diagnosable behavioral, mental, or emotional condition—as defined by the Psychiatric Association’s *Diagnostic and Statistical Manual (DSM) of Mental Disorders*. Their condition substantially interferes with, or limits, one or more major life activities, such as: Basic daily living (for example, eating or dressing)

- Instrumental living (for example, taking prescribed medications or getting around the community)
- Participating in a family, school, or workplace

### **Block Grant Eligibility-Substance Abuse:**

#### **Substance Abuse:**

Center for Substance Abuse Services (CSAT) with SAMHSA, has defined the target population as individuals that are; Pregnant women and women with dependent children, and Intravenous drug users. Individuals that are low-income and are homeless or at risk of homelessness and at risk of admission to an institution or exiting a State Nursing Facility for Mental Health will also be considered part of the targeted population for programming through Community Integration Housing First. Funding for this agreement must include Recovery Support Services that address crisis response, coaching services and referral for individuals without insurance or for whom coverage has been terminated for short periods of time, and substance abuse recovery services that are not covered by Medicaid, Medicare or private insurance.

**Community Mental Health Center (CMHC):** Are charged by statute with providing the community-based public mental health services safety net. In addition to providing the full range of outpatient clinical services, Kansas’s 26 CMHCs provide comprehensive mental health rehabilitation services, such as psychosocial rehabilitation, community psychiatric support and treatment, peer support, case management and attendant care.

**Continuum of Care (COC):** Group responsible for the implementation of the requirements of HUD’s (COC) Program Interim Rule. The COC is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons.

**Coordinated Entry System:** A standardized access, assessment, and referral process for housing and other services across agencies in a community. Other frequently used terms include “centralized or coordinated assessment” HUD programming.

**Crisis Stabilization Bed/Unit:** This continuum of services is to support and stabilize an individual, improve psychological symptoms of distress, and to engage them earlier in the

process of a mental health or a substance use crisis. Designed to increase 24 Hour community options for individuals who hospitalization.

**Crisis Intervention Teams (CIT):** A CIT team develops a select group of patrol officers to become specialists in responding to mental health calls for service and works with community resources to identify appropriate resolutions.

**Evidenced Based Practice (EBP):** EBPs integrate clinical expertise; expert opinion; external scientific evidence; and client, patient, and caregiver perspectives so that providers can offer high-quality services that reflect the interests, values, needs, and choices of the individuals served.

**(HHS) definition of disabled:** Persons who lack the income or insurance to pay for recovery supportive services as defined by HHS, “Individuals with disabilities are defined as persons with a physical or mental impairment which substantially limits one or more major life activities. People who have a history of, or who are regarded as having a physical or mental impairment that substantially limits one or more major life activities, are also covered.”

#### **HUD ESG definition of Homeless: (ADULT DEFINITION)**

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing. : [https://www.ecfr.gov/current/title-24;eCFR :: 24 CFR Part 576 -- Emergency Solutions Grants Program](https://www.ecfr.gov/current/title-24;eCFR::24%20CFR%20Part%20576--Emergency%20Solutions%20Grants%20Program)

**Housing and Urban Development HUD:** is the federal executive division responsible for carrying out government housing and community development programs. HUD works to ensure equal access to housing and community-based employment opportunities; finances new housing, public housing, and housing rehabilitation projects; insures mortgages for single-family homes and multifamily units; and carries out programs that serve the housing needs of low-income and minority families, the elderly, disabled, and mentally ill. HUD housing offices also work to

protect consumers against fraudulent practices by land developers, ensure the safety of manufactured (mobile) homes, and defend home buyers against abusive mortgage-loan practices.

**Integrated IPS Supported Employment EBP:** Is an evidence-based approach to supported employment for people who have a severe mental illness. IPS stands for Individual Placement and Support. IPS supports people in their efforts to achieve steady employment in mainstream competitive jobs, either part-time or full-time.

**Intensive Case Management Teams:** The Intensive Case Management (ICM) and (ACT), teams can be the trained staff that can conduct outreach and provide support for clients living on the street, or those individuals that are exiting publicly funded institutions and assist them in finding and moving into apartments/permanent supportive housing, and then continue to provide treatment and recovery support services until the client graduates from the program. The ACT program model serves people with severe psychiatric disabilities and the ICM serves people with more moderate disabilities.’ (Pathways Housing First Page 80)

**Habitability Standards HUD Minimum Security Standards 24.CFR 576.403 (Permanent Supported Housing Standards:** Structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.

<https://www.gpo.gov/fdsys/pkg/CFR-2013-title24-vol3/pdf/CFR-2013-title24-vol3-sec576-403.pdf> <https://www.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards-Checklists.docx>

**Housing First Evidence Based Practice:** Housing First is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to keep their housing and avoid returning to homelessness.

The principles behind this approach are:

1. Move people into housing directly from streets and shelters without preconditions of treatment acceptance or compliance;
2. The provider is obligated to bring robust support services to the housing. These services are predicated on assertive engagement, not coercion;
3. Continued tenancy is not dependent on participation in services;
4. Units targeted to most disabled and vulnerable homeless members of the community;
5. Embraces harm-reduction approach to addictions rather than mandating abstinence. At the same time, the provider must be prepared to support resident commitment to recovery;
6. Residents must have leases and tenant protections under the law;
7. Can be implemented as either a project-based or scattered site model

**Medical Necessity:** a legal concept which refers to the health care services or products provided by a physician to a patient. It is provided for the purpose of preventing, diagnosing, treating an injury or disease in accordance with generally accepted standards of **medical** practice. CMS Defined

**Nursing Facility for Mental Health (NFMH):** Provide Residential Care and rehabilitation treatment for persons experiencing severe symptoms of mental illness. They provide round-the-clock supervision and care for persons with mental illness needing this level of service.

**Operation Community Integration Program (OCI):** Program targeted with our State Medicaid plan in which two Community Psychiatric Support Treatment (CPST) Codes have been opened up to include a Per Diem Rate to support, Intensive Community Integrative Housing Supports Programming. These two per diem program codes were designed to assist high risk behavioral health consumers with intensive support services necessary to improve independent living skills and reduce symptoms that will interfere with a consumer's ability to sustain safe and stable permanent community housing.

**Peer Support:** Peer support services are an evidence-based behavioral health model of care provided by individuals who have lived experience with Mental illness, Substance Use-Mis-Use, or co-occurring disorders. The core element of this service is the development of a peer-to-peer relationship based on shared lived experience and mutuality between the provider and the individual. Peers share recovery stories and strategies to help overcome challenges to living a full and meaningful life in recovery. Peer support is person centered and supports dignity, self-advocacy, and empowerment.

**Permanent Housing:** Community-based housing without a designated length of stay, and includes both permanent supportive housing and rapid rehousing. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause.

**Promising Practice:** Programs and strategies that have some scientific research or data showing positive outcomes in delaying an untoward outcome, but do not have enough evidence to support generalizable conclusions.

**Serious Emotional Disturbance (SED):** Children and adolescents up to age 18 (or up to age 22 with Waiver exception approval by KDADS) who currently or at any time during the past year have had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified in the current Diagnostic and Statistical Manual and resulted in functional impairment that substantially interferes with or limits the child's role or functioning in family, school, or community activities.

**Serious Mental Illness (SMI):** As defined by SAMHSA: SAMHSA Definition: Serious Mental Illness (SMI) is defined when an individual who is over 18 years of age, has had a diagnosable mental, behavioral or emotional disorder within the past year that causes serious functional impairment in one or more life activities.

**Severe Persistent Mental Illness SPMI:** "Severe and persistent mental illness" is a term that is commonly used to refer to a collection of mental disorders that usually affect people in early adulthood and often have profound effects on family relations, educational attainment, occupational productivity, and social role functioning over the life course.

**SOAR: SSI/SSDI Outreach, Access, and Recovery (SOAR)**: is funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) and is a national program designed to increase access to the disability income benefit programs administered by the Social Security Administration (SSA) for eligible adults who are experiencing or at risk of homelessness and have a serious mental illness, medical impairment, and/or a co-occurring substance use disorder.

**United States Health and Human Services, (HHS)**: The mission of the U.S. Department of Health and Human Services (HHS) is to enhance the health and well-being of all Americans, by providing for effective health and human services and by fostering sound, sustained advances in the sciences underlying medicine, public health, and social services. [U.S. Department of Health and Human Services | USAGov](https://www.hhs.gov/)

STATE OF KANSAS  
 Kansas Department for Aging and  
 Disability Services; and  
 COMCARE OF SEDGWICK COUNTY

**APPENDIX C**  
**BUDGET: SUPPORTED HOUSING FUND**

<b>Budget</b>	
<b>DATE RANGE 1</b>	
Personnel	
Fringe Benefits	
Travel	
Equipment	
Supplies	
Contractual	
Building	
Training	
Other 1 Specify	
Other 2 Specify	
Other 3 Specify	
Indirect Costs	
Match	
<b>Total:</b>	

**Budget**  
**DATE RANGE 2**

Personnel	
Fringe Benefits	
Travel	
Equipment	
Supplies	
Contractual	
Building	
Training	
Other 1 Specify	
Other 2 Specify	
Other 3 Specify	
Indirect Costs	
Match	
<b>Total:</b>	