REQUEST FOR PROPOSALS

Evaluation Services: California Community Colleges Student Mental Health Program

Issued in partnership by the

California Community College Chancellor’s Office

and the

Foundation for California Community Colleges

RFP #: 12-004

Release Date: April 16, 2012

Filing Deadline: Thursday, May 17, 2012 at 4:00 p.m. P.S.T.

Filing Address: Foundation for California Community Colleges

1102 Q Street, Suite 3500

Sacramento, California 95811

Attention: CCC Student Mental Health Program Office

Contact: California Community Colleges Student Mental Health Program Office

Email: SMHP@foundationccc.org
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Listed below are important action dates regarding this Request for Proposals (RFP). If changes to dates are found to be necessary up to the “Proposal Submission” deadline, this will be accomplished by addendum and published on the [www.cccco.edu/mentalhealth](http://www.cccco.edu/mentalhealth). Dates related to proposal review, award notice, contract execution and implementation of services are projected dates and may change without formal notice.

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<td>Release of RFP (download from <a href="http://www.cccco.edu/mentalhealth">www.cccco.edu/mentalhealth</a>)</td>
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<td>April 25, 2012 at 4:00 p.m., P.S.T.</td>
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<td>Thursday, May 17, 2012 at 4:00 p.m., P.S.T.</td>
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<td>May 21 – 25, 2012</td>
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<td>May 28, 2012</td>
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<td>Implementation of services</td>
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NOTICE REQUESTING PROPOSALS

NOTICE IS HEREBY GIVEN that the Foundation for California Community Colleges (FCCC), acting as a Public Agency, will receive up to, but not later than 4:00 pm on Thursday, the 17th day of May, 2012, qualified proposals for the Evaluation Services: California Community Colleges Student Mental Health Program, RFP #12-004.

Where to Obtain RFP Documents and Review Amendments
Copies of the RFP documents may be downloaded from the California Community Colleges Chancellor’s Office (CCCCO) web page: www.cccco.edu/mentalhealth. Any amendments will also be posted on this web page.

Submission of Proposals

1. Each respondent shall submit five (5) identical paper copies and one (1) electronic copy (PDF format) of the proposal on a USB “flash drive” memory storage device.

2. The original proposal must be marked “ORIGINAL COPY” and this copy must have original signatures in blue ink as necessary and must be signed by a person authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

3. Reference letters may be submitted in electronic format (original signatures not required).

4. Marketing literature shall not be included in the body of the proposal, but may be included as an addendum in the appendices of the proposal.

5. The envelope containing the copies of the proposal shall have the respondent’s company/organization name and address along with the RFP number on the outside of the envelope. The respondent is solely responsible for ensuring that the proposal is received by the submission deadline referenced above and at the address specified. Postmarks will not be honored. Proposals may be hand delivered or sent by U.S. Mail or common carrier to the following address only:

   The Foundation for California Community Colleges
   1102 Q Street, Suite 3500
   Sacramento, CA 95811
   Attn: CCC Student Mental Health Program Office

6. The FCCC will not provide a receipt of delivery. If you would like documentation of receipt, send the application certified/registered U.S. mail or utilize an overnight service that provides tracking. If hand delivering the application, request that the receptionist receiving the application in the FCCC’s office sign and date stamp your copy of the proposal.
7. Proposals which are submitted after the deadline shall be rejected and returned unopened. The FCCC will not accept any proposals submitted via facsimile or electronic mail transmission.

8. Each proposal must conform to and be responsive to the requirements contained in the RFP, which may be downloaded from the CCCO’s web page: www.cccco.edu/mentalhealth. Proposals should provide straightforward and concise descriptions of the proposer’s ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.

9. Costs incurred for developing proposals are entirely the responsibility of the proposer and shall not be charged to the FCCC.

10. Minorities, women and disabled veteran businesses are encouraged to submit proposals.

11. The FCCC reserves the right to negotiate the scope of work and terms and conditions of the RFP as necessary, to reject any or all proposals and to waive any irregularities or informalities in the proposal process.

12. The FCCC may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

13. The FCCC is not required to award a contract.

14. No oral understanding or agreement shall be binding on either party.

Letter of Intent to Apply
On or before April 23, 2012 at 4:00pm P.S.T, the proposer shall submit a Letter of Intent to Apply (LOI) for which can be found as Attachment 1 of this RFP. Submission of an LOI form does not obligate the submission of a proposal; however prospective applicants are required to submit an LOI by the prescribed deadline in order to qualify for proposal submission/application, and to ensure that the applicant’s organization receives future communication and information, such as the Prospective Applicant’s Conference. Only those organizations that submit an LOI will be allowed to submit a proposal.

Prospective Proposer’s Teleconference and Submission of Questions
A Prospective Proposer’s Teleconference will be held on May 1, 2012. In order to receive a reminder and an agenda for the event, prospective applicants are required to submit an LOI (see Attachment 1), and provide a primary and secondary contact for future communication.

Although the Prospective Proposer’s Teleconference (Teleconference) is not mandatory, prospective applicants are highly encouraged to participate in the event. The Teleconference will respond to questions pertinent to the application process. Questions must be submitted in writing, via email (SMHP@foundationccc.org). All questions must be received no later than 4:00pm on April 25, 2012, approximately one week before the Teleconference. Questions pertaining to the RFP bidding process will not be accepted after the date of the Teleconference. Thereafter, responses to questions presented during the Teleconference will be posted on the CCC SMHP website (www.cccco.edu/mentalhealth).
SECTION I – GENERAL INFORMATION AND OVERVIEW

1.0 RFP Title

California Community Colleges Student Mental Health Program (CCC SMHP) Evaluation Services

2.0 Contract Purpose and Overview

The purpose of the California Community Colleges Student Mental Health Program (CCC SMHP) evaluation services contract is to plan, develop, and implement evaluation activities and services that are required by the CCC SMHP’s contract with CalMHSA.¹ These services include addressing data collection, quality assurance, and evaluation activities for the CCC SMHP’s various components, and providing assistance to the CCC SMHP in complying with analysis and reporting requirements. Importantly, the contractor will provide these expert services as well as conducting the evaluations of the program components and final evaluation report that identifies the extent to which the CCC SMHP achieves its anticipated outcomes.

3.0 Program Administration

This RFP is programmatically managed through the California Community Colleges Student Mental Health Program (or CCC SMHP). The CCC SMHP is a joint partnership between the California Community Colleges Chancellor’s Office (CCCCO) and the Foundation for California Community Colleges (FCCC). The CCCCCO provides the overall programmatic lead of CCC SMHP - the CCC SMHP will act programmatically on behalf of the CCCCCO and FCCC - while the FCCC remains the fiscal agent for this project and serves in a Contractor capacity under the CCCCCO. Funding support for this contract is from the Mental Health Services Act (MHSA) through a contract between the CCC SMHP and CalMHSA. More information about funding information is below. More information about the CCC SMHP and CalMHSA can be found in Attachment 2: Background Information.

4.0 Contract Term

June 15, 2012 through May 31, 2014

5.0 Source and Limitation of Contract Funds

The source of funding for the Campus-Based Grants is from the California Mental Health Services Authority (CalMHSA), an organization of county governments working to improve mental health outcomes for individuals, families and communities. CalMHSA administers programs funded by the Mental Health Services Act (Prop. 63) on a statewide, regional and local basis.² For more information about CalMHSA, please see www.calmhsa.org.

¹ More information about CalMHSA can be found at www.calmhsa.org

² The CCC SMHP is a joint project between the California Community Colleges Chancellor’s Office (CCCCO) and the Foundation for California Community colleges (FCCC); and provides programmatic oversight of CalMHSA funding.
Funding for this contract is derived from Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds voluntarily transferred or assigned to CalMHSA from Counties. Such funding originates from the State of California and may be reduced or eliminated by the State. CalMHSA has no authorization to obtain additional funding by imposition of taxes, fees, or mandatory contributions. At the time it entered into the Agreement with the CCC SMHP, the CalMHSA Board of Directors had reason to believe that it has sufficient funding to satisfy its obligations under the Agreement. If due to unforeseen contingencies CalMHSA determines it will not be able to fully fund the obligations it has undertaken, CalMHSA may give notice to the CCC SMHP that the Agreement is cancelled and the Agreement shall no longer be in full force and effect. In the event of such cancellation, CalMHSA shall have no liability to pay further funds to the CCC SMHP or to furnish any other considerations under the Agreement and the CCC SMHP shall not be obligated to further perform any provisions if its agreement with CalMHSA or the awardee of this RFP. CalMHSA may alternatively offer an Agreement amendment to the CCC SMHP to reflect the reduced amount available. Similarly, in the event of a reduction in funding availability or cancellation of the grant by CalMHSA, the FCCC shall have no liability to pay further funds to the awardee of the RFP or to furnish any other considerations under the contract. The contractor shall not be obligated to further perform remaining provisions of its agreement with the FCCC.

6.0 Maximum Funds Available

Funding up to $623,000 is available to support the evaluation services as described in this RFP.

7.0 Eligibility: Minimum Bidder Qualifications

a. Evidence of Good Standing and Non-Profit Status. The bidder and any of the bidder’s subcontractor(s) (not individual consultants) must be a public or private non or for profit or organization in good standing with the State of California and the federal government. Private non-profit organizations must include evidence of their organization’s and subcontractor’s non-profit’s status with their proposal.

b. Letter of Intent. Prospective applicants are required to submit a Letter of Intent (LOI) on or before the required date.

c. Highest Scoring Proposal. The FCCC intends to award one contract to the proposal that receives the highest score on the Technical Proposal as determined by a selection review committee. Through responses to this proposal, the bidder must demonstrate the knowledge, organizational capacity and ability to develop and implement the proposed scope of work as outlined in the Technical Proposal and through evidence of the attachments and other documentation that is required.

d. Compliance with Terms, Conditions and Assurances. Contractor(s) must abide by the contract terms, conditions and provisions, and assurances and must ensure that all subcontractor(s) and/or consultants that participate in this project will do the same. The Terms and Conditions are contained in Attachment 11.

e. Subcontractors and Consultants. Subcontracting and consultants are allowed as part of this agreement. If the contractor chooses to use subcontractors and or consultants, subcontractors and individual consultants must abide by and are held to all contractual
requirements regarding material development, product development, and rights in data as described in Attachment 11 pertaining to the Foundation’s ownership in work produced under this contract.

SECTION II: PROGRAM BACKGROUND

In September 2011, the California Community Colleges Chancellor’s Office (CCCCO) and the Foundation for California Community Colleges (FCCC) were jointly awarded $6,900,000 by the California Mental Health Services Authority (CalMHSA) to fund the California Community Colleges Student Mental Health Program (CCC SMHP). The purpose of the CCC SMHP is to support prevention and early intervention strategies that address the mental health needs of students, and advance collaboration between local community colleges and county mental health. The CCCCCO provides programmatic oversight and expertise to the CCC SMHP with the FCCC serving as the fiscal agent. 3

The overarching outcome of the CCC SMHP is to increase wellness and promote a positive campus community for all students, faculty, and staff at the 112 community colleges in California. Ultimately, the long-term goal of the CCC SMHP is to increase student success and retention through the development and enhancement of quality student support services at all of California’s community colleges through the implementation of three major program components and an evaluation component.

The goals and outcomes described above reflect the three strategic directions originally outlined in the 2007 Student Mental Health Initiative Proposal, further refined in CalMHSA Request for Application, and currently contained in the CCC SMHP’s contract with CalMHSA. These are: (1) faculty and staff training, (2) peer-to-peer support and (3) suicide prevention as the critical unmet needs for student mental health within the California Community College system. 4, 5

In addition to these strategic directions, programs, services and strategies that are implemented as part of the overall grant program and in the programs funded by this RFA will need to reflect MHSA principles, correspond to PEI Statewide funding requirements, and include collaborative efforts between the other systems of higher education. Another key aspect of the CCC SMHP is to build upon existing successful models and programs that can be shared and replicated across the system. Addressing the needs of student veterans is also a critical need for this project.

Key Components of the CCC SMHP. There are three major program components to the CCC SMHP: Statewide Training and Technical Assistance (TTA), Suicide Prevention Training for Faculty and Staff, and the Campus-Based Grants program. In addition to these three program components, the CCC SMHP also includes an evaluation component which is being addressed by this RFP. A brief description of each

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3 Additional background information can be found in Attachment 2.
4 More information about the original SMHI proposal and CalMHSA’s RFA can be found at http://calmhsa.org/programs/student-mental-health-initiative-smhi/.
5 More information about the CCC SMHP can be found at http://www.cccco.edu/mentalhealth.
component is outlined below and a link to the CO’s webpage that contains the RFPs/RFAs for each project can be found at www.cccco.edu/mentalhealth.

- **Suicide Prevention Training for Faculty and Staff (SPT)**
  The CCC SMHP will provide suicide prevention training for all interested faculty and staff using evidence-based programs that have been developed specifically for use by colleges and universities. Campus Based Grants (see below for description) will be required to utilize the services offered by the SPT contractor but may choose to augment these efforts with additional services. SPT services will be available to all California community colleges, including the CBGs, at no cost. Kognito Interactive has been selected to be the SPT contractor for the CCC SMHP.⁶

- **Statewide Training and Technical Assistance (TTA)**
  This component provides training and technical assistance services to support the implementation of campus-based grants; provides regional training conferences on priority student mental health topics; collaborates and coordinates with community partners including county mental health; and develops tools and resources that can be used throughout the state in support of student mental health, including online resources. TTA services shall be provided at no-cost to the college or consortium. The Center for Applied Research Solutions (CARS) has recently been identified as the CCC SMHP TTA contractor.⁷

- **Campus Based Grants (CBG)**
  Through a Request for Application (RFA) process, between 12-60 select California community colleges or consortiums will be funded to implement grants. The focus of these grants will be on expanding and enhancing their capacity on campus and through community linkages to address the mental health prevention and early intervention needs of their students, faculty, and staff. Grant funds cannot be used to provide direct services or supplant existing resources, but expanding and enhancing existing programs and services is allowable. Ultimately, through the support received by this cohort of grantees, benefits can be realized by the entire CCC system and by colleges that do not receive funding for a campus grant. It is expected that this effort, along with the other CCC SMHP components, will result in examples of model programs, services, strategies and tools that can be shared and disseminated to the entire system as well as to campuses in the California State University (CSU) and University of California (UC) systems.

  The evaluator that is selected through this RFP process will be expected to work collaboratively and cooperatively with all of the contractors identified above, as well as with the campuses that are funded through the CBG. More information about the activities that will be required is included in the Scope of Work and Deliverables Section.

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⁶ The suicide prevention training that will provided will be based on the At-Risk program. More information about this can be found at [www.kognito.com](http://www.kognito.com)

⁷ For more information about CARS can be found at [http://www.cars-rp.org/](http://www.cars-rp.org/)
SECTION III: EVALUATION OVERVIEW

1.0 CalMHSA Statewide Projects and Evaluation.

The CCC SMHP is part of a set of statewide efforts that comprise the statewide prevention and early intervention initiatives (PEI) being administered by CalMHSA. The CCC SMHP is one of five programs under the Statewide Student Mental Health initiative;\(^8\) the other two statewide programs are for Suicide Prevention (SP) and Stigma and Discrimination Reduction (SDR). The CalMHSA Statewide PEI Implementation Work Plan and the Addendum to the Work Plan on SP, SDR and SMH contain priorities, themes, recommended actions, budget information, and evaluation strategies and outcomes. Respondents are encouraged to download the entire Work Plan and Addendum, as well as the RFPs and RFAs for the PEI Initiatives from the CalMHSA website at www.calmhsa.org. These documents provide additional information on how the SP, SDR, and SMH Initiatives are integrated into a comprehensive statewide plan, and specifically what the comprehensive statewide evaluation of the PEI Initiatives must address.

In addition, RAND Corporation was selected by CalMHSA to be the statewide evaluator for all three statewide initiatives. RAND representatives met with CCC SMHP staff in January 2012 as part of their initial efforts to understand the project. Prospective applicants are encouraged to review materials pertinent to the statewide evaluation project to identify areas of commonality that could inform the services being requested by this RFP. Current information about these evaluation efforts can be found at http://calmhsa.org/programs/evaluation

2.0 CCC SMHP Logic Models

The contract that results from this RFP will include a broad range of services and activities that assist the CCC SMHP in addressing data collection, quality assurance, and evaluation activities that are required by the CCC SMHP contract with CalMHSA. Importantly, the contractor will provide expert services to assist the CCC SMHP in meeting these contract requirements, but also help the Chancellor’s Office and FCCC assess the extent to which the CCC SMHP achieves its anticipated outcomes.

In addition to the CCC SMHP logic model that is included as Attachment 3, all program services that are implemented as part of this grant are required to develop a logic model. Although logic models for the CBGs are not yet available, the TTA and SPT contractors have provided these as part of their application process. These are included as Attachments 4 and 5.

SECTION IV: SCOPE OF WORK AND DELIVERABLES

The CCC SMHP is seeking services in support of both a broad, summary evaluation of its program as well as evaluations of each component. For the Campus Based Grants component, the evaluator will be

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\(^8\) The other programs include funding for the CSU and UC systems, and contracts that support K-12 student mental health that are being implemented by the California Department of Education and the California County State Superintendent.
expected to conduct a multi-site evaluation. In addition, the evaluator will provide support and expertise to the CCC SMHP in meeting its evaluation and reporting requirements with CalMHSA, including working with the PEI Statewide Program evaluator, RAND Corporation.

The contractor will be responsible for the following scope of work and deliverables:

1. **Development and implementation of a comprehensive integrated program evaluation for the overall CCC SMHP.** The CCC SMHP contains various components that will be implemented concurrently and by various contractors. The evaluator will need to identify commonalities across program components and provide assistance in bringing these diverse elements together for data collection and reporting efforts that support the overall program evaluation. The ability to describe and report the overall impact of the CCC SMHP is desired, as well as the ability to describe and report on the outcomes specific to each program component. The evaluator may use existing tools or methods that are appropriate for each component; or, may recommend that new methodologies and instruments be developed and used. In addition, the CCC SMHP will be looking to the evaluator for assistance in providing recommendations on ways in which findings can contribute to ongoing sustainability efforts for the project and to data collection efforts specifically. The first step will be for the contractor to develop an evaluation plan for the project that provides a framework for all activities and deliverables to be conducted as part of this contract, including evaluations for each component (see below).

2. **Evaluation of each component.** In addition, the evaluator will develop an evaluation plan that includes measures for each component of the CCC SMHP. The measures that are identified should include process as well as outcome data. The evaluator will need to consider the status of current implementation efforts as well as the possibility that components may already have data or evaluation elements integrated into their design. It is expected that the evaluator will make recommendations on how the existing data or evaluation efforts fit into the overall CCC SMHP evaluation design. Where appropriate, the evaluator will work with the contractor of each component and CCC SMHP staff to identify appropriate and feasible modifications of existing methodologies and approaches that can balance the need for information with the reality of implementation status.

3. **CCC student mental health data and evaluation framework.** In consultation with the CCC SMHP and the COAGSMH, the evaluator will be required to develop a data and evaluation framework for California community college student mental health. Historically, data about the mental health needs of CCC students has not been consistently or comprehensively available. This unmet need has been acknowledged and addressed in part by the HSACCC and the Mental Health and Wellness Association (MHWA). The CCC SMHP provides an opportunity to build upon and expand past efforts and contribute to capacity building and infrastructure goals by developing this framework. The evaluator will review current efforts as the baseline to create a framework for best practice recommendations in student mental health research and data collection that identifies student needs, challenges faced by the colleges, and mental health resources that can be updated on an annual basis. The goal is to create a resource for the system as well as campuses to use to support local (campus and district) and state needs with respect to student mental health. If feasible, an examination of how data from the UC and CSU systems could be integrated with what is collected by the CCCs to result in a seamless picture of what the mental health needs are of California’s college students. The following are examples of the research questions that might inform and guide the development of this framework:
a. What does CCC student mental health look like? How many campuses provide mental health services, to how many students? What are the most common types of problems that exist for CCC students?

b. What types of services are provided, who provides them, and what are the most effective models for providing services? What do these services cost? What is the utilization rate?

c. How do services vary across the state – across urban, rural campuses; by district?

These questions are intended only as examples of the types of information that is desired and applicants are encouraged to provide additional questions as appropriate through responses to the Technical Proposal. In addition to receiving guidance and input from the CCC SMHP and the COAGSMH, other stakeholders (such as the HSACCC, MHWA, CalMHSA and county mental health representatives) may provide input and guidance into the types of information that should be collected, reviewing findings and recommendations, and assist in review of the final product.

4. Experience and capacity to provide consultation and support for data and evaluation requirements of the CCC SMHP. In addition to the activities outlined above, the following are the types of experience and capacity that the successful applicant will be expected to provide, as demonstrated through responses to the Technical Proposal:

a. Data collection, analysis, reporting and evaluation assistance to the CCC SMHP in its entirety including support in achieving the outcomes associated with the CCC SMHP contract with CalMHSA. The activities that the evaluator will be expected to perform include developing an initial (baseline) evaluation plan and updating the plan at minimum, on an annual basis. In addition, the evaluator will provide assistance to the CCC SMHP in identifying baseline and follow up data and/or measures for all grant program components. An example of the type of information that is anticipated to be collected includes, but is not limited to: demographic information on program participants, program service utilization information, training and technical evaluation information, and qualitative data from program and training participants. A copy of the most recent reporting template from CalMHSA is included as Attachment 6.

b. Expert guidance to the CCC SMHP office, it’s contractors, or to grantees on:

i. the identification of key performance indicators that relate to the overall outcomes of CCC SMHP; the individual components of the CCC SMHP; and as needed and upon request, those indicators that contribute to the overall outcomes of the CalMHSA student mental health initiative and other statewide projects

ii. how to structure data collection, analysis and reporting for each component of the grant as well as the campus based grants to ensure adherence with CalMHSA requirements

iii. A priority activity within the first 30 days of the contract will be for the evaluator to develop a simple reporting tool that the CBGs can use to submit basic program information to the CCC SMHP office that aligns with the CCC SMHP’s reporting requirements for CalMHSA.
iv. Identification or development of the appropriate data collection instruments for each component of the project.

v. Oversight of any data collection activities or provide guidance to campus based grantees on how they can comply with data collection requirements including recommendations on data storage, confidentiality and security.

5. At the request of CCC SMHP staff, respond to data requests related to the CCC SMHP or those that relate to individual project components.

6. Coordinate with CalMHSA evaluation efforts including working with the CalMHSA statewide evaluation contractor, RAND Corporation.

7. Ensure that evaluation efforts reflect the principles of ongoing quality control and program improvement.

8. Work collaboratively and cooperatively with the CCC SMHP Office, CCC SMHP stakeholders, including the COAGSMH, and CalMHSA program partners, including RAND Corporation in their role as the evaluator for the Statewide PEI Projects. As needed and at the direction of SMHP staff, the evaluator will solicit input from stakeholders into various evaluation activities, such as the initial evaluation design, input into appropriate data collection elements, reviewing results, and vetting findings and recommendations that result from evaluation efforts to ensure that information that is developed contains the appropriate context.

   a. At the direction of the SMHP Office, the contractor shall work in collaboration with other CCC SHMP contractors on issues of common purpose and objectives. To this end, the contractor shall participate in meetings, conference calls or webinars with other CCC SMHP contractors/grantees and the COAGSMH, as needed, to share information about the CCC SMHP evaluation.

   b. In acknowledgement of prior and existing efforts, the evaluator will also work collaboratively with the HSACCC, MHWA, and other related groups that have expertise about student mental health data issues in support of the CCC SMH research and data framework (Deliverable #3)

9. Develop documents and tools to assist in data collection and evaluation efforts, and as needed, provide training and technical assistance in support of their effective use by CCC SMHP staff, campus grantees, and other program components.

10. Consolidate findings and condense information into various formats as appropriate for multiple audiences. This may include the development of fact sheets and summaries as well as more detailed reports. At the request of the CCC SMHP office, take the lead or assist in the dissemination and presentation of findings including conducting presentations at meetings and conferences.

11. The contractor must comply with all reporting and invoicing requirements. Contractor shall submit quarterly reports along with invoices for payment consistent with the formats provided by the CCC SMHP Office. Invoices will not be processed until receipt of corresponding monthly reports and supporting data is received in the format prescribed. A sample report format is
provided as Attachment 7. These are provided as examples; the exact format of the report and invoice may be revised during contract negotiations to best reflect the needs of the SMHP Office in meeting its contract obligations and reporting requirements for CalMHSA. Further, the CCC SMHP reserves the right to work collaboratively with the Contractor in identifying the most effective way in documenting progress and results that best reflect the Scope of Work and Deliverables. The SMHP Office reserves the right to modify reporting requirements as it deems necessary and may request that information about progress in project implementation more frequently than quarterly.

12. The contractor shall submit a mid-term and final report describing contract services and outcome evaluation results. The mid-term report shall be due to the SMHP Office 45 days after the mid-point of the contract term (date to be specified upon execution of the contract) and the final report will be due to the SMHP Office 45 days after the end of the contract term.

The list is not exhaustive and may be adapted as program implementation progresses. The CCC SMHP Office intends to work collaboratively with the evaluator to ensure that Scope of Work activities and deliverables are regularly reviewed and prioritized as program implementation progresses.

SECTION V: REQUIREMENTS AND COMPONENTS FOR PROPOSAL PREPARATION

The Technical and Budget Proposal shall describe the method, staffing and funding needed to develop and deliver services requested by the SMHP Office.

1.0 Specific Requirements

1.1 Order of Responses
All required components of the proposal must be present and follow the order established by Section V items 4.0 and 5.0 Technical Proposal and Budget Proposal. Bidder’s response to each item in this RFP must be identified in their proposal by the same numbers and letters to which the response applies. (Required: no points)

1.2 Cover Sheet
Include a cover sheet with the RFP number (see page 1 of this document) and the name of the bidder agency and the name and telephone number of the contact person authorized to represent the bidder. (Required: no points)

1.3 Table of Contents
Provide a Table of Contents that lists each section responded to in this RFP and its page number, including a list of attachments. Use the same numbering sequence and titles in this RFP. (Required: no points)

1.4 Proposal Submission Format
The proposal must be submitted in the prescribed format. Proposals that deviate from this format may be rejected without review at the FCCC’s discretion:

- Cover Sheet
- Table of Contents
- Technical Proposal
- Budget Proposal
- Attachments
Proposals that deviate from this format may be rejected without further review at the SMHP Office’s discretion (Required: no points).

- The entire proposal shall not exceed 25 pages, double spaced, typewritten. This includes the Cover sheet, Table of Contents, and Technical Proposal. The budget narrative and attachments shall not be counted towards the page limitations.
- Type font size shall be 12 point Calibri. This requirement will not apply to charts, graphs, tables or footnotes.
- Margins shall be at least one inch at top, bottom, left and right.
- Pages shall be numbered consecutively from beginning to end.
- Section and item numbering and lettering shall conform to the RFP so that responses can easily be matched to questions.

2.0 General Guidelines

2.1 The Technical Proposal should be specific regarding the methods and personnel to be used.

2.2 The SMHP Office seeks an evaluation contractor who demonstrates the ability to apply innovative, creative, relevant and cost effective methods and approaches to the Scope of Work outlined in this RFP. Desirable qualifications, experience, and capability include the following:

- Planning, development and implementation of comprehensive multi-year evaluation projects including statewide efforts as well as site-based projects;
- Evaluating infrastructure efforts, policy issues, and systems;
- Developing needs assessments and instruments;
- Writing reports and conducting presentations;
- Experience in prevention and early intervention programs (mental health or related human services field);
- Experience working in educational settings, preferably higher education;
- Experience working with community based organizations,
- Working with, and sensitivity to, diverse populations including communities of color and other cultural and linguistic groups;
- Ability to work in a collegial and collaborative manner with the CCC SMHP Office; campus grantees; other CCC SMHP contractors; other statewide PEI contractors; and CalMHSA staff.

2.3 The Technical Proposal should be specific regarding the methods and personnel to be used.

2.4 The Budget Proposal should be specific, detailed, and reasonable with respect to proposed costs.

2.5 The proposal must clearly and fully demonstrate an understanding of the subject, the best methods for delivery of services, and the technical problems inherent in the
The proposal must clearly convey the intent and understanding necessary to accomplish project requirements.

Simply stating that the bidder understands or paraphrasing this RFP will be considered inadequate.

Phrases such as “well-known techniques will be used” are unacceptable.

The SMHP Office recognizes that all technical factors cannot be detailed in advance. However, the technical proposal must detail sufficiently how the bidder would accomplish project requirements, including a full explanation of techniques, procedures, and staffing.

3.0 **Proposal Scoring**

The maximum score possible is **130 points (Technical Proposal and Budget Proposal combined)**. The minimum passing standard for the Technical Proposal will be 85 percent (85 out of 100 points). This score will be determined by a Selection Review Committee. Those proposals not meeting this minimum standard will not be considered for funding. The Technical Proposal score will then be added to the Budget Proposal score (maximum of 30 points) to determine the overall score. The maximum possible points are as follows:

### 4.0 Technical Proposal (total 100 points)

| 4.1 Contractor Qualifications and Capability | 30 points |
| 4.2 Proposed Approach in Meeting Scope of Work and Deliverables | 25 points |
| 4.3 Personnel and Staffing | 20 points |
| 4.4 Work Plan and Logic Model | 25 points |

**Technical proposal total** 100 points

### 5.0 Budget Proposal (total 30 points)

| 5.1 Budget and Budget Narrative | 30 points |

**Combined Total** 130 points

### 4.0 Technical Proposal

Written responses are required of the following:

#### 4.1 Contractor Qualifications and Capability (25 points)

A. Submit an annotated list of relevant work experience in the last 3 years that demonstrates the ability to meet the qualifications described above in Section 2.2 and ability to meet the Scope of Work that is outlined in this RFP.
i. Include the name of the project, contracting organization, duration of project, and synopsis of the work performed. Include a description of the approach, methods and results from the relevant projects.

ii. Describe experience working successfully with community based organizations, educational institutions, and diverse populations that may have varied interests and goals.

iii. Describe your approach and style in working with prior organizations. Include in the description how you have responded to changing priorities or issues that emerge during program implementation that may have affected the evaluation.

**Maximum score: 15 points**

B. In the Attachments, include examples of work from other projects that demonstrate the spectrum of experience with evaluation methods, analysis, and reporting including:

   i. An evaluation plan

   ii. Data collection instruments or tools

   iii. A summary report

   **Maximum Score: 10 points**

C. Submit at least three (3) letters of recommendation from agencies for whom the respondent’s organization has provided evaluation services during the last three years. The letters should describe the type of evaluation conducted and the organization’s feedback/satisfaction about the services that were provided.

   **Maximum Score: 5 points**

4.2 **Approach to Meeting the Scope of Work and Deliverables (25 points)**

   A. Describe the steps that you would take in developing an evaluation plan for this project. Include proposed approach (is) for meeting the scope of work and deliverables outlined above

   B. Describe a proposed approach for developing the CCC data and evaluation framework described in Section 3.

   C. Describe your proposed approach in working with campus grants to obtain results from a multiple sites implementing various student mental health prevention and early intervention approaches.

   D. Identify potential challenges to successfully meeting the scope of work for this project and an approach to overcome them.

   **Maximum Score: 25 points**

4.3 **Project Personnel and Staffing (20 points)**
A. Describe how this project will be staffed. Include job titles and duty statements that outline the activities of staff that will participate in the project. Include the names of known staff or consultants, and the percentage of time or hours that staff or consultants will devote to the activities listed in their duty statements.

Maximum Score: 10 points

B. Submit resumes showing credentials, experience and qualifications of all key project staff and consultants. This information must be included in the initial proposal and must be presented upon request throughout the term of the contract. If project staff are unknown, include job qualifications or draft duty statements for each position. Staff qualifications must be appropriate and sufficient to accomplish the scope of work and deliverables as described in this RFP.

Maximum Score: 10 points

4.4 Work Plan and Logic Model (25 points)

A. Using Attachment 8 as a guide, write a work plan spanning the term of the contract which includes all work and deliverables listed in the RFP Section IV Scope of Work and Deliverables.

Maximum Score: 15 points

B. Using Attachment 9 as a guide, provide a logic model for this project.

Maximum Score: 10 points

5.0 Budget and Budget Narrative (30 points)

The proposal must be fully supported by cost and pricing data adequate to justify the requested bid amount.

5.1 Line Item Budget

Prepare a detailed line item budget showing individual line items under budget categories. Use the line item budget instructions below to prepare a budget for the term of the contract. Attachment 10 is provided as a sample format.

Maximum Score: 15 points

5.2 Narrative Justification

All budget line items must be fully explained and justified in a narrative entitled “Budget Justification.” This justification should include:

A. Why each individual is being charged to the project.
B. Why the quantity of a line item is reasonable (i.e., amount of personnel time, travel, printing, etc.).
C. Why the cost of each line item is reasonable in price.
D. The formula used to determine the cost of each line item.
E. The basis to which the indirect rate is applied.

Maximum Score: 15 points

Line Item Budget Instructions

Direct Cost Categories

Personnel Services
Personnel services include each authorized staff position to be devoted to this project listed by title, and a line item for fringe benefits showing the percentage rate. A line item for each authorized position must provide a computation of the monthly or hourly salary rate, the number of months or hours the position will be filled, and the percentage of salaried time the position will devote to the project. A salary range should be shown to include any anticipated wage increases during the period covered by the proposal. All salaries must be fully justified in the budget justification and by job title/duty statements and resumes under Project Personnel.

Operating Expenses
Operating expenses include all other direct cost line items such as rent, travel and subsistence, supplies, consultants, etc.

Indirect Cost Categories

Indirect Costs
An indirect cost category may be included in the budget, and is capped at 7.5% of the contract. The applicant’s proposed indirect rate and/or the supporting justification data must accompany the Cost Proposal if an indirect cost category is requested. The FCCC reserves the right to deny an indirect cost category and request direct costing.

Miscellaneous, Other or Fee
There should be no line items entitled Miscellaneous, Other or Fee. All line items must be fully explained and justified.

Budget Negotiations
The proposed budget may be negotiated at the option of the CCC SMHP but the total bid amount may not be increased.

6.0 Post-Award Inquiry

Any respondent submitting a proposal may file for an inquiry within five (5) business days after publication of the Notice of Intent to Award and must be in compliance with the following:

6.1. The request for an inquiry must be in writing. The request must be filed and received by the CCC SMHP office by close of business (5:00 pm, P.S.T.) no later than the 5th business day. It must set forth, in detail, all grounds for the inquiry, including supporting documentation, legal authorities, and argument in support of the grounds for an inquiry. Any matters not set forth in
the written request shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.

6.2 Any request for an inquiry not conforming to the foregoing shall be rejected by the CCC SMHP office as invalid. Authorized representatives of the CCC SMHP office shall review and evaluate the basis of the inquiry and shall provide a written response to the individual or organization submitting the request. The written response shall be final and not subject to reconsideration from the CCC SMHP office.

7.0 **Disposition of Proposals**

Upon proposal opening, all documents submitted in response to this RFP become the property of the CCC SMHP office. Proposal packages may be returned only at the respondent's expense, unless such expense is waived by the CCC SMHP office.

8.0 **Contact for Information**

Email address for questions pertaining to this RFP: SMHP@foundationccc.org

9.0 **Estimated Time Schedule**

Refer to RFP, p. 3: “Key Action Dates”

**SECTION VI: PROPOSAL EVALUATION AND AWARD PROCESS**

1.0 Each proposal will be reviewed in two phases:

a) **Minimum Qualifications Review**
Each proposal shall be initially reviewed to determine if it was submitted within the time frame specified in this RFP. Those proposals submitted on time will then be reviewed to ensure that they are consistent with the format and content requirements specified in this RFP. Proposals not meeting these minimum requirements will, at this point, be disqualified. Proposals must not contain any erasures, interlineations or other corrections unless the initials of the person signing the proposal and suitably authenticating each such correction are affixed in the margin immediately opposite the correction. Any proposal not conforming to the foregoing may be deemed to be non-responsive. In the event any proposal submitted, or portions thereof, shall be reasonably determined to be illegible, ambiguous or inconsistent, it may be rejected as non-responsive. Proposals meeting these requirements will then move to the Selection Review Committee.

b) **Selection Review Committee**
Proposals that meet the requirements of the Minimum Requirement Review shall be submitted to the Selection Review Committee for evaluation and scoring. Points will be assigned as shown in Section V, Section 3 of the RFP. A minimum overall score of 85 percent must be achieved. Proposals that contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the respondent, may be rejected. If, in the opinion of the CCC SMHP office, such information was intended to mislead the Selection Review Committee in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.
2.0 The proposal receiving the highest score over the minimum required will be considered for an award of contract.

3.0 Evidence which indicates that the respondent or their staff and/or consultants have in any way attempted to influence the confidential nature of the review though contacts with CCC SMHP staff or members of the Selection Review Committee will result in the automatic rejection of the proposal.

4.0 Any respondent may withdraw its proposal either by written or telegraphic request delivered to the CCC SMHP office.

5.0 Prior to the opening and reading of proposals, the CCC SMHP office expressly reserves the right to modify the RFP, or any portion(s) thereof by the issuance of written addenda disseminated via the CCCCCO’s website www.cccco.edu/mentalhealth
ATTACHMENT 1
LETTER OF INTENT TO APPLY
CALIFORNIA COMMUNITY COLLEGES STUDENT MENTAL HEALTH PROGRAM (CCC SMHP)
RFP FOR EVALUATION SERVICES
RFP#: 12-004

With this letter the applicant named below provides the CCC SMHP office notice of its intent to submit an application to become a service provider for the CCC SMHP Evaluation Services listed in CCC SMHP RFP# 12-004. The CCC SMHP office acknowledges that the submission of this Letter of Intent to Apply (LOI) serves solely as a notice of the applicant’s intent and is non-binding on the applicant.

Applicant Name: __________________________________________________________

Address: _______________________________________________________________

Representative Name & Title: ______________________________________________

Representative Email: ____________________________________________________

Representative Phone: ____________________________________________________

Alternate Representative Name & Title: _______________________________________

Alternate Representative Email: ____________________________________________

Alternate Representative Phone: ____________________________________________

Representative Signature: ________________________________________________

All LOI forms must be submitted by April 23, 2012 no later than 4:00pm PST as specified in this RFP; postmarks will not be honored. LOIs may be hand delivered or sent by U.S. Mail or common carrier to the following address only:

The Foundation for Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Attn: CCC Student Mental Health Program Office
The CCC SMHP and PEI Statewide Project Funding.

In 2007, the Mental Health Services Oversight & Accountability Commission (MHSOAC) approved five statewide Prevention and Early Intervention (PEI) projects and corresponding funding amounts. In 2008, the MHSOAC determined that three of the PEI projects would be implemented most efficiently and effectively if administered through a single statewide entity and subsequently developed strategic plans for each project: 1) the Suicide Prevention Initiative (California Strategic Plan on Suicide Prevention: Every Californian is Part of the Solution (approved June 30, 2008)); 2) the Stigma and Discrimination Reduction Initiative (California Strategic Plan on Reducing Mental Health Stigma and Discrimination (approved June 25, 2009)); and 3) the Student Mental Health Initiative (approved May, 2010). The aforementioned plans can be viewed at: www.mhsoac.ca.gov/MHSOAC_Publications/Documents.aspx.

In April 2010, the Department of Mental Health contracted with CalMHSA to administer the funding and implementation of these three statewide projects. CalMHSA is an organization of county governments working to improve mental health outcomes for individuals, families and communities. CalMHSA administers programs funded by the MHSA on a statewide, regional and local basis.

In determining how to implement the MHSOAC’s strategic priorities, CalMHSA formed the Implementation Ad Hoc Committee to review the three strategic plans referenced above, gather additional stakeholder input and write a work plan for wider stakeholder review to be submitted to the MHSOAC for approval. As a result of the work of the Implementation Ad Hoc Committee, CalMHSA issued the Statewide PEI Work Plan describing how PEI initiatives:

- are voter-approved and paid for through the Mental Health Services Act (Proposition 63);
- transform California’s mental health services approach by uniting California’s diverse communities to embrace mental wellness and delivering the tools individuals need before they reach the crisis point; and
- provide an up-front investment that will pay off with cost reductions in health, social services, education and criminal justice programs.

The work plan is comprised of three comprehensive and coordinated initiatives:

1. **Stigma and Discrimination Reduction Program** which uses a full range of PEI strategies to confront the fundamental causes of stigmatizing attitudes and discriminatory and prejudicial actions toward people with mental illness and across ages and backgrounds.

2. **Suicide Reduction Program** which uses a full range of strategies from PEI intervention to prevent suicide across ages and backgrounds.
3. **Student Mental Health Program** which uses a full range of strategies including campus-based mental health programs, prevention, early intervention and peer-to-peer activities to promote mental wellness in the student population.⁹

At the on-set of 2011, a RFA to support the Student Mental Health Program strategy was released that included funding opportunities for all three segments of California’s public system of higher education including the California community colleges. The purpose was to implement training, peer-to-peer support and suicide prevention with an emphasis on capacity building and infrastructure development to benefit students throughout all of the systems consistent with original Student Mental Health Initiative proposal that was developed in 2007.

In September 2011, the California Community Colleges Chancellor’s Office (CCCCO) was awarded $6,900,000 by the California Mental Health Services Authority (CalMHSA) to support prevention and early intervention strategies that address the mental health needs of students and advance collaboration between educational systems, county services, and the community at large, which should form the foundation for future CalMHSA programs.

**The California Community Colleges Chancellor’s Office (CCCCO).**

The CCCCO was founded in 1967, seven years after the Master Plan for Higher Education was enacted, to ensure that every student who is willing and able to benefit from higher education would have the opportunity. The mission of the California Community Colleges Board of Governors and the state CCCCO is to empower the community colleges through leadership, advocacy and support. With a student body of 2.9 million students and 112 colleges, the CCC system is the largest education system in the nation. The CCCCO is responsible for administering a wide range of federal and state education, training, and student service programs, as well as providing oversight and policy direction to all 112 CCCs.

**The Foundation for California Community Colleges**

The Foundation for California Community Colleges helps colleges, universities, and our K-12 partner schools build, create, and operate more effectively through programs and services that drive excellence while saving millions of dollars annually. The Foundation was established as an auxiliary organization of the community college pursuant to California Education Code Sections 72670-72682. It was incorporated on May 21, 1998, under the provisions of the California Corporation Code as a nonprofit public benefit corporation, exclusively for educational purposes to promote and assist education, administrative, and related services of the California Community Colleges.

The mission of the Foundation is to benefit, support, and enhance the California community college system. As the official foundation of the California Community Colleges' Board of Governors and Chancellor’s Office, the Foundation is a unique 501(c) (3) nonprofit organization that provides effective services and innovative solutions for the largest higher education system in the nation. Foundation programs reach all 112 California Community Colleges and 72 districts, and several are expanding nationwide. The Foundation for California Community Colleges is the sole auxiliary organization to the Board of Governors California Community Colleges and the Chancellor’s Office California Community Colleges.

1 The work plan and addendum can be found on CalMHSA’s website at [http://calmhsa.org/programs/student-mental-health-initiative-smhi/](http://calmhsa.org/programs/student-mental-health-initiative-smhi/)
CalMHSA PRINCIPLES
The CCC SMHP fully supports the CalMHSA principles of service which guide this and other aspects of the overall PEI student mental health initiative. For the purposes of this contract, the principles are intended to ensure that services delivered adhere to the following:

• Services should be complimentary to other CalMHSA funded programs and services and should complement other state, regional and local resources.
• Services should include stakeholder involvement.
• Services should be culturally and linguistically competent, respectful and inclusive of California’s diverse population across all age groups including seniors.
• Services should have a lifespan appropriate focus for children, transition age youth, including transition age foster care youth, and for adults and older adults.
• Services should address California’s geographical diversity, ranging from small communities spread over large rural areas to metropolitan areas with suburban expanse and urban density.
• Services should optimally leverage federal, state and local resources.
• Services provided by the TTA contractor shall be achievable within the term of its contract with CCC SMHP.
### ATTACHMENT 3
### CCC SMHP LOGIC MODEL

<table>
<thead>
<tr>
<th><strong>Inputs</strong></th>
<th><strong>Activities</strong></th>
<th><strong>Participation</strong></th>
<th><strong>Outputs -- Impact</strong></th>
<th><strong>Outcomes</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant funding support from CalMHSA</td>
<td>1. Develop and implement a campus based mini grant process to fund faculty and staff training, peer to peer, and suicide prevention resources on 12 California community college campuses.</td>
<td>CCCSMHP Project staff</td>
<td>12 campus grants funded</td>
<td>Increase in CCC faculty, staff, and student knowledge of suicide or its risk factors (measure: pre/post surveys, sign in sheets or tracking at workshops and online events)</td>
</tr>
<tr>
<td>Partnership between the CCCC and FCCC for fiscal and program oversight</td>
<td>2. Develop and implement a statewide student mental health training and technical assistance system to:</td>
<td>CCCMHSAC (includes participation by stakeholder groups)</td>
<td>TTA contractor identified and SOW developed</td>
<td>Increase in the number of quality resources available to faculty, staff, and students to support mental health and wellness at all campuses and communities (measure: curricula, presentations, guides, fact sheets, protocols, web resources)</td>
</tr>
<tr>
<td>Staff support at the CCCC CCCC MHSA and other stakeholder groups</td>
<td>support implementation of the campus grants;</td>
<td>Key groups: CSSOs</td>
<td>Training needs and grant priorities identified</td>
<td>Increased collaboration among CA’s three systems of higher education (measure: evidence of projects that address transfer students)</td>
</tr>
<tr>
<td>CCCC and FCCC infrastructure support: website, CCC Confex, facilities, 800 number</td>
<td>provide regional trainings on priority student mental health topics, including the needs of student veterans;</td>
<td>HSACCC</td>
<td>Online training provider or vendor identified</td>
<td>Increase in the number of quality resources available to faculty, staff, and students to support mental health and wellness at all campuses and communities (measure: curricula, presentations, guides, fact sheets, protocols, web resources)</td>
</tr>
<tr>
<td>Committed partners throughout the CCCC system</td>
<td>develop resources and tools that can be used on all campuses and throughout all communities in the state</td>
<td>MHWA</td>
<td>Campuses or venues for regional trainings on priority topics identified</td>
<td>Increased collaboration among CA’s three systems of higher education (measure: evidence of projects that address transfer students)</td>
</tr>
<tr>
<td>Community partners (NAMI, CA Network, REMHDCO, veteran’s organizations, etc.)</td>
<td>3. Develop a statewide effort to support online faculty and staff training in all interested campuses and districts</td>
<td>DSPS</td>
<td>CCCSMHAC’s role and responsibilities revised and 3 meetings convened</td>
<td>Increase in the number of quality resources available to faculty, staff, and students to support mental health and wellness at all campuses and communities (measure: curricula, presentations, guides, fact sheets, protocols, web resources)</td>
</tr>
<tr>
<td>Private partnerships (Zellerbach Family Foundation)</td>
<td>4. Evaluate project.</td>
<td>DRCC</td>
<td>Methods for coordinating with CSU and UC detailed and refined</td>
<td>Increased collaboration among CA’s three systems of higher education (measure: evidence of projects that address transfer students)</td>
</tr>
<tr>
<td>Existing models and programs that can be shared</td>
<td>5. Collaborate with stakeholders, CSU and UC, community groups, and county mental health</td>
<td>TTA provider (contractor)</td>
<td></td>
<td>Increase in the number of quality resources available to faculty, staff, and students to support mental health and wellness at all campuses and communities (measure: curricula, presentations, guides, fact sheets, protocols, web resources)</td>
</tr>
<tr>
<td><strong>Assumptions</strong></td>
<td>6. Participate in the CalMHSA Student Mental Health Consortium</td>
<td>Online gatekeeper training provider/vendor</td>
<td></td>
<td>Increased collaboration among CA’s three systems of higher education (measure: evidence of projects that address transfer students)</td>
</tr>
</tbody>
</table>

- Long term outcomes are jointly obtained by all three systems and other statewide programs in an integrated approach facilitated by CalMHSA and inclusive of stakeholder input
- Campuses or districts will participate application process for campus grant funding
- CCC staff support will be maintained
- Ability for timely flow of funding to allow for immediate implementation
- Balanced approach with respect to administrative requirements for reporting and data collection
- Programs and services are scalable to existing funding and achievable within grant timeframes (4 years)
- Data driven, culturally competent and appropriate services for students, faculty, staff
- Wellness and resilience focus across the lifespan; reflective of diverse populations and individuals with lived experience
- Statewide approach with consideration to geographic diversity

<table>
<thead>
<tr>
<th><strong>External Factors</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal uncertainty at state and local level may impact ability to obtain sustainability</td>
</tr>
<tr>
<td>DOF proposal to cut key state administrative positions, including the CCCs</td>
</tr>
<tr>
<td>Low morale among campus mental health providers due to increase in needs while funding resources decrease</td>
</tr>
</tbody>
</table>

**Rev. 7/09**
## 3.2 CCC SMHP TTA Center Logic Model

### Inputs
- TTA Services: CCC SMHP contract funding from CalMHSA (CCC and FCCC)
- CARS Management
- CARS Staff Consultation
- CARS Consultant Pool
- CARS Subcontractors (TBD)
- CCC
- CCC Campus-Based Grantee
- CCC SMHP CalMHSA COAGSMH
- Other Advisory Groups: COAG, CCCMHAC
- Community Partners: HSACC
- Private Partners: Zellerbach FF

### Activities
- Provide effective coordination with CCCSMHP
- Conduct needs assessment (NA) of CCC
- Ensure planning decisions are data-driven and priorities consider NA
- Ensure staff and consultants meet CCC needs and contract requirements
- Develop and implement marketing plan for TTA services with logistics and incentives that optimize participation
- Implement TTA activities from detailed Work Plan that are timely, accessible, culturally relevant and well informed
  - Collaborate with all stakeholders and partners (see Participation column)
  - Evaluate all TTA activities
  - Broadly, and cost-effectively distribute project deliverables
  - Support use of programs that are evidence-based
  - Ensure input from student and mental health advisory groups

### Participation
- CARSSMHP Project Staff
- CCCCAMHP Project Staff and other contractors
- Programs supported through CARS consultants for e.g., Active Minds, ASSIST, HSACC, NYS Depression Partnership, Returning Vets of America.
- Campus-based Grantee, primary contacts, evaluators
- CCCMHAC and related stakeholder and advisory groups
- CalMHSA
- County Departments: Mental/Behavior Health, Public Health, AIDS. For e.g., Santa Cruz, Butte, Riverside, Marin, Sonoma County
- County/City organizations, including: policing
- UC and CSU campuses
- Other partners: funding organizations with mental health and college-based initiatives, vet serving orcs, suicide prevention, stigma reduction etc.
- Health care providers, esp. Community Health Centers

### Outputs
- Short
- Medium
- Long

### Outcomes - Impact
- TTA services will satisfy CCC as measured by evaluations and other feedback mechanisms
- Regional training events will be well attended and participants will expand their knowledge around mental health issues and be highly satisfied as measured by evaluations and other feedback mechanisms
- Students will increase interactions with student health services for information, service and referrals on mental health issues
- Organizations that provide mental health services (CBO, County, Clinic) will support referral process to facilitate access and uptake of services
- New partnerships will be explored to advance and support student mh
- CCC will be supported with a variety of resources (e.g., curricula, materials, etc.) distribut
- For CCC implementing peer to peer strategies, students will collectively experience increased mental wellness as norms shift toward accessing needed help as evidenced by vitality of student orgs, health services data and programming, and key informant interviews, tracking referrals.
- Effective systems are in place for crisis intervention and prevention that consider HIPPA and FERPA laws, as measured by the # of schools with new or enhanced CIRT teams/planning efforts.
- The mental health needs of students are better addressed through knowledge by CCC staff, faculty and students as measured by training pre/post tests, # of crisis response efforts/events at CCC.
- For student success and retention
- Decrease in incidents of suicide and attempts among students
- CCC will support an environment that welcomes student with identified cultural barriers so that stigma is reduced and access is increased.
- Campuses will have institutionalized and sustained programming and training that promote student mental health, especially the needs of veterans and that address suicide and stigma.
- Students will have ready access to screening for mental health issues, brief intervention, and referral, as appropriate at CCC.
- Mental Health Crisis will be averted due to campuses having collaborative crisis response teams in place.

### Assumptions
- Services must be culturally and linguistically competent, respectful and inclusive of diverse populations in order for them to be relevant and useful to the recipient.
- Services that build capacity and teach skills rather than “do for” will foster sustainability
- Collaborative and multi-system approaches are stronger and more visible
- Services that consider and leverage other programs, funding streams and collaborative efforts foster buy-in and participation, and are more effective
- Infrastructure and system changes that are backed by policy and formal agreements are more enduring
- Resiliency and recovery is part of the human condition and are accessible and possible for all

### External Factors:
- Fiscal uncertainty at state and local level may impact priorities and long-term fiscal support
- State and County Departments are being impacted by the dissolution of the CA Departments of Mental Health and Alcohol and Other Drug Programs.
- Mental health issues are personal and affect people differently, people’s experiences and preconceived ideas are often unknown and may be an asset or a barrier in spreading awareness and understanding, so the potential of both should be considered.
- Fiscal constraint adds stress and people are overworked, TTA and training activities must not add burden, but provide support, be easy access and add value.

---

Logic Model template provided by W.K. Kellogg Foundation
### ATTACHMENT 5
#### LOGIC MODEL

<table>
<thead>
<tr>
<th><strong>Inputs</strong></th>
<th><strong>Activities</strong></th>
<th><strong>Outcomes -- Impact</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>CCC SMHP Plan and Priorities</td>
<td>1. Integration of overall CCC SMHP</td>
<td>Implement online SPT for faculty, staff and students on all CCC campuses</td>
</tr>
<tr>
<td>Three Kognito Interactive SPT trainings – for faculty, staff, student groups – use online, in-person, TOT</td>
<td>2. Create SPT Plan within 45 days</td>
<td>Identify local referral resources at each CCCs and include within courses</td>
</tr>
<tr>
<td>Hosting and tech support; Learning Mgmt System to track usage</td>
<td>3. Adapt and launch SPTs; recruit campuses; collect baseline data on referrals; implementation training at CCCs; market training to schools and users; monitor usage and feedback; adjust rollout plan</td>
<td>Train significant numbers of SP gatekeepers at each campus to identify, approach and refer students to campus and community MH services</td>
</tr>
<tr>
<td>Integrated surveys to assess whether learning objectives and participation levels are met</td>
<td>4. Add In-person/TOT as needed</td>
<td>Increase awareness and knowledge of referral resources and value of counseling</td>
</tr>
<tr>
<td>Kognito Rollout Marketing Package: flyer, PPT, postcard, email templates</td>
<td>5. Analyze data, draft reports</td>
<td>Increase student MH help-seeking behaviors</td>
</tr>
<tr>
<td>Partnership between Kognito and LivingWorks for providing in-person training</td>
<td>6. Sustainability planning, including a one-year no cost extension to all 112 colleges accessing the three SPT Kognito trainings</td>
<td></td>
</tr>
</tbody>
</table>

**Assumptions:**

Uptake of SPT training will be rapid based on results from 2010 pilot of Kognito programs by 23 CCC schools and current client-base of 7 CCCs; schools will designate a qualified individual as the point-person with Kognito for implementing programs in their school; the one year no-cost extension provided by Kognito, coupled with reports on program effectiveness, will help secure internal funding to continue program after Year 3.

**External Factors/Possible Barriers to Success:**

- Lack of leadership from senior administrators on campus endangers success
- Fiscal uncertainties among schools after Year 2 will reduce likelihood of program sustainability
- Changes in campus personnel over two year project will reduce program success
Section One: Status of Deliverables

1. Which activities were completed in this reporting period, as they pertain to your contract deliverables? (200 words or less, bulleted lists are encouraged)
2. Are you on track to complete your deliverables as required in your contract?
   ☐ Yes  ☐ No
   If no, please describe. (200 words or less, bulleted lists are encouraged)

3. Did you encounter any problems or barriers during this reporting period?
   ☐ Yes  ☐ No
   If yes, what actions did you take to address these problems or barriers and identify their relationship to your deliverables? (200 words or less, bulleted lists are encouraged)

4. Did these problems or barriers prevent you from completing your required activities?
   ☐ Yes  ☐ No
   If yes, please describe (200 words or less, bulleted lists are encouraged)

5. Is there any assistance that CalMHSA can provide to address any problems/barriers identified in question #2 above?
   ☐ Yes  ☐ No
   If yes, please describe. (200 words or less, bulleted lists are encouraged)
Each statewide program should be complementary to the other programs (e.g., the Suicide Prevention Program should address how its design complements stigma and discrimination reduction and vice versa) and should complement other state, regional & local resources.

6. From the CalMHSA Programs List below, select all the CalMHSA Contractors that your programs have worked with during the quarterly reporting period. Please summarize your activities, progress (including challenges) in working with CalMHSA programs (200 words or less, bulleted lists are encouraged).

   (substitute an X for the checkbox)

<table>
<thead>
<tr>
<th>CalMHSA Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Initiative: Suicide Prevention</strong></td>
</tr>
<tr>
<td>☐ Didi Hirsch</td>
</tr>
<tr>
<td>☐ Transitions Mental Health Assoc.</td>
</tr>
<tr>
<td>☐ Family Svc Agency, Central Coast</td>
</tr>
<tr>
<td>☐ Family Svc Agency, Marin</td>
</tr>
<tr>
<td>☐ San Francisco Suicide Prev. Inc.</td>
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<tr>
<td>☐ Institute on Aging</td>
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<tr>
<td>☐ King’s View Behavioral Health</td>
</tr>
<tr>
<td>☐ AdEase</td>
</tr>
<tr>
<td>☐ Living Works</td>
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<tr>
<td><strong>Initiative: Stigma and Discrimination Reduction</strong></td>
</tr>
<tr>
<td>☐ Runyon, Saltzman &amp; Einhorn</td>
</tr>
<tr>
<td>☐ United Advocates for Children</td>
</tr>
<tr>
<td>☐ Mental Health Assoc., San Francisco</td>
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<tr>
<td>☐ Entertainment Industries Council</td>
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<tr>
<td>☐ Community Clinics Initiative</td>
</tr>
<tr>
<td>☐ National Alliance on Mental Illness</td>
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<tr>
<td>☐ Mental Health Assoc., San Francisco</td>
</tr>
<tr>
<td>☐ Disability Rights California</td>
</tr>
<tr>
<td>☐ SDR Consortium</td>
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<tr>
<td><strong>Initiative: Student Mental Health</strong></td>
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<tr>
<td>☐ California Community Colleges</td>
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<tr>
<td>☐ University of California</td>
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<tr>
<td>☐ California State University</td>
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<tr>
<td>☐ California Department of Education</td>
</tr>
<tr>
<td>☐ California County Superintendents Educational Services Association</td>
</tr>
<tr>
<td><strong>Initiative: Statewide Evaluation</strong></td>
</tr>
<tr>
<td>☐ RAND</td>
</tr>
<tr>
<td>☐ Other Collaboration partners (please list)</td>
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<td>☐                                          ☐</td>
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<td>☐                                          ☐</td>
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</table>
Section Two: CalMHSA’s Guiding Principles

All programs should be inclusive of stakeholder involvement.

7. Please describe your program’s stakeholder involvement over the past quarter (200 words or less, bulleted lists are encouraged). Provide relevant information to data tables.
All programs should be culturally and linguistically competent, respectful and inclusive of California’s diverse population across all age groups including seniors.

8. Please describe the activities your program has undertaken to ensure cultural and linguistic competence (i.e., staffing needs addressed, materials developed, training engaged, stakeholder recruitment, audience outreach and/or other program areas that have changed or expanded as a result of implementing your CalMHSA contract (200 words or less, bulleted lists are encouraged). Provide relevant information to data tables.

All programs should have a lifespan focus for children, transition age youth and transition age foster care youth, adults and older adults.

9. Please describe how your program has a lifespan focus the target populations, direct and/or indirect (200 words or less, bulleted lists are encouraged). Provide relevant information to data tables.
All programs should address California’s geographical diversity, ranging from small communities spread over large rural areas to metropolitan areas with suburban expanse and urban density.

10. Please list the geographic areas you have served by county, regional, rural, metropolitan areas and/or zip code) and provide descriptions of the services provided within these geographic areas.* Provide relevant numbers to data tables.
<table>
<thead>
<tr>
<th>Name of Program</th>
<th>Target Population</th>
<th>Strategy Implemented</th>
<th>County or Regions Served</th>
<th># of Stakeholder Participants*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>13.</td>
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</tbody>
</table>
Characteristics of Target Population: Of the total number of participants reported on page 6, identify those participants below by his/her age group, race and ethnicity, primary language and culture. If you do not know the age group, race and ethnicity, primary language or culture, list the individual as “Unknown”. The total of each of these four categories must total the number of individuals reported on table on page 6.

<table>
<thead>
<tr>
<th>NUMBER OF INDIVIDUALS</th>
<th>AGE GROUPS</th>
<th>NUMBER OF INDIVIDUALS</th>
<th>RACE AND ETHNICITY</th>
<th>NUMBER OF INDIVIDUALS</th>
<th>PRIMARY LANGUAGE</th>
<th>NUMBER OF INDIVIDUALS</th>
<th>CULTURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Child and Youth (0 – 17)</td>
<td></td>
<td>White</td>
<td></td>
<td>English</td>
<td></td>
<td>LGBTQ</td>
</tr>
<tr>
<td></td>
<td>Transition Age Youth (16 – 25)</td>
<td></td>
<td>African American</td>
<td></td>
<td>Spanish</td>
<td></td>
<td>Veteran</td>
</tr>
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<td></td>
<td>Adult (18 – 59)</td>
<td></td>
<td>Asian</td>
<td></td>
<td>Vietnamese</td>
<td></td>
<td>Foster Care Youth</td>
</tr>
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<td></td>
<td>Older Adult (60+)</td>
<td></td>
<td>Pacific Islander</td>
<td></td>
<td>Cantonese</td>
<td></td>
<td>Other (please list)</td>
</tr>
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<td></td>
<td>Unknown</td>
<td></td>
<td>Native American</td>
<td></td>
<td>Mandarin</td>
<td></td>
<td>Unknown</td>
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<td></td>
<td></td>
<td></td>
<td>Hispanic</td>
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<td>Tagalog</td>
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<td></td>
<td></td>
<td></td>
<td>Multi</td>
<td></td>
<td>Hmong</td>
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<td>Other (please list)</td>
<td></td>
<td>Russian</td>
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<td>Unknown</td>
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<td>Farsi</td>
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<td></td>
<td>Arabic</td>
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<td></td>
<td>Other (please list)</td>
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<td></td>
<td>Unknown</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section Two: CalMHSA’s Guiding Principles

All programs should leverage federal, state and local resources.

11. Please describe the types of federal, state and local resources (including in-kind resources) that your program is leveraging towards long-term program sustainability (200 words or less, bulleted lists are encouraged).

All programs should support data-driven policy and evidence-based promising and community defined practices.

12. Please describe how your program supports data-driven practices (i.e., descriptions and/or examples of evidence-based, promising and community-defined practices).
“Stakeholder” means individuals or entities with an interest in mental health services in the State of California, including but not limited to: individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness and/or their families. Stakeholder participation shall include representatives of unserved and/or underserved populations and when appropriate, family members of unserved/underserved populations.

“Unserved” means individuals who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have only emergency or crisis-oriented contact with and/or services from their County may be considered unserved.

“Underserved” means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient service to support the client’s recovery, wellness and/or resilience.

For clarifications, questions or assistance related to the completion of this quarterly report, please contact Dorthy Lebron: dlebron@earthlink.net
ATTACHMENT 7
SAMPLE MONTHLY REPORT FORMAT

1) Describe progress and status on the activities that were completed in this reporting, referencing the relevant goal, objective, and/or deliverable as outlined in the work plan.

2) Indicate any problems or difficulties identified during the month and the methods used or recommendations for resolving problems or difficulties.

3) Indicate whether the program implementation is on schedule, ahead of schedule, or delayed. If delayed, describe efforts to bring implementation back on schedule.

4) Attach and list copies of relevant materials (meeting notes; data summaries; reports, etc.)
1. PROGRAM GOAL: 

<table>
<thead>
<tr>
<th>2. OBJECTIVES</th>
<th>3. TASKS</th>
<th>4. PERFORMED BY WHOM</th>
<th>5. OUTCOME</th>
<th>6. TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
**ATTACHMENT 9**
SAMPLE LOGIC MODEL WORK SHEET

<table>
<thead>
<tr>
<th>Inputs</th>
<th>Outputs</th>
<th>Activities</th>
<th>Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>What are the existing resources available to carry out the work?</td>
<td></td>
<td>What needs to get done to make the project successful?</td>
<td>Who needs to be involved and how to carry out the work?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outcomes -- Impact</th>
<th>Short</th>
<th>Medium</th>
<th>Long</th>
</tr>
</thead>
<tbody>
<tr>
<td>What are the goals, objectives and impact of the proposed program?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Assumptions:**
What other assumptions are made as it relates to the projected success of the program?

**External Factors:**
What other external factors must be considered and what barriers need to be removed to encourage success?

Acknowledgement for the sample logic model is given to the W.K. Kellogg Foundation. For more information, please refer to:
http://www.wkkf.org/
**ATTACHMENT 10**  
**SAMPLE BUDGET FORMAT**

Budget Year __________

### PERSONNEL SERVICES

<table>
<thead>
<tr>
<th>Position Classification</th>
<th>Salary Range</th>
<th># Months or Hours</th>
<th>Percent of Time</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ _____ - $ $</td>
<td></td>
<td></td>
<td>$ _____</td>
</tr>
<tr>
<td></td>
<td>$ _____ - $ $</td>
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<td></td>
<td>$ _____</td>
</tr>
<tr>
<td></td>
<td>$ _____ - $ $</td>
<td></td>
<td></td>
<td>$ _____</td>
</tr>
<tr>
<td>Fringe Benefits (_____ %)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PERSONNEL SERVICES** $ $

### OPERATING EXPENSES

- Rent ($_____ /sq. ft. x _____ sq. ft. x _____ 12 months) $ _____
- Consultants (include formula in budget justification) $ _____
- Travel and per diem (Consultant) $ _____
- Travel and per diem (Staff) $ _____
- Telephone/FAX $ _____
- Postage $ _____
- Office Supplies $ _____
- Printing and Duplication $ _____
- Equipment (Rental, Use Allowance or Deprecation) (list type of equipment) $ _____
- Subcontractor $ _____

**TOTAL OPERATING EXPENSES** $ _____

**INDIRECT COSTS (_____% X $______)** $ _____

**TOTAL BUDGET** $ _____

**NOTE:** Line items listed are samples only. Respondent is to list those personnel and operating expenses needed to support their proposal.
ATTACHMENT 11
TERMS AND CONDITIONS

1. **Legal and Regulatory Compliance:** Contractor shall perform all Services in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards of the State of California, and applicable federal and local law.

2. **Insurance:** The Contractor must, at its sole cost and expense, obtain, keep in force, and maintain insurance listed in the Sample Services Agreement (Attachment 11, Section 10: Insurance and Indemnification).

3. **Indemnification:** The Contractor, heirs and/or approved assigns (“Indemnitor”) must indemnify, defend, and hold FCCC and its directors, officers, agents and employees (collectively “Indemnitees”) harmless from any and all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees resulting from, arising out of, or connected with (a) the performance of services or omissions relating to same under this Agreement by Contractor, Contractor’s employees, Contractor’s subcontractors, or any person or entity for whom Contractor is responsible; (b) any breach by Contractor of this Agreement; and/or (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. FCCC must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

4. **Non-Discrimination:** The Contractor shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor shall comply with all applicable federal state and/or local laws or regulations including but not limited the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor shall require non-discrimination compliance by Contractor’s employees, subcontractors, or any person or entity for which Contractor is
responsible and shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

5. **Child Support Compliance Act:** In accordance with Public Contract Code 7110, the Contractor must acknowledge that (a) it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (b) it shall fully comply with the earnings assignment orders of all employees and will provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

6. **Confidentiality:**

   6.1 Contractor must not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Contractor’s assigned duties and for the benefit of FCCC, any of FCCC’s Confidential Information, either during or after Contractor’s relationship with FCCC. Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which FCCC is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FCCC, whether or not such information is identified as Confidential Information by FCCC. This paragraph shall survive the expiration or early termination of this Agreement.

   6.2 Subject to all applicable federal state and/or local laws or regulations, the Contractor must agree that Protected Health Information (PHI), as defined in 45 CFR Section 164.501, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person. The Contractor must agree to immediately notify FCCC if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. This provision shall remain fully effective five years after termination of services to FCCC.

7. **Audits; Access to Records:** The Contractor shall make available to FCCC and CalMHSA for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to FCCC and/or CalMHSA, and shall furnish to FCCC and/or CalMHSA such other evidence or information as FCCC and/or CalMHSA may require with regard to any such expenditure or disbursement charged by the Contractor. The Contractor shall maintain full and adequate records in accordance with CalMHSA requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by the Contractor within the State of California, the Contractor shall, upon
request of FCCC and/or CalMHSA, make such books and records available to FCCC and/or CalMHSA for inspection at a location within the state or Contractor shall pay to FCCC and/or CalMHSA the reasonable, and necessary costs incurred by FCCC and/or CalMHSA in inspecting the Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. The Contractor shall provide such assistance as may be reasonably required in the course of such inspection. FCCC and CalMHSA further reserve the right to examine and reexamine said books, records and data during the three (3) year period following termination of the Agreement or completion of all work hereunder, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after FCCC makes the final or last payment or within three (3) years after any pending issues between FCCC and/or CalMHSA and the Contractor with respect to this Agreement are closed, whichever is later.

8. **Documents and Materials:** The Contractor shall maintain and make available to FCCC and CalMHSA for its inspection and use during the term of this Agreement, all Documents and Materials. Contractor agrees to provide FCCC access (with the ability to copy same) to Contractor's records arising, in any way, under this Agreement ("Records"), within five (5) calendar days of a written request for such access. Contractor will preserve Records as required by applicable federal, state or local laws, but in no event for a period of less than three (3) years from the date of final payment under this Agreement. This paragraph is deemed material to the formation of this Agreement. It is the responsibility of the Contractor to insure all documents and materials are in compliance with applicable industry regulations and standards.

9. **Advertising or Publicity:** Contractor shall not use the name of FCCC or CalMHSA, its officers, directors, employees or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of FCCC or CalMHSA in each instance.

10. **Intellectual Property:**

    10.1 Contractor agrees that any and all Services rendered and documents or other materials, inventions, processes, and/or trademarks or servicemarks first created, first developed or first produced pursuant to this Agreement ("Work Product") whether by Contractor, or any employees or subcontractors to Contractor, shall be and are Work Made for Hire pursuant to Section 201 of the United States Copyright Act of 1976, as amended (the "Copyright Act"). The copyright for all Work Product first created, first developed, or first produced as a result of this Agreement shall belong to FCCC and all rights, title, and interest in and to the Work Product first created, first developed, or first produced under this Agreement or under any subcontract shall be assigned and transferred to FCCC. This Work Made for Hire clause shall survive the expiration or early termination of this Agreement. Accordingly, without limiting the generality of the foregoing, FCCC shall be deemed to own, without any restrictions or limitations whatsoever, the sole and exclusive rights to prepare derivative works based on the Work Product and to reproduce, adapt, distribute, publicly perform and display, sublicense and otherwise exploit the Work Product and such derivative works, by any and all means and in any and all media now or hereafter known throughout the world and in perpetuity.
10.2 To the extent the Work Product is not deemed to be a Work Made for Hire, Contractor hereby irrevocably and unconditionally assigns, transfers, releases, and conveys to FCCC all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, trademark rights, and trade secret rights. To the extent the Work Product is not deemed to be a Work Made for Hire, Contractor also hereby irrevocably and unconditionally grants to FCCC and CalMHSA a non-exclusive license to use Contractor’s interest in such copyrighted work first created in the performance of this Agreement. Subject to the provisions in Section 6 (Confidentiality), such license shall grant to FCCC and CalMHSA a non-exclusive, right to publish, reproduce, distribute, use, and make derivative works of all or any part of the copyrighted work first created in the performance of this Agreement for non-commercial, research or education purposes, and may authorize others to do the same by or on behalf of FCCC or CalMHSA for non-commercial purposes. In Contractor’s contracts with subcontractors, Contractor shall expressly obligate its subcontractors to grant FCCC and CalMHSA the aforesaid license rights as to subcontractor’s Deliverables under the Agreement.

10.3 To the extent that Contractor is legally able to do so, Contractor shall grant to CalMHSA a non-exclusive license to use Contractor’s interest in such copyrighted work first created in the performance of this Agreement. Subject to the provisions in Section 6 (Confidentiality), such license shall grant to CalMHSA a non-exclusive, right to publish, reproduce, distribute, use, and make derivative works of all or any part of the copyrighted work first created in the performance of this Agreement for non-commercial, research or education purposes, and may authorize others to do the same by or on behalf of CalMHSA for non-commercial purposes. This explicitly includes the electronic copies of such copyrighted works. In Contractor’s contracts with subcontractors, Contractor shall expressly obligate its subcontractors to grant CalMHSA the aforesaid license rights as to subcontractor’s Deliverables under this Agreement.

10.4 Contractor represents and warrants to FCCC all of the following: (a) that Contractor owns and controls all the intellectual property rights for any work not first created, first developed or first produced pursuant to this Agreement, or if licensed by Contractor, Contractor has all necessary rights and licenses to grant the license and rights granted herein; trade secret know-how, moral rights or other intellectual property rights of any third party; and (b) there are no contracts which prohibit Contractor from (i) performing the Services necessary to fulfill the terms of this Agreement and (ii) licensing to FCCC all the rights granted hereunder.

10.5 If this Agreement is terminated, Contractor will promptly, upon request, provide to FCCC all Work Product prepared, in both hard and soft format. FCCC retains the right to use Work Product regardless of any disputes including but not limited to disputes over compensation.

11. **Provisions Relating to Data:**

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11.1 “Data” as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

11.2 “Generated data” is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at FCCC and/or CalMHSA expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

11.3 “Deliverable data” is that data which under terms of this Agreement is required to be delivered to CalMHSA. Such data shall be property of CalMHSA.

11.4 Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify FCCC and CalMHSA of any such contemplated action; and CalMHSA may within 30 days of said notification determine whether or not this data shall be further preserved. If it makes such a determination, CalMHSA shall pay the expense of further preserving this data. CalMHSA shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

11.5 Contractor shall use best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

12. Publication of Evaluation Data or Reports:

12.1 Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of FCCC and CalMHSA. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable. The obligations herein not to disclose is also subject to other applicable federal state and/or local laws or regulations, including but not limited to the Richard McKee Transparency Act of 2011.
12.2 Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.

12.3 If requested by FCCC or CalMHSA, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.

12.4 Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

12.5 After any data or documents submitted has become a part of the public records of CalMHSA, Contractor may at its own expense and upon written approval by CalMHSA, publish or utilize the same data or documents but shall include the following Notice:

**LEGAL NOTICE**

This report was prepared as an account of work sponsored by the California Mental Health Services Authority (CalMHSA), but does not necessarily represent the views of CalMHSA or its staff except to the extent, if any, that it has formally been approved by CalMHSA. For information regarding any such action, communicate directly with CalMHSA’s Executive Director. Neither CalMHSA, nor any officer or staff thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

13. **Disclaimer of Responsibility for Content of Contractor's Publications:** If Contractor allows members of the public to contribute to its website, blog, social media page, or other site, Contractor shall display a disclaimer substantially similar to the following:

All information, data, text, software, music, sound, photographs, video, messages, blog posts, user comments and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the individual source of said content. Individuals using this site are entirely responsible for the content they upload, post, e-mail, transmit, or otherwise make available here. [Contractor], FCCC, and CalMHSA are in no way responsible for the content
posted here, and therefore cannot guarantee its accuracy, integrity, or quality. By using this site, you may be exposed to content that is offensive or objectionable. Under no circumstances are we liable for content that includes errors or omissions, or for loss or damage of any kind incurred as a result of using this site’s content.

14. **Use of Public Funds**: Contractor, including its officers and members, shall not use funds received pursuant to the Agreement to support or pay for costs or expenses related to the following: (1) Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or (2) Lobbying for either the passage or defeat of any legislation. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

15. **Subcontracting**: Contractor may employ subcontractors in accordance with Section 12.3 of the Services Agreement. Contractor must submit a request to FCCC, and receive FCCC approval in writing prior to employing subcontractors.

16. **Law to Govern; Venue**: This Agreement shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

17. **Taxes**: The Contractor shall be solely liable for all taxes, including but not limited to personal property or use taxes, on all equipment, material, software or other property owned, leased, or otherwise used by the Contractor in performance of the contract.

18. **Termination**: FCCC shall have the right to terminate the agreement with the Contractor for any reason, without penalty, at any time by providing Contractor with written notice of the termination at least thirty (30) days in advance.
This SERVICES AGREEMENT ("Agreement") is made this __ day of ______________, ____, between the Foundation for California Community Colleges ("FCCC"), a California non-profit 501(c)(3) corporation and ________________ ("Contractor").

1. Background

FCCC is the official auxiliary foundation for the California Community College system, recognized by the Board of Governors under California Education Code § 72670.5. FCCC is the fiscal agent for the California Community Colleges Student Mental Health Program ("CCC SMHP"). FCCC receives funding for CCC SMHP via an agreement with the California Mental Health Service Authority ("CalMHSA").

Contractor agrees to perform all its duties and to comply with all federal, state, and local laws and regulations applicable to CCC SMHP, including but not limited to those identified in this Agreement.

2. Services, Deliverables

Contractor shall perform the services and meet the deliverables set forth in RFA #12-003, which in its entirety shall serve as Exhibit A (the "Services").

3. Term, Termination
3.1 **Term.** The period of this Agreement is from _____ to ____ ("Term") at which time, this Agreement will automatically terminate. Any extension to this Agreement must be in writing and signed by authorized signatories of FCCC and the Contractor.

3.2 **Termination for Convenience.** FCCC shall have the right to terminate the agreement with the Contractor, for any reason, without penalty, at any time by providing Contractor with written notice of the termination at least thirty (30) days in advance.

3.3 **Procedures at Termination.** Contractor must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. FCCC shall only be liable to Contractor for the actual amount of time Contractor devoted to performing Services pursuant to this Agreement, up until the effective date of the cancellation or as otherwise identified, in writing, by FCCC. This provision does not preclude FCCC from raising disputes concerning Contractor’s Services rendered. Contractor hereby waives any other claim for damages including but not limited to damages claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect or consequential damages arising from FCCC’s termination of this Agreement.

4. **Compensation**

4.1 **Payment.** FCCC shall compensate Contractor for Services provided under this Agreement, retaining the right to withhold payment for any unsatisfactory Services until such time as the Services are performed satisfactorily. [Time will be compensated based on the intervals/milestones as follows: _____ OR a flat fee of $___ per month OR at an hourly rate of $___ per hour.] The total not-to-exceed amount of this Agreement is $______. Payments to Contractor will be made upon receipt of an invoice itemizing costs. Any travel costs will be paid on a cost reimbursable basis at actual costs when supported by receipts and approved by the FCCC Program Director identified in section 5 (Notices).

5. **Notices**

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

**FOUNDATION:**

CCC SMHP  
Foundation for California Community Colleges  
1102 Q Street, Suite 3500  
Sacramento, CA  95811  
SMHP@foundationccc.org

**CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):**  
Contracts Manager  
Foundation for California Community Colleges
All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

6. Confidentiality

6.1 Contractor shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Contractor’s assigned duties and for the benefit of FCCC, any of FCCC’s Confidential Information, either during or after Contractor’s relationship with FCCC. Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which FCCC is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FCCC, whether or not such information is identified as Confidential Information by FCCC. This paragraph shall survive the expiration or early termination of this Agreement.

6.2 Subject to all applicable federal state and/or local laws or regulations, the Contractor must agree that Protected Health Information (PHI), as defined in 45 CFR Section 164.501, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person. The Contractor must agree to immediately notify FCCC if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. This provision shall remain fully effective five years after termination of services to FCCC.

7. Intellectual Property

7.1 Contractor agrees that any and all Services rendered and documents or other materials, inventions, processes, and/or trademarks or servicemarks first created, first developed or first produced pursuant to this Agreement (“Work Product”) whether by Contractor, or any employees or subcontractors to Contractor, shall be and are Work Made for Hire pursuant to Section 201 of the United States Copyright Act of 1976, as amended (the “Copyright Act”). The copyright for all Work Product first created, first developed, or first produced as a result of this Agreement shall belong to FCCC and all rights, title, and interest in and to the Work Product first created, first developed, or first
produced under this Agreement or under any subcontract shall be assigned and transferred to FCCC. This Work Made for Hire clause shall survive the expiration or early termination of this Agreement. Accordingly, without limiting the generality of the foregoing, FCCC shall be deemed to own, without any restrictions or limitations whatsoever, the sole and exclusive rights to prepare derivative works based on the Work Product and to reproduce, adapt, distribute, publicly perform and display, sublicense and otherwise exploit the Work Product and such derivative works, by any and all means and in any and all media now or hereafter known throughout the world and in perpetuity.

7.2 To the extent the Work Product is not deemed to be a Work Made for Hire, Contractor hereby irrevocably and unconditionally assigns, transfers, releases, and conveys to FCCC all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, trademark rights, and trade secret rights.

7.3 To the extent that Contractor is legally able to do so, Contractor shall grant to CalMHSA a non-exclusive license to use Contractor’s interest in such copyrighted work first created in the performance of this Agreement. Subject to the provisions in Section 9 (Confidentiality), such license shall grant to CalMHSA a non-exclusive, right to publish, reproduce, distribute, use, and make derivative works of all or any part of the copyrighted work first created in the performance of this Agreement for non-commercial, research or education purposes, and may authorize others to do the same by or on behalf of CalMHSA for non-commercial purposes. This explicitly includes the electronic copies of such copyrighted works. In Contractor’s contracts with subcontractors, Contractor shall expressly obligate its subcontractors to grant CalMHSA the aforesaid license rights as to subcontractor’s Deliverables under this Agreement.

7.4 Contractor represents and warrants to FCCC all of the following: (a) that Contractor owns and controls all the intellectual property rights for any work not first created, first developed or first produced pursuant to this Agreement, or if licensed by Contractor, Contractor has all necessary rights and licenses to grant the license and rights granted herein; trade secret know-how, moral rights or other intellectual property rights of any third party; and (b) there are no contracts which prohibit Contractor from (i) performing the Services necessary to fulfill the terms of this Agreement and (ii) licensing to FCCC all the rights granted hereunder.

7.5 If this Agreement is terminated, Contractor will promptly, upon request, provide to FCCC all Work Product prepared, in both hard and soft format. FCCC retains the right to use Work Product regardless of any disputes including but not limited to disputes over compensation.

8. Provisions Relating to Data:

8.1 “Data” as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical
models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

8.2 “Generated data” is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at FCCC and/or CalMHSA expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

8.3 “Deliverable data” is that data which under terms of this Agreement is required to be delivered to CalMHSA. Such data shall be property of CalMHSA.

8.4 Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify FCCC and CalMHSA of any such contemplated action; and CalMHSA may within 30 days of said notification determine whether or not this data shall be further preserved. If it makes such a determination, CalMHSA shall pay the expense of further preserving this data. CalMHSA shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

8.5 Contractor shall use best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

9. Publication of Evaluation Data or Reports

9.1 Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of FCCC and CalMHSA. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable. The obligations herein not to disclose is also subject to other applicable federal state and/or local laws or regulations, including but not limited to the Richard McKee Transparency Act of 2011.

9.2 Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.

9.3 If requested by FCCC or CalMHSA, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
9.4 Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

9.5 After any data or documents submitted has become a part of the public records of CalMHSA, Contractor may at its own expense and upon written approval by CalMHSA, publish or utilize the same data or documents but shall include the following Notice:

**LEGAL NOTICE**

This report was prepared as an account of work sponsored by the California Mental Health Services Authority (CalMHSA), but does not necessarily represent the views of CalMHSA or its staff except to the extent, if any, that it has formally been approved by CalMHSA. For information regarding any such action, communicate directly with CalMHSA’s Executive Director. Neither CalMHSA, nor any officer or staff thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

9.6 **Disclaimer of Responsibility for Content of Contractor’s Publications.** If Contractor allows members of the public to contribute to its website, blog, social media page, or other site, Contractor shall display a disclaimer substantially similar to the following:

All information, data, text, software, music, sound, photographs, video, messages, blog posts, user comments and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the individual source of said content. Individuals using this site are entirely responsible for the content they upload, post, e-mail, transmit, or otherwise make available here. [Contractor], FCCC, and CalMHSA are in no way responsible for the content posted here, and therefore cannot guarantee its accuracy, integrity, or quality. By using this site, you may be exposed to content that is offensive or objectionable. Under no circumstances are we liable for content that includes errors or omissions, or for loss or damage of any kind incurred as a result of using this site’s content.

10. **Insurance and Indemnification**

10.1 **Indemnification.** The Contractor, its/his/her heirs and/or its/his/her approved assigns ("Indemnitor") agrees to indemnify, defend, and hold FCCC and its directors, officers, agents and employees (collectively “Indemnites”) harmless from any and all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees resulting from, arising out of, or
connected with (a) the performance of services or omissions relating to same under this Agreement by Contractor, Contractor’s employees, Contractor’s subcontractors, or any person or entity for whom Contractor is responsible; (b) any breach by Contractor of this Agreement; and/or (c) Indemitor’s or Indemnites’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnites are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnites. FCCC must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnites with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnites caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnites may have under applicable law, including without limitation, the right to implied/equitable indemnity.

10.2 Insurance. Contractor, at Contractor’s sole cost and expense, will obtain, keep in force, and maintain throughout the term of this Agreement evidence of the required insurance coverage set forth below. All insurance required to be carried by Contractor and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FCCC. Contractor, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish FCCC with a properly executed Certificate(s) of Insurance, including copies of additional insured endorsement adding “Foundation for California Community Colleges, its directors, officers, and employees” to the General Liability policy. Coverages required will not limit any liability of Contractor and shall include:

A. Workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time;

B. Commercial general liability insurance with a combined single limit of no less than $1 million per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than $1 million per accident. Each policy of insurance required in subsection B shall state that not less than thirty days’ written notice shall be given to FCCC prior to cancellation; and, shall waive all rights of subrogation against the additional insured; and

C. Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the Grantee, its officers, employees, agents, independent contractors or subcontractors with limits of not less than $1 million per occurrence and $2 million aggregate.

D. Contractor shall notify FCCC in the event of material change in, or failure to renew each policy required under subsections A, B or C.

E. Prior to commencing work, Contractor shall deliver to FCCC certificates of insurance and any required additional insured endorsements demonstrating compliance with these requirements. Any failure of FCCC to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.
11. Independent Status

It is understood and agreed that Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement. Contractor is not the agent or employee of CCC SMHP in any capacity whatsoever, and CCC SMHP shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

12. General Terms

12.1 Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

12.2 Assignment and Delegation. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment by Contractor not in accordance with this paragraph will be void, at the option of FCCC.

12.3 Subcontracting Conflicts. Contractor may not employ subcontractors, unless provided Contractor submits a request to FCCC to employ subcontractors and FCCC approves said request in writing. All subcontracts approved by FCCC and entered into by Contractor with an approved subcontractor shall the provisions in Section 7 (Intellectual Property). Notwithstanding the foregoing, Contractor will not hire any current or past employee of FCCC to perform any Services covered by this Agreement. Contractor represents and warrants that to the best of its/his/her knowledge, there exists no actual or potential conflict between Contractor’s family, business, or financial interests and FCCC or the Services provided under this Agreement. Contractor agrees to promptly disclose, in writing, to the FCCC Contract Contact listed under Section 5 (Notices) above any actual or potential conflicts of interests.

12.4 Legal and Regulatory Compliance. Contractor shall perform all Services in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards of the State of California, and applicable federal and local law.

12.5 Non-Discrimination. The Contractor shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor shall comply with all applicable federal state and/or local laws or regulations including but not limited the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in
Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor shall require non-discrimination compliance by Contractor’s employees, subcontractors, or any person or entity for whom Contractor is responsible and shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12.6 Child Support Compliance Act. In accordance with Public Contract Code 7110, the Contractor must acknowledge that (a) it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (b) it shall fully comply with the earnings assignment orders of all employees and will provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12.7 Audits; Access to Records. The Contractor shall make available to FCCC and CalMHSA for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to FCCC and/or CalMHSA, and shall furnish to FCCC and/or CalMHSA such other evidence or information as FCCC and/or CalMHSA may require with regard to any such expenditure or disbursement charged by the Contractor. The Contractor shall maintain full and adequate records in accordance with CalMHSA requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by the Contractor within the State of California, the Contractor shall, upon request of FCCC and/or CalMHSA, make such books and records available to FCCC and/or CalMHSA for inspection at a location within the state or Contractor shall pay to FCCC and/or CalMHSA the reasonable, and necessary costs incurred by FCCC and/or CalMHSA in inspecting the Contractor’s books and records, including, but not limited to, travel, lodging and subsistence costs. The Contractor shall provide such assistance as may be reasonably required in the course of such inspection. FCCC and CalMHSA further reserve the right to examine and reexamine said books, records and data during the three (3) year period following termination of the Agreement or completion of all work hereunder, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after FCCC makes the final or last payment or within three (3) years after any pending issues between FCCC and/or CalMHSA and the Contractor with respect to this Agreement are closed, whichever is later.

12.8 Documents and Materials. The Contractor shall maintain and make available to FCCC and CalMHSA for its inspection and use during the term of this Agreement, all Documents and Materials. Contractor agrees to provide FCCC access (with the ability to copy same) to Contractor’s records arising, in any way, under this Agreement ("Records"), within five (5) calendar days of a written request for such access. Contractor will preserve Records as required by applicable federal, state or local laws, but in no
event for a period of less than three (3) years from the date of final payment under this Agreement. This paragraph is deemed material to the formation of this Agreement. It is the responsibility of the Contractor to insure all documents and materials are in compliance with applicable industry regulations and standards.

12.9 Advertising or Publicity. Contractor shall not use the name of FCCC or CalMHSA, its officers, directors, employees or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of FCCC or CalMHSA in each instance.

12.10 Use of Public Funds. Contractor, including its officers and members, shall not use funds received pursuant to the Agreement to support or pay for costs or expenses related to the following: (1) Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or (2) Lobbying for either the passage or defeat of any legislation. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

12.11 Taxes. The Contractor shall be solely liable for all taxes, including but not limited to personal property or use taxes, on all equipment, material, software or other property owned, leased, or otherwise used by the Contractor in performance of the contract.

12.12 Debarment and/or Suspension. Contractor shall comply with Executive Order 12549, Debarment and Suspension. Contractor represents and warrants that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

12.13 Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between FCCC and Contractor regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FCCC and Contractor regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FCCC and Contractor regarding such subject matter. [If there are exhibits: To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.]

12.14 Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
12.15 **Law to Govern; Venue.** This Agreement shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

12.16 **Taxpayer Identification.** A Federal Form W-9, Request for Taxpayer Identification number and Certification must be completed by Contractor immediately following execution of this Agreement and shall thereafter be promptly transmitted to FCCC.

12.17 **Time of the Essence.** Time is of the essence with respect to all provisions of this Agreement.

12.18 **Construction of Agreement.** Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

12.19 **Execution of this Agreement.** The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

12.20 **Authority to Bind.** The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement. Authorized signatories of FCCC two (2) signatories both of which must be the CEO, CFO or a Vice President regardless of the dollar value, must sign this Agreement, any amendment or modification thereto, for it to be authorized and valid.

12.21 **Severability.** If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

12.22 **Non-waiver.** The failure of either FCCC or Contractor, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FCCC must be in writing.

[Signature Page to Follow]
THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CONTRACTOR

By: ____________________________
Print Name: ___________________
Title: _________________________
Date: __________________________

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: ____________________________
Print Name: ___________________
Title: _________________________
Date: __________________________

___________ & COMPANY – second signature, if required

By: ____________________________
Print Name: ___________________
Title: _________________________
Date: __________________________

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: ____________________________
Print Name: ___________________
Title: _________________________
Date: __________________________