



May 21, 2024

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED RETROACTIVE APPROVAL OF NON-STANDARD TERMS AND CONDITIONS WITH POSITIVE PROMOTIONS FOR THE PURCHASE OF CULTURALLY RELEVANT EDUCATIONAL ITEMS FOR THE BLACK INFANT HEALTH PROGRAM
(Fiscal Impact: \$919; General; Budgeted; Discretionary)

The purpose of this letter is to request your Board's approval of the non-standard terms and conditions with Positive Promotions for the purchase of culturally relevant educational items for the Black Infant Health (BIH) program in an amount not to exceed \$919. This request is retroactive to February 6, 2024 because the purchase was made prior to review of the terms and conditions.

The Department's BIH program provides case management services for African American women to decrease poor birth outcomes. Given that African American women are three to four times more likely to die from pregnancy complications when compared to Caucasian women, providing educational materials for expectant mothers is crucial in decreasing this inequity. These educational materials will include books and other helpful items for pregnant and breastfeeding women. The program also struggles with patient recruitment. Thus, this request also includes program promotional incentives, including, but not limited to stress balls, pens, magnets, and keychains. This request is to purchase those items, in an amount not to exceed \$919.

The terms and conditions have been reviewed by County Counsel and cannot be approved as to form. Specifically, the sections concerning unilateral indemnification, limitation of liability and disclaimer of warranty, and choice of law and venue have been deemed non-standard. County Counsel has advised that while these terms are non-standard, the risk to the County is low and this item can remain on consent.

Therefore, IT IS RECOMMENDED your Board retroactively approve the non-standard terms and conditions with Positive Promotions for the purchase of culturally relevant educational items for the Black Infant Health program in an amount not to exceed \$919.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Brynn Carrigan".
Brynn Carrigan

Director of Public Health Services

BNC:cd

Attachment

C: County Administrative Office

Grounded in Health

1800 Mt. Vernon Ave., Bakersfield, CA. 93306 | 661.321.3000 | www.kernpublichealth.com



Search Positive Promotions

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