

THE
KRESGE
FOUNDATION

September 27, 2018

Mr. Jeff Ketchel
Administrator
Snohomish Health District
3020 Rucker Ave, Ste 300
Everett, WA 98201
Everett, WA 98201

Dear Mr. Ketchel:

Congratulations! We are delighted to confirm that The Kresge Foundation has approved a grant to your organization, and we are thrilled to partner with you on the Cross-Jurisdictional Sharing Catalyst project.

Phyllis D. Meadows, Senior Fellow, Health, is your primary Kresge contact. You can reach Phyllis at PDMeadows@kresge.org.

For questions about the management of your grant—including our payment and reporting processes—you may also contact our Program Operations and Information Management Department at programoperations@kresge.org.

This grant has been assigned grant number R-1808-275480. Please use this number when corresponding with us about the grant.

This document is intended both to orient you to The Kresge Foundation and to serve as a legal Grant Agreement. It explains what we expect from your organization, what you can expect from Kresge, and other ways that we may be of assistance.

This document includes more information about:

- Connection to Kresge's Mission;
- Grant Terms;
- Schedule for Payment and Reporting;
- Guidelines for Reporting;
- Communications and Intellectual Property;
- Grant Conditions and Requirements; and
- Grant Acceptance.

Please review this agreement and let us know if you have any questions or concerns. To ensure prompt payment, we ask that you countersign this Grant Agreement through DocuSign within 30 days of receipt.

Connection to Kresge's Mission

The Kresge Foundation works to expand opportunities in America's cities through grantmaking and social investing in arts and culture, education, environment, health, human services, and community development in Detroit.

This grant has been awarded in furtherance of Kresge's Health Program, which seeks to help communities overcome the environmental and social disadvantages that contribute to poor health so that everyone has the chance to enjoy productive, self-determined lives. Within that Program, this grant supports our Community-Driven Solutions focus area. To learn more about Kresge's work in this area, please visit: <http://kresge.org/programs/health>.

Grant Terms

This grant, in the amount of \$125,000.00, is in support of the Cross-Jurisdictional Sharing Catalyst project.

The grant period begins October 1, 2018, and ends November 30, 2019, and use of Kresge grant dollars is restricted to this time period. Any unexpended grant funds must be returned to Kresge within 30 days after the end of the grant period.

Schedule for Payment and Reporting

Assuming your organization fulfills the Grant Conditions and Requirements outlined below, Kresge will make grant payment(s) as follows:

Scheduled Date	Amount
11/30/2018	\$125,000.00

We require the following grant report(s) to be submitted through Kresge's Grantee Portal (<https://kresge.fluxx.io/>):

Report Type	Due Date
Interim Report	March 29, 2019
Final Report	January 31, 2020

Guidelines for Reporting

The Kresge Foundation is committed to strategic learning and knowledge-sharing that builds on the insights, experiences and reflections of our partners and advances our mission. As part of that commitment, we look forward to hearing about the progress of your work under this grant and learning with you as it unfolds. We are eager to hear how you are progressing with the work, where you are succeeding, where you are running into challenges, what you are learning, and how we can be thoughtful, responsive partners.

Each grant report must include a narrative update and a copy of your organization's financial statements that include the reporting period and show how the funds were spent. We welcome any supplemental information you'd like to share and can accommodate information in various file formats (e.g., .pdf, .xlsx, .docx).

- Your narrative update should summarize your progress toward achieving the goals of the project, including major activities, project results, successes, and challenges.
- 1. What new leadership skills have you and your team acquired, that have been central to advancing your transformation concept?
 2. To what degree or extent has your local health department been positioned to assume a new role in your community? What remains to be done?
- Your financial update should describe expenditures against the total project budget of \$125,000.00, which was submitted on August 21, 2018.

In addition, you are required to notify your primary Kresge contact within 30 days of any significant changes in your organization's structure, purpose, leadership, financial situation, or other circumstance that could affect the terms of the grant or jeopardize your ability to successfully meet the grant objectives.

Communications and Intellectual Property

The Kresge Foundation is proud to have you as a partner, and we encourage you to promote this grant and the work it will advance.

We have a variety of resources that may be useful as you promote your grant. Our Communications Resources page on our website (<http://kresge.org/communication-resources>) includes links to the Kresge boilerplate, overview materials, logos for download, and other information.

If you plan communication activities about your grant that will mention Kresge, please let us know in advance

by contacting your Program Officer and media@kresge.org. We may be able to provide a quote from a Kresge staff member, help anticipate related inquiries, supplement your announcement, etc.

Please also let us know when we may help you spread your news through our newsletter and/or through our social media channels. We are particularly interested in photos and stories about the ways in which your work is making a difference. You can reach us on Facebook (www.facebook.com/thekresgefoundation) or Twitter (<https://twitter.com/kresgefdn>), or by emailing media@kresge.org.

The Kresge Foundation is committed to providing public access to any materials generated with Kresge support. Unless otherwise noted in the proposal for this grant, we expect that your organization will own the resulting intellectual property and will not take any actions that limit free public access to those materials. If applicable, your organization hereby grants Kresge a license to exercise all copyrights with respect to all work products created and data generated under this grant in all media now known and later developed. This license is non-exclusive, royalty-free, paid up, worldwide, perpetual, irrevocable, sublicensable, and transferable.

Grant Conditions and Requirements

The Kresge Foundation will make payments on this grant—as outlined in the previous Reporting and Payment Schedule—upon our receipt and approval of your signed acceptance of this Grant Agreement and any required reports, provided your organization has maintained its U.S. Internal Revenue Service (IRS) tax status as a public charity or governmental agency.

We reserve the right to cancel, modify, or withhold any payments that might otherwise be due under the grant, to require a refund of any unexpended funds, or both, if in our judgment any of the following occur: grant funds have been used for purposes other than those specified by this Grant Agreement, such action is necessary to comply with the requirements of any law or regulation affecting your organization's or our responsibilities under this grant or to avoid the imposition of penalties or excise taxes, or your organization's performance under this grant has been unsatisfactory.

You are required to maintain financial records and supporting documentation for expenditures and receipts related to this grant for five years after the grant end date. You also are required to permit us to have reasonable access to your files, records, and personnel during the term of this grant and for five years thereafter.

Under U.S. law, Kresge grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes within the meaning of the Internal Revenue Code of 1986, as amended ("IRS Code"). This grant is to be expended solely in support of the objectives detailed in your proposal for this grant, as amended or amplified during the review process. Foundation grant funds may not be used to carry on propaganda or any voter registration drive, or otherwise attempt to influence any legislation or election, within the meaning of the IRS Code.

By accepting this grant, you certify that, to the best of your knowledge, your organization, members of your governing body, your staff, and any consultants or contractors for your organization do not advocate, plan, sponsor, commit, threaten to commit, or support terrorism. By your acceptance of this grant, you agree to provide us with information required for us to comply with Executive Order 13224, the USA Patriot Act, and other applicable laws, administrative rules, and executive orders. By accepting this grant, you further agree that all funds, including sub-awards to sub-recipients, will be used in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules, and executive orders. You also agree to take reasonable steps to ensure that no person or entity expected to receive funds in connection with this grant is designated on (a) the Annex to Executive Order No. 13224, as amended or supplemented from time to time, or (b) the Lists of Specially Designated Nationals or Blocked Persons maintained by the Office of Foreign Assets Controls of the U.S. Department of the Treasury. Finally, you certify that you will not provide material support or resources to an individual or entity that you know, or have reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, or that has been so designated, and will immediately cease such support if an entity is so designated after the date of this Grant Agreement.

Grant Acceptance

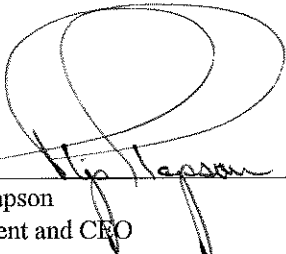
By signing and returning a copy of this Grant Agreement, you are agreeing to the grant conditions as stated in this Grant Agreement and confirming that the project dates and referenced budget are correct. You also confirm that the project funded by this grant is under your complete control. You also confirm that your organization has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of Kresge, and, further, that there does not exist an agreement, written or oral, under which we have caused or may cause the selection of a secondary grantee or consultant. This letter contains the entire agreement between your organization and The Kresge Foundation, and there are no terms or conditions, oral or written, governing the use of the grant funds other than those contained in this letter. We may withdraw this grant if we do not receive your acceptance within 30 days of the date of this Grant Agreement.

Please countersign this Grant Agreement online through DocuSign. In countersigning this Grant Agreement, you represent to us that you have the authority to sign this Grant Agreement on your organization's behalf.

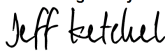
We look forward to working in partnership with you during the life of your grant and wish you much success in your work.

For The Kresge Foundation

For Snohomish Health District



Rip Rapson
President and CEO

DocuSigned by:

Jeff Ketchel
Administrator