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Kern County
Agt.# 088-2025

MEMORANDUM OF UNDERSTANDING BETWEEN

(BEHAVIORAL HEALTH AND RECOVERY SERVICES AND KERN COUNTY ANIMAL SERVICES)

PET ASSISTANCE PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on FEB 2 5 2025, by and between Kern Behavioral Health and Recovery Services Department (hereinafter" KernBHRS"), and the Kern County Animal Services Department (hereinafter "KCAS"), both departments of the County of Kern (hereinafter "COUNTY"), a political subdivision of the State of California. Each Department is referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS:

(a) Through the Behavioral Health Bridge Housing (BHBH) Program, the California Department of Health Care Services (DHCS) will provide $15,159,004 in funding to operate bridge housing settings in Kern County to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including a serious mental illness (SMI) and/or substance use disorder (SUD). The program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provides funding through June 30, 2027.

(b) The Pet Services program will encompass a partnership between KernBHRS and KCAS to provide Animal Services. The purpose of the KernBHRS Pet Assistance program is to address the barriers encountered when attempting to house and sustain housing for a homeless individual that owns a pet. Often, prospective clients will refuse to move into transitional or permanent supportive housing if they are unable to bring their dogs and/or cats with them. Additionally, their dogs and/or cats may have cleanliness and veterinary needs that the pet owner is unable to fulfill. KernBHRS plans to partner with KCAS for veterinary and other services to homeless individuals' dogs and/or cats in order to address these barriers and ensure that prospective Bridge Housing recipients are successful in housing.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Term**
This Agreement shall be deemed effective as of the date entered above and shall remain in effect until June 30, 2027 unless sooner terminated as provided for herein.

2. **Departmental Roles**

A. **KCAS:**
(1) Be responsible for the purchase of all necessary supplies including but not limited to: food, pet beds, muzzles, crates, and kennels.
(2) Provide an outreach team to offer basic care needs to bridge housing recipients and their dogs and/or cats.
(3) Coordinate the leasing of two vehicles which will be used by the outreach team to provide services like vaccinations, medications, and neuter/spay services through the term of this MOU.
(4) Coordinate the installation of a shade structure and kennels.
(5) Participate in quarterly meetings or as needed with KernBHRS.

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(6) Establish a point of contact for KernBHRS staff.
(7) Provide KernBHRS with programmatic related data required by the state. Data will include but not limited to flow data, number of people served, etc.
(8) Submit Homeless Management Information System (HMIS) Intakes and Release of Information forms for each individual to KernBHRS. Forms shall be submitted to KernBHRS within two days. Animal Services staff will not need to have access to the HMIS system for data entry. HMIS is an information technology system used to collect client level data on the provision of housing and services.
(9) Submit TRAC reports for staff time and invoices for purchases made. Documentation and any additional data required for reporting purposes shall be submitted to KernBHRS designated contact on a monthly basis, no later than the 15th for the month prior.
(10) Coordinate for agreed upon staff to be stationed at M Street Navigation Center to provide veterinary services during set business.
(11) This process will continue through the term of the grant.

B. **KernBHRS:**

(1) Host meetings quarterly with KCAS or as needed to address budget and program related topics.

(2) Establish a point of contact for KCAS staff who will provide assistance and answer questions for KCAS, as needed.

(3) Receive HMIS Intake Paperwork and Release of Information forms from Animal Services to input into the HMIS system.

(3) This process will continue through the term of the grant.

3. **Compensation**

Draws for the Pet Assistance funding will occur pursuant to regulations and conditions of the Bridge Housing, Behavioral Health (BHBH) Grant. KernBHRS through the BHBH Program funds will reimburse up the max amount to be compensated over the entire term of the agreement. Compensation amount can be referenced in the Funding Schedule in Exhibit B.

4. **Reimbursement and Billing Requirements**

a. KCAS shall submit for review and processing, a monthly Expense Report for payment of allowable expenses. Information shall be sent to KernBHRS by the 15th calendar day following the month in which services were rendered. Each invoice shall be accompanied by any applicable supporting documentation.
b. Payment shall be made to KCAS within thirty (30) days of receipt and approval of each invoice by KernBHRS.
c. This MOU is State Funded and as such:
    1. It is mutually understood by both parties that this MOU may have been written before ascertaining the availability of State/Federal appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the MOU were executed after the determination was made.
    2. This MOU is valid and enforceable only if sufficient funds are made available to KCAS for the fiscal years covered by the term of this MOU. In addition, this MOU is subject to any additional restrictions, limitations, or conditions enacted by the State, which may affect the provisions, terms, or funding of this MOU in any manner.
    3. It is mutually agreed that if sufficient funds are not appropriated for the program, this MOU shall be amended to reflect any reduction in funds.

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4. If funds are not appropriated for this program and MOU, this MOU shall be deemed terminated and shall be of no further force or effect. Upon such termination, KernBHRS will be released from any further financial obligation to KCAS, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. KCAS will provide KernBHRS with notice of any such action.
5. KCAS shall comply with all audit exceptions by appropriate Federal, State, and County audit agencies as prescribed by the auditing agency, and provide all required audit documentation to KernBHRS pertaining to the services required by this MOU.

5. **HIPPA/HITECH Compliance**
   A. KernBHRS and KCAS are Business Associates under the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH ACT"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
   B. KernBHRS and KCAS shall execute a Business Associate Addendum with County to supplement this MOU, which is attached as Exhibit 8, and incorporated herein by reference.

6. **Evaluation**
Services to be provided by the KCAS shall be evaluated by KernBHRS on a continuing basis. Any deficiencies noted during evaluation shall be stated and placed in detailed written form, and a copy submitted to KCAS. KCAS shall respond in writing to the deficiencies statement within twenty (20) days from the date of receipt. A plan to remedy these deficiencies shall be implemented within sixty (60) days from the date of the deficiencies' statement. Failure to remedy the stated deficiencies may result in termination of the MOU by KernBHRS.

7. **Compliance with Law**
The Parties hereto shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

8. **Counterparts**
This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9. **Modifications of MOU**
This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

10. **Nondiscrimination**
Neither KernBHRS, KCAS, nor any officer, agent, employee, servant, or subcontractor of KernBHRS or Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

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11. **Notices**

All notices required or provided for in this MOU shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to KernBHRS shall be addressed as follows:

ATTENTION: Director
Kern Behavioral Health and Recovery Services
2001 28th Street
Bakersfield, CA 93302-1000

Notice to KCAS shall be addressed as follows:

Attn: Nicholas Cullen, Director
Kern County Animal Services
3951 Fruitvale Ave
Bakersfield, CA 93308

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this MOU by leaving such notice with the receptionist, or other person of like capacity employed in the Contractor's office, or the receptionist for KernBHRS.

12. **Signature Authority**

Each party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

13. **Termination**

A. Either Party may at its election, without cause, terminate this MOU by written notice. A Notice of Termination will be deemed effective thirty (30) days after personal delivery, or thirty-five (35) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this MOU should the other party fail to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating the termination.

B. In the event of termination of this MOU for any reason, KernBHRS shall have no further obligation to pay for any services rendered or expenses incurred by KCAS after the effective date of the termination, and KCAS shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

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IN WITNESS WHEREOF, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.

COUNTY OF KERN
Board of Supervisors

By _____
LETICIA PEREZ Chairman

APPROVED AS TO CONTENT:
Kern Behavioral Health and Recovery Services

By Alison Burrowes
Alison Burrowes, LCSW, Director

Kern County Animal Services

By Nicholas Cullen
Nicholas Cullen, Director

APPROVED AS TO FORM:
Office of County Counsel-KernBHRS

By Kyle Holmes
Kyle Holmes, Deputy

Office of County Counsel-KCAS

By Jennifer Feige
Jennifer Feige, Deputy

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MEMORANDUM OF UNDERSTANDING BETWEEN BEHAVIORAL HEALTH AND RECOVERY SERVICES AND KERN COUNTY ANIMAL SERVICES

PET ASSISTANCE PROGRAM

EXHIBIT A – DEFINITIONS

Bridge Housing

For purposes of the BHBH Program, "bridge housing" is defined as short- and mid-term residential programs with a goal to connect individuals to long-term housing stability. The BHBH Program uses a broad definition of "bridge housing" that may include, and may not be limited to, emergency/interim housing, rental assistance, and auxiliary funding in assisted living settings (commonly referred to as "board and care patches"). See Attachment C for more details on bridge housing types. BHBH settings must offer supportive services that address the housing needs of participants. BHBH Programs are low barrier and use harm reduction strategies and Housing First principles. However, when indicated, funding may be used to support recovery residences and sober living environments for individuals with significant substance use disorder needs. Bridge housing must meet the ESG Minimum Habitability Standards and, when possible and as applicable, should also meet CoC Housing Quality Standards (HQS).

Family

"Family" includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child who is temporarily away from the home because of placement in foster care is considered a member of the family. (Source: HUD Continuum of Care Program FAQ)

Homeless Management Information Systems (HMIS)

HMIS collects and organizes information related to local populations of people experiencing homelessness and the ways that programs meet their needs. More specifically, HMIS allows communities and programs to:

- Assess individual needs and services to improve case management and care coordination
- Connect people experiencing homelessness or at risk of homelessness with housing and supportive services

HMIS also helps communities, states, and the federal government to:

- Evaluate how programs can better serve people experiencing or at risk of homelessness
- Inform applications for local, state, and federal funding for homeless services programs
- Inform local, state, and federal policy changes

Housing First

Housing First is defined in WIC Section 8255 (11)(d)(1)-(2)(A) as "the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and do not make housing contingent on participation in services. Housing First includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer-term rental assistance, income assistance, or employment."

Consistent with the national Housing First model and WIC section 8255, abstinence from alcohol or other substances cannot be a requirement or prerequisite for housing funded by the BHBH Program, nor can the use of alcohol or other substances in and of itself be grounds for eviction; services are

informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to optional evidence-based treatment. However, when indicated, funding may be used to support recovery residences and sober living environments for individuals with significant substance use disorder needs.

Housing Navigation
Housing navigation is an integral part of the process of assisting people in identifying housing options, resources, and services. Housing navigators work with individuals to help them find, move in to, and retain affordable housing. They also develop relationships with community partners, other service providers, agencies offering housing subsidies, and property owners and managers. Navigators help individuals eliminate or reduce the impact of personal housing barriers such as criminal records, poor credit, or prior housing judgments due to eviction, as well as transportation needs, application fees, and/or utility payments. Additionally, housing navigators may assist in identification and reporting of instances of housing discrimination. They may link individuals with bridge housing and housing subsidy agencies and assist them in completing application. They may also work with property owners and public housing authorities (PHAs) to facilitate approvals, assisting with documentation, timely inspections, and corrective action requests.

Serious Behavioral Health Condition
The BHBH Program eligibility criteria are adapted from the Specialty Mental Health Services (SMHS) access criteria (BHIN 21-073) and the Drug Medi-Cal Organized Delivery System/Drug Medi-Cal access criteria (BHIN 21-071; BHIN 23-001), including all CARE Program participants. There are no age restrictions on BHBH Program participants. To be eligible for a BHBH Program-funded project, an individual must meet one of the following criteria:

1. The individual has one or more of the following:
    a. Significant impairment, where "impairment" is defined as distress, disability, or dysfunction in social, occupational, or other important activities, including education and family relationships
    b. A reasonable probability of significant deterioration in an important area of life functioning
    c. A need for SMHS, regardless of presence of impairment (for individuals under age 21)

AND

The individual's condition, as defined in a, b, and/or c, is due to either of the following:

    a. A diagnosed mental and/or substance-related or addictive disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems (ICD)
    b. A suspected mental and/or substance-related or addictive disorder that has not yet been diagnosed

OR

2. The individual has at least one of the following:
    a. At least one diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders
    b. At least one suspected diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders

OR

3. The individual is a CARE Program participant, regardless of whether they meet the criteria in paragraph (1) or (2), above.

Short-Term and Mid-Term
For purposes of the BHBH Program, "short-term" is defined as less than 90 days and "mid-term" is a period between 90 days and 2 years, with the possibility of a 1-year extension. Because the BHBH

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Program sunsets on June 30, 2027, its funds cannot be used to support longer-term housing or rental assistance. County BHAs are encouraged to allow flexible lengths of stay in bridge housing settings to ensure housing navigation and placement services can take place and that individuals are exited to permanent housing to the greatest extent possible.

Supportive Services

Supportive services are those services necessary to help program participants obtain and maintain housing, manage symptoms of serious behavioral health conditions, and support recovery and wellness. Examples include peer support, employment assistance, transportation assistance, and group and individual activities that promote a sense of purpose and community participation. Services covered by Medi-Cal cannot be paid for with BHBH Program funding. BHBH funds cannot be used as a match for Medi-Cal services. Counties must leverage Medi-Cal to the greatest extent possible, through use of California Advancing and Innovating Medi-Cal (CalAIM) programs including Enhanced Care Management, as well as the housing-related community supports.

Homeless

For purposes of the BHBH Program, the definition of "homeless" is based on the definition used in the Enhanced Care Management program (ECM Policy Guide, May 2022, page 8), as outlined below.

An individual or family experiencing homelessness is defined as any of the following:

- An individual or family that lacks adequate nighttime residence
- An individual or family with a primary residence that is a public or private place not designed for or ordinarily used for habitation
- An individual or family living in a shelter
- An individual exiting an institution (including incarceration) into homelessness
- An individual or family who will imminently lose housing in next 30 days
- Unaccompanied youth and homeless families and children and youth defined as homeless under other federal statutes
- Individuals fleeing intimate partner violence

Notes on this definition:

This definition is based on the HUD definition of "homeless," with the following modifications:

- If exiting an institution, individuals are considered homeless if they were experiencing homelessness immediately prior to entering that institutional stay, regardless of the length of the institutionalization.
- The time frame for an individual or family that will imminently lose housing has been extended from 14 days (HUD definition) to 30 days.

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MEMORANDUM OF UNDERSTANDING BETWEEN BEHAVIORAL HEALTH AND RECOVERY SERVICES AND KERN COUNTY ANIMAL SERVICES

PET ASSISTANCE PROGRAM

EXHIBIT B – FUNDING SCHEDULE

BUDGET UNIT 4120	FEDERAL/ STATE	TOTAL FUNDING
TOTAL MAXIMUM REIMBURSEMENT	$970,128	$970,128

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END OF MOU]

SEQUENCE: 914559

COUNTY OF KERN

BT:
JV:

FISCAL YEAR: 24-25

BUDGET TRANSFER

TOTAL: $1,940,256.00

DESCRIPTION: BUDGET TRANSFER

TRANS CODE	FUND	FUND NAME	DEPT	DIV	REV/EXP	PY	AMOUNT	DOCUMENT/REF NO
From:								
1902	00141	BEHAVIORAL HLTH & RECVRY SERV	4120		7500		$970,128.00	PROF & SPEC SERVICES
To:								
1901	00141	BEHAVIORAL HLTH & RECVRY SERV	4120		8851		$970,128.00	OPERATING TRANSFERS OUT

EXPLANATION OF PURPOSE AND AUTHORITY THEREFOR:

Requesting a transfer of appropriations in the amount of $970,128.00 from 7500 - Prof & Spec Services to 8851 - Operating Transfers Out to support MOU with Animal Services.

REFERENCE:

CAO COMMENTS:

REVENUE CODES:

APPROVALS:

DEPARTMENT:

CAO ANALYST:

CAO SUPERVISOR:

CAO FINANCE:

CAO CLERK:

CLERK OF THE BOARD: (BOARD APPROVAL DATE:)

AUDITOR:

PREPARED BY: FREDRIC LEUTHARDT DEPT: 4120 DATE: 01/16/2025 PROCESSED DATE:

SEQUENCE: 916000

COUNTY OF KERN

BT:
JV:

FISCAL YEAR: 24-25
BUDGET TRANSFER

TOTAL: $1,940,256.00
DESCRIPTION: BUDGET TRANSFER

TRANS CODE	FUND	FUND NAME	DEPT	DIV	REV/EXP	PY	AMOUNT	DOCUMENT/REF NO
From:								
3401	00001	GENERAL	2760		5497		$970,128.00	OFS/OPERATING TRANSFER IN
To:								
1901	00001	GENERAL	2760		6200		$380,000.00	SALARIES & WAGES - EXTRA HELP
1901	00001	GENERAL	2760		7700		$546,128.00	SPECIAL DEPARTMENTAL EXPENSE
1901	00001	GENERAL	2760		7745		$44,000.00	TT/COUNTY GARAGE

EXPLANATION OF PURPOSE AND AUTHORITY THEREFOR:

Recognize unanticipated revenue from KernBHRS to provide pet assistance services for Behavioral Health Bridge Housing Program Eligible Clients

REFERENCE:

CAO COMMENTS:

REVENUE CODES:

APPROVALS:

DEPARTMENT:
CAO ANALYST:
CAO SUPERVISOR:
CAO FINANCE:
CAO CLERK:
CLERK OF THE BOARD: (BOARD APPROVAL DATE:)
AUDITOR:

PREPARED BY: DIANE LIZALDE DEPT: 2760 DATE: 01/30/2025 PROCESSED DATE: