KERN COUNTY / Public Health

Brynn Carrigan - DIRECTOR
Kristopher Lyon, MD - HEALTH OFFICER

November 10, 2026

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

**PROPOSED GRANT AGREEMENT WITH KAISER FOUNDATION HOSPITALS NON-STANDARD TERMS AND CONDITIONS TO SUPPORT MATERNAL HEALTH INITIATIVES THROUGHOUT KERN COUNTY**
**Fiscal Impact: ($95,000 Revenue; Grant; Not Budgeted; Discretionary)**

This letter requests your Board's approval of a proposed $95,000 Grant Agreement with Kaiser Foundation Hospitals, containing non-standard terms and conditions, to support maternal health initiatives throughout Kern County from December 1, 2026 through November 30, 2027.

Under the proposed Grant Agreement, the County will partner with Kaiser Foundation Hospitals to conduct maternal health support groups, offer educational workshops, convene focus groups to collect community feedback and data, and implement strategies designed to improve maternal health outcomes. These activities will benefit birthing women and community-based birth workers throughout Kern County.

County Counsel has reviewed the proposed Grant Agreement but cannot approve it as to form because it includes a non-standard provision requiring the prevailing party to recover attorney fees. County Counsel has advised that the risk associated with accepting this provision is nominal and that the item may be submitted on the consent agenda.

Therefore, IT IS RECOMMENDED that your Board approve the proposed $95,000 Grant Agreement with Kaiser Foundation Hospitals, containing non-standard terms and conditions, to support maternal health initiatives throughout Kern County from December 1, 2026 through November 30, 2027, and authorize the Director to sign.

Respectfully submitted,

Brynn Carrigan
Director of Public Health Services

BNC:mm
Attachment
cc: County Administrative Office

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# UNCONDITIONAL GRANT AGREEMENT

**Kaiser Foundation Hospitals** (Grantor) makes this grant to **County of Kern dba Kern County Public Health Services** (Grantee) for the purpose and with the terms outlined below.

The following terms listed below, and all exhibits, appendices, and other attachments hereto form "the Agreement."

| | |
|---|---|
| **Grant Title:** | Kern County Public Health – Maternal Care |
| **Grant Number:** | 196510 |
| **Grant Purpose:** | Kern County Public Health is seeking funds to support maternal health by supporting our strategic initiatives aimed at improving maternal health outcomes. These activities include support groups, educational workshops and focus groups to help us gather data and implement strategies using feedback. The project will benefit birthing people and/or community-based birth workers throughout all of Kern County. |
| **Grant Objectives:** | Grantee agrees to make reasonable progress towards achieving the objective(s) as stated in the grant application. Reasonable progress will be determined in exercise of Grantor's sole discretion |
| **Grant Period:** | Start Date: 12/1/2026<br>End Date: 11/30/2027<br>Term: 12 months |
| **Grant Amount:** | $95,000.00 |
| **Project Contact Person:** | Maggie Vasquez, Public Health Program Manager<br>vasquezma@kerncounty.com<br>661-868-0154 |
| **Grantee Mailing Address:** | 1800 Mt. Vernon Ave<br>Bakersfield, California 93306 |
| **Kaiser Permanente Grant Lead:** | Janae Oliver<br>Janae.Asali.Oliver@kp.org |
| **Special Conditions** | This is an unconditional Grant subject to the terms below. |
| **Payment Schedule** | Payment dates are approximate. Initial payment is based on execution of the grant agreement; any subsequent payment dates are estimated. If multiple payments are indicated, the payments will be dispersed after receipt and review of the corresponding reports. |

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| | Payment Amount: $95,000.00 | Due upon execution of the grant agreement |
| **Reporting Schedule** | **Submission Portal: Kaiser Grants Management System**<br>Final Narrative and Expenditure Report Due: 12/31/2027 | |

## I. GRANT TERMS

**A. Use of Grant Funds.** Grantee will use the grant funds for the intended purpose. Grant funds may not be expended, loaned, pledged, or transferred for reasons other than carrying out the Project without Grantor's prior written approval. Grantee may not expend any grant funds for any purpose that is not charitable, for any political or impermissible lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code.

**B. Grant Expenditures.** Grantee agrees that the grant fund expenditures will be allocated as specifically itemized in the budget submitted in your grant application. Grantee will seek prior written approval from Grantor for any budget re-allocations exceeding 10% of the total grant amount.

**Reporting Guidelines.** The results of the grant are important and will help shape the future of Kaiser Permanente's grantmaking. The Grantee is responsible for submitting required reporting using Kaiser Permanente's online grants management system and if applicable Kaiser Permanente's identified collection tool for data metrics, in accordance with the reporting schedule above. An email notification will be sent to the submitter identified on the grant application 30 days prior to the report due date. To ensure the submitter's contact information is up to date, please notify the Kaiser Permanente Grant Lead with any changes. Any questions or concerns regarding specific reporting requirements should be discussed and resolved in consultation with the Kaiser Permanente Grant Lead. Please note, if the grant requires working with an external evaluator or if the grantee is requested to participate in interviews or focus groups, the grantee will be notified of their requested participation in any evaluation activities in advance of the activity. If multiple payments are indicated, the payments will be dispersed upon receipt and approval of the corresponding reports.

**C. Public Access.** If requested, Grantee will provide Grantor copies of any results, reports, publications, data, and other materials created or developed through the Project, unless such information is propriety or contains information deemed sensitive by the Grantee. If any third-party reports, articles, or other publications regarding the

Project funded by this grant are available to the public, Grantee will assist Grantor in obtaining copies if needed.

D. **Non-discrimination.** Grantee agrees that, in carrying out the objectives supported by this grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, based on race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

E. **Nonprofit Status.** Grantee affirms that it is currently in good standing, and shall remain during the period funded, a nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a local, state, or federal government agency eligible to receive charitable contributions as described in the grant proposal submitted. Grantee will notify Grantor immediately of any changes in its tax status during the grant term.

F. **Change in Grantee Operations.** Grantee will advise Grantor within thirty (30) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in Grantee's status. In the event of any of these occurrences the agreement will be terminated:
   1. Grantee no longer retains the services of personnel adequate to enable Grantee to continue to perform its obligations under this Agreement.
   2. Grantee's inability to expend grant funds in accordance with the terms of the grant Agreement, or;
   3. Any development that significantly and adversely affects the operation of the Project or Grantee, including, without limitation, changes to Project scope of grant or timeline.
   4. Any changes to Grantee’s financial status that adversely affects the operation of the Project or Grantee.

G. **Conflict of Interest.** Grantee shall, in connection with the grant application submission, have disclosed to Grantor a comprehensive list of Grantee’s Directors, Officers, and individuals on its governing body and an assessment of their affiliations, if any, to Kaiser Permanente or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Grantee will disclose any changes to the list of Directors, Officers, or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement to ensure compliance with policy.

H. **Future Funding.** Grantee acknowledges that Grantor and its representatives have made no actual or implied promise of future funding except for the amounts specified by this Agreement.

## II. PUBLICITY/PROMOTION

**A. Grantee Communications with Media/Use of Logo.** Grantor requires review and comment on all press releases that are directly related to the grant, as applicable. Grantor requests prior approval before the use of its logo in any communications. If Grantee plans to issue a press release related to this Grant, Grantee will contact Grantor at least 15 days before the desired announcement date. Grantor must be addressed as “Kaiser Permanente” in all communications. Grantor acknowledges that Grantee, if a 501(c)(3) organization is subject to certain limitations regarding public acknowledgment and agrees that any such decisions regarding visibility and donor recognition will be subject to any such limitations.

**B. Communications with Media and Published Materials.** Grantor may periodically publicize Project progress and/or results through public communications (including press releases), reports, websites, and other materials. Grantee agrees that Grantor may use the logo of the organization in such publications.

## III. GRANT TERMINATION: RIGHT TO MODIFY

**A.** Grantor may terminate this grant for convenience upon 30 days’ written notice. Grantor or Grantee may terminate this grant immediately for the reasons specified in this Agreement or in willful misconduct or negligence.

## IV. INDEMNIFICATION

**A.** To the extent consistent with applicable law, each Party agrees to defend, indemnify, and hold the other Party and its officers, employees, directors, owners, and authorized agents harmless from and against all third-party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying Party, its officers, employees, directors, owners, or authorized agents.

## V. COMPLIANCE

Grantee agrees to comply with all applicable laws in the use of the grant funds and Grantee’s development and operation of the Project. Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, Kaiser Permanente and its affiliates are subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a “FAR”) at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities at FAR 52.222-36, and

(d) Utilization of Small Business Concerns at FAR 52.219¬8. To the extent any of the foregoing federal statutes become applicable to Grantee, Kaiser Permanente will advise Grantee.

## VI. MISCELLANEOUS

In the event that any suit or action is instituted concerning the Agreement, the substantially prevailing Party shall recover all costs, including, without limitation, the court costs and reasonable attorney's fees incurred in each such action, suit, or proceeding, including all appeals or petitions therefrom. Grantee may not assign any right, duty, or obligation under this Agreement without prior written approval from Kaiser Permanente. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire Agreement of the Parties with respect to the subject matter herein, and supersedes all other agreements, promises, negotiations, or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each Party. Regarding administration of this grant, the parties understand and agree that each is always acting and performing as an independent contractor. Except as expressly set forth in this Agreement, neither Party, nor any of its employees, shall be construed to be the agent, employee, or representative of the other for any purpose, or liable for any acts or omissions of the other.

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**SIGNATURE PAGE, Grant #196510**

1. **Grantee Signature.** By signing this Agreement, the Grantee signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the Grantee thereto, and that the Grantee hereby accepts and agrees to perform all the terms of this Agreement.

***Grantee Organization Signatory***

Name: Brynn Carrigan

Title: Director

Organization: County of Kern dba Kern County Public Health Services

Signature:

Date Signed:

2. **Kaiser Permanente Signature.** By signing this Agreement, KP signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind KP thereto, and that KP hereby accepts and agrees to perform all the terms of this Agreement.

***Kaiser Foundation Hospital/Health Plan Signatory***

Name: Sandra E. Silva

Title: Senior Director, Community Health

Organization: Kaiser Foundation Hospitals

Signature:

Date Signed: