



# Targeted Grant Program

## Letter of Intent Requirements

### The Grant

Plumas County Public Health Agency (PCPHA), as part of the 20,000 Lives Initiative, is pleased to request Letters of Intent (LOI) for community health improvement activities through the Targeted Grant Program. This funding opportunity is available to organizations serving Plumas County, and will support programs that further the goals of the Community Health Improvement Plan (CHIP). Please consult this document, and the priority areas it describes, when preparing your LOI. The CHIP can be found on the PCPHA website here: <http://www.countyofplumas.com/index.aspx?NID=2074>.

20,000 Lives welcomes creative and innovative proposals for improving health and well-being in Plumas County that address the social determinants of health. Examples of types of projects considered for funding (proposed projects are not limited to these examples):

- Increasing access to and quality of health services, including Medi-Cal outreach, enrollment, retention and utilization activities
- Improving accessibility to high-quality, healthy food particularly for low income populations
- Increasing physical activity among youth, families, and/or the elderly
- Improving management of chronic diseases in high-risk populations
- Improving workforce development, educational attainment, or job skills
- Providing food or housing/shelter services for low-income or homeless populations
- Implementing trauma-informed school and community based behavioral interventions and prevention models for youth
- Connecting eligible populations to available local, state and federal resources
- Leveraging community resources to further the reach of community health improvement activities

Examples of approaches that could be used to implement projects (proposed approaches are not limited to these examples):

- Coalition building
- Advocacy, policy and environmental approaches
- Accessibility
- Place-based outreach and services to targeted populations
- Education of individuals, providers and the general public

## **The Letter of Intent**

Submission of the LOI for the 20,000 Lives Targeted Grant Program is required as the first step in the selection process. Review of LOIs will involve the use of a standard scoring tool for assessing alignment with CHIP priority areas, size and/or degree of need of target population(s), use of innovation and evidenced based practices, and the degree to which projects will reasonably result in measurable outcomes for their target population commensurate with the amount of funding requested.

LOIs are expected to be succinct, and should provide a detailed snapshot of your proposed project. Opportunity to expound on project details will be provided in the formal applications due August 15, 2014. Applications are accepted by invitation only, and invitations will only be extended to projects that scored favorably during the LOI review process.

LOIs should include the following information:

- The name of your organization, if applicable
- The objective of your proposed project
- The history of your organization (or individual work), description of capacity, partnerships and ability to successfully implement the proposed project
- How your project relates to one or more CHIP priority areas
- Target population(s)
- What is needed to implement your project
- The amount of funds requested and how you will use grant funds
- Expected project outcomes

Formatting of the LOI should include:

- Letterhead, if applicable
- A Microsoft Word document or PDF format (for electronic submissions)
- Numbered pages
- **A document not exceeding 5 pages in length**

## **Funding Guidelines**

The Targeted Grant Program is designed to support projects in an amount not to exceed \$20,000. Applicants are encouraged to use best practices, innovations, and knowledge of both their community and selected target population(s) in their proposed projects. Award amounts are expected to range between \$5,000 to \$20,000, depending on the size of the grantee's target population, the range of activities to be conducted, and the projected impact of outcomes relative to cost. Awards may be made for projects of up to one year (September 1, 2014 through August 30, 2015). Indirect administrative and/or overhead expenses shall equal no more than 10% of the total grant expenditures. Initial start-up funds will be dispersed following the execution of a grant agreement with Plumas County Public Health Agency. Future grant disbursements will occur quarterly following the successful submission of quarterly progress reports. The wide range in funding allocation amounts is designed to encourage a variety of applications from small, community-based efforts to larger organizations. Grantees will be required to submit a final report at the end of the grant period, as well as a financial report.

## Key Dates

June 23, 2014	Request for LOIs released
July 8, 2014	Questions regarding LOI due to Zach Revene ( <a href="mailto:zachrevene@countyofplumas.com">zachrevene@countyofplumas.com</a> )
July 10, 2014	Answers to Questions posted to <a href="http://www.plumascounty.us/index.aspx?nid=2335">http://www.plumascounty.us/index.aspx?nid=2335</a>
July 15, 2014	LOI due by Close of Business (5 PM)
August 1, 2014	LOI applicants meeting minimum scoring criteria invited to submit applications.
August 15, 2014	Applications due by Close of Business (5 PM)
August 20-22, 2014	Interviews with application finalists
August 26, 2014	Award Announcements
September 1, 2014	Projects Begin, pending Contract Execution

## General Policies

1. The County assumes no obligation for any of the costs associated with LOI or Application development, preparation and submission.
2. This LOI Requirements document and subsequent Request for Applications is in no way an agreement, obligation, or contract.
3. Proposals will become public information and the property of the County upon submission.
4. All interested and qualified Applicants are invited to submit a LOI for consideration. Submission of a LOI indicates that the Applicant has read and understands this entire LOI Requirements document and agrees that all requirements have been satisfied.
5. The County reserves the right to invite Applications based solely on the LOI review process. Therefore, it is important that the LOIs be submitted on the most favorable terms in regard to activities, outcomes, and cost.
6. In an effort to reach a decision concerning the most qualified applicants, Plumas County and Plumas County Public Health Agency reserve the right to evaluate all factors it deems appropriate, whether or not such factors have been stated in the LOI Requirements of the Request for Applications.
7. Applicants awarded Contracts shall be required to comply with Pro-Children Act of 1194; American with Disabilities Act; Health and Safety codes; Environmental Regulations; Debarment, Suspension, and Other Responsibility Matters (45 CFR Section 76); Request for Proposal RFP-SMAA-2014; and the terms *and conditions of the County of Plumas Standard Contract*.
8. The County's Standard Contract, attached as Attachment "A", contains specific provisions relating to nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and

insurance, assignment, HIPAA and resolution of disputes. By submitting a proposal, the applicant agrees to be bound by all terms and conditions of the County's Standard Contract.

9. The County reserves the sole right to interpret or change any provision of the RFA at any time prior to the Application submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFA.

An LOI or Application may be **immediately** rejected/disqualified for any of the following reasons:

1. The LOI or Application is not received at the time and place specified;
2. The LOI or Application does not adhere to the format and guidelines set forth in this document or the Request for Applications document;
3. There is evidence which indicates that the applicant, applicant's staff and/or Contractors have in any way attempted to influence the confidential nature of the review through Appeal.

Should an applicant not accept the results of the LOI review, the following appeal process may be exercised. The prospective contractor must file a Notice of Intent to Appeal with Plumas County Public Health Agency. The Notice of Intent to Appeal must be received at the address stated below no later than five (5) calendar days after the Notice of Invitation to Apply has been posted on the 20,000 Lives web page.

Mimi Hall, Director  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971

The Notice of Intent to Appeal must include a full and complete written statement specifying the grounds for the appeal. Certified or registered mail must be used.

The notice shall be forwarded, through the appropriate administrative channels, to the Director of Public Health, or designee. The Director or designee shall receive copies of the letter of intent, the group scoring sheet and written documents of the LOI review committee, as appropriate. The decision of the Director or designee shall be final.

Submissions, including a signed copy of Attachment A, should be mailed to:

Targeted Grant Program  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971

Electronic LOI submissions should be sent to:

[MimiHall@countyofplumas.com](mailto:MimiHall@countyofplumas.com)

Questions or comments should be referred to:

[zachrevene@countyofplumas.com](mailto:zachrevene@countyofplumas.com) or at (530) 283-6366

ATTACHMENT A  
COUNTY OF PLUMAS  
STANDARD CONTRACT TEMPLATE  
PROFESSIONAL SERVICES AGREEMENT  
FOR

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_, 2014 (“Effective Date”), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (“County”), and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”).

WITNESSETH:

WHEREAS, County proposes to have Contractor perform services to improve health and well-being, as described in written material submitted to Plumas County Public Health Agency; and

WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Contractor desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work submitted to the Plumas County Public Health Agency.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor’s performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’

fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Contractor acknowledges that County may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Upon prior written approval by the County, Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule and budget set forth in written material submitted to Plumas County Public Health Agency (see budget section of application). Contractor's compensation shall in no case exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00).

2.2. Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by the State of California to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the agreed upon scope of services unless the County or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

## 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on September 1, 2014. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on September 1, 2014 and continue for a period of one (1) year, ending on August 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

#### 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. Contractor and County agree to the following with respects to insurance provided by Contractor:

(a) Contractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Contractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Contractor in relation to this agreement.

(b) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.

(c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

(e) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Director of Public Health or her designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.



6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:	IF TO COUNTY:
	County of Plumas
	270 County Hospital Road Suite 206
	Quincy, CA 95971
	Tel: (530) 283-6337
	Fax: (530) 283-6425
	Attn: Mimi Hall

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County

and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnites") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnites, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable

or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or

enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.25. Incorporation of Other Documents. The terms and conditions of Plumas County Request for Proposal RFP-2011-DCP are hereby incorporated into this Agreement by reference as if set forth herein. To the extent applicable to contractors of the County under the grant, the terms and conditions of the Notice of Grant Award Numbers DCP-11/11/12-32 and CDCI-11/12-32, from the State of California Department of Alcohol and Drug Programs to the County of Plumas, and any successor grant awards, are hereby incorporated into this Agreement by reference as if set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS,

A political subdivision of the State of California

Date:

\_\_\_\_\_

Chair, Board of Supervisors

CONTRACTOR

Date:

\_\_\_\_\_

Signature/Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Date:

County Counsel

APPROVED AS TO CONTENT:

Date:

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Mimi Hall, Director of Public Health