

September 28, 2007

Ms. Srijia Srinivasan
Director of Health Policy, Planning & Promotion
San Mateo County Health Department
225 37th Avenue
San Mateo, CA 94403

Ref. #: 20600946

Dear Ms. Srinivasan,

We are pleased to inform you that Kaiser Permanente Northern California Region has approved a Healthy Eating Active Living Local Partnership Grant in the amount of \$150,000.00 to support the work as presented in your grant proposal for the period of October 1, 2007 to September 30, 2009. As you can see from the enclosed summary, a total of 13 communities were awarded HEAL Local Partnership funding in 2007 representing a broad spectrum of community driven healthy eating and active living efforts from implementing wellness policies in schools, to building youth leadership capacity, to shaping the physical environments of communities to enable better access to healthy foods and physical activity. We appreciate the significant contribution you make to improving the communities we both serve and look forward to partnering with you.

This letter and its attachments set forth the terms, conditions, and reporting requirements of this grant. Please read all the terms and conditions carefully and note the following requirements and conditions specific to your HEAL Local Partnership Grant:

- Please review, sign, and fax the attached grant agreement to Kathryn Boyle at 510-625-6398 as soon as possible. A check for the first installment of the awarded funds will be made upon receipt of the signed grant agreement. The remainder will be paid at the mid-point (October 2008) of the grant term. Mid-point funds will be released if satisfactory progress toward the completion of the objectives is made in the first year.

- The following table represents the grant deliverables and deadlines:

Report	Deadline	Format
Evaluation and Technical Assistance Plans	February 29, 2008	Written Evaluation Plan and Technical Assistance Plan
Progress Report #1	March 31, 2008	Informal conversation or site visit to discuss program activities and progress.
Progress Report #2	October 1, 2008	Written narrative report, and an expenditure report according to a template to be provided by Kaiser Permanente no later than July 1, 2008
Progress Report #3	March 31, 2009	Informal conversation or site visit to discuss program, evaluation, and technical assistance activities and progress.
Final Report	November 30, 2009	Written narrative report and expenditure report according to a template to be provided by Kaiser Permanente no later than July 1, 2009

- You will be required to develop and implement an evaluation that documents program activities and provides evidence of outcomes to deepen our understanding of the challenges and best practices for increasing access to healthy food and regular physical activity. Kaiser Permanente is providing the services of an evaluation specialist, Lyn Paleo, DrPH to assist you and other grantees via phone, e-mail, and in-person meetings to formulate an evaluation plan for approval by your organization, and to provide limited on-going support as you conduct evaluation activities. Dr. Paleo is also developing a limited number of evaluation activities which will be used across all the HEAL Local Partnership Grant sites, which you will be asked to incorporate into your evaluation. As part of the evaluation planning process, your organization will decide how best to use the minimum allocation of 5% of your grant budget for evaluation.
- You will be required to develop and implement a detailed technical assistance plan that draws on existing resources to maximize the effectiveness of the intervention strategies and to increase capacity of the organizations and communities undertaking the work. Kaiser Permanente has engaged the services of a technical assistance team at the UC Berkeley Center for Weight and Health to assist you and other grantees via phone, e-mail, and in-person meetings to develop your technical assistance plan and provide on-going support for implementation of the plan once it is finalized by your organization. As part of the technical assistance planning process, your organization will decide how best to use the minimum allocation of 5% of your grant budget for technical assistance.
- Kaiser Permanente's evaluation and technical assistance specialists, Dr. Paleo and the team from the UC Berkeley Center for Weight and Health will make every effort to coordinate their services to maximize their effectiveness and to ensure the most efficient use of your time and resources. You will be contacted in the near future to set up a time to meet with them.
- We ask that you please send copies of any relevant project literature, news releases or media coverage throughout the project period to your local Kaiser Permanente

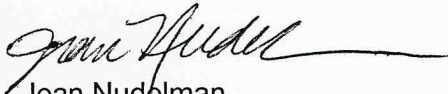
Community Benefit Manager. Please include Kaiser Permanente's name in any written materials, written publicity, promotion or reporting of your project. Specific guidelines for appropriate acknowledgement of Kaiser Permanente funding and use of the Kaiser Permanente logo are under development and will be forwarded to you when they are complete.

- Your Local Kaiser Permanente Community Benefit Manager is:

Steve Wahl
395 Hickey Blvd
Daly City, CA 94015
650-301-4551
stephan.wahl@kp.org

Congratulations! Together we can significantly improve the health of communities by addressing environmental, policy and organizational practice factors that will improve access to healthy foods, support physical activity and encourage healthy lifestyle choices. Please do not hesitate to contact Kathryn Boyle at 510-625-6378 and by e-mail at kathryn.f.boyle@kp.org.

Sincerely,



Jean Nudelman
Director
Community Benefit Programs
Northern California Region

cc: Kathryn Boyle
Steve Wahl



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In addition to the specific terms and conditions of the grant award letter to which these General Grant Terms, Conditions and Understandings are attached, Kaiser Permanente is awarding this grant to you as the Grantee contingent upon the following:

Tax-Exempt Status:

You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 as amended (the "Code"):

- Your tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you provided to Kaiser Permanente, and
- There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.

Expenditure of Funds:

This grant must be used for the project identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without Kaiser Permanente's prior written approval. If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to Kaiser Permanente. You may not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from Kaiser Permanente.

Records and Reports:

You are required to keep a record of all receipts and expenditures relating to this grant and to provide Kaiser Permanente with written reports summarizing the progress you have made as detailed on the attached reporting requirements outline. Kaiser Permanente may also require additional interim reports. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. You also agree to provide any other information reasonably requested by Kaiser Permanente. If your organization obtains any audited financial statements covering any part of the period of this grant, please provide a copy to Kaiser Permanente as well. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to Kaiser Permanente, for at least four years following the year in which all grant funds are fully expended.

Required Notification:

You are required to provide Kaiser Permanente with immediate written notification of: (1) any changes in your organization's tax-exempt status; (2) your inability to expend the grant for the purposes described in the grant award letter; or (3) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Reasonable Access for Evaluation:

You are expected to actively participate in the evaluation of the Kaiser Permanente's Community Benefit Program and the value of your project within that program.. You will permit Kaiser Permanente and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as Kaiser Permanente deems necessary or appropriate concerning this grant award.

Publicity:

The grantee will allow Kaiser Permanente to review and approve the text of any proposed publicity concerning this grant prior to its release. Kaiser Permanente may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in Kaiser Permanente's periodic public reports, newsletters, and news releases.

Right to Modify or Revoke:

Kaiser Permanente reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in Kaiser Permanente's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of Kaiser Permanente; or (3) to comply with the requirements of any law or regulation applicable to you, of Kaiser Permanente or this grant.

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

Organization Name

Executive Director (typed/printed)

Executive Director (signature)/Date