

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: MEASURE X-TRUECARE-PUZZLING MINDS

THIS AGREEMENT, dated July 1, 2026 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and NORTH COUNTY HEALTH PROJECT INC. DBA TRUECARE, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. The project is more particularly described as follows:

CONSULTANT will operate Puzzling Minds for a minimum of one-hundred (100) middle-school students, ages 10-14, in Oceanside from July 1, 2026 through June 30, 2026 as described in the Scope of Work attached hereto and incorporated herein as Attachment A;

CONSULTANT will recruit underrepresented, culturally diverse students and their families from Lincoln Middle School, Jefferson Middle School and Cesar Chavez Middle School;

CONSULTANT will host tabling events to engage a minimum of four-hundred-fifty youth, providing education and resources;

CONSULTANT will facilitate workshops focused on building social-emotional skills and covering such topics as: communication, stress management, trauma awareness, mindfulness, emotional regulation, and healthy social media use;

CONSULTANT will continue to engage cohort graduates as "Puzzle Masters" to provide peer education and leadership opportunities;

CONSULTANT will make direct referrals to TrueCare behavioral health services for students who exhibit a need for a higher level of care;

CONSULTANT will conduct two (2) structured parent and caregiver engagement events focused on youth mental health awareness, early identification of warning signs, and communication strategies at home;

CONSULTANT will submit monthly invoices for authorized grant expenses to the Grant Coordinator with supporting documentation for any expenses claimed by the 15th of the following month;

CONSULTANT will submit a quarterly report to the Grant Coordinator with information about the participants including: number of youth attending; demographics (age, race/ethnicity, income levels, etc.); projects/activities/field trips; surveys/testimonials; partner referrals, and any successes or barriers to program implementation, due no later than the 15th of following month;

CONSULTANT and its participants agree to participate in all Youth Services

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evaluation requirements and activities;
CONSULTANT will attend monthly OCSP meetings;

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

 - 4.2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
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General limit project specific aggregate	\$ 4,000,000
<u>Automobile Liability Insurance</u>	\$ 2,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

CONSULTANT is required to carry Sexual Misconduct coverage on their general liability insurance when working with youth under the age of eighteen (18)

- 4.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6** CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8** CONSULTANT shall provide a substitute Certificate of Insurance no later than

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thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

5. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

6. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of Thirty-thousand Dollars (\$30,000) as described in the program budget attached hereto and incorporated herein as Attachment B. CONSULTANT agrees to submit all invoices for payment no later than the fifteenth (15th) of the following month.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

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7. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY by June 30, 2027. All final reports shall be submitted no later than thirty (30) days after end of term or July 30, 2027.
8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
9. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

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- 11. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

- 12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

NORTH COUNTY HEALTH PROJECT
DBA TRUECARE

CITY OF OCEANSIDE

By: _____
Michelle D. Gonzalez, MBA, President & CEO

By: _____
Jonathan Borrego/City Manager

By: _____
Name/Title

APPROVED AS TO FORM:

City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

SCOPE OF WORK

Organization: TrueCare
Program: Puzzling Minds
Primary Contact: Elizabeth Ayala
Funding Source: Measure X
Contract Term: July 1, 2026-June 30, 2027

Narrative:

TrueCare's Puzzling Minds program will serve middle school youth ages 10-14 in Oceanside, with a primary focus on students attending César Chávez Middle School, Jefferson Middle School, and Lincoln Middle School, as well as youth connected through local community-based sites such as the Boys & Girls Clubs of Northwest San Diego and the John Landes Resource Center. The program is designed to engage approximately 100 adolescents annually, with a particular emphasis on youth from underserved communities who may be impacted by factors such as economic hardship, exposure to violence, limited access to resources, and language barriers. Many participants are from Hispanic/Latino backgrounds and face increased risk for behavioral health challenges, making early prevention and intervention critical.

The Program:

Puzzling Minds is a structured, three-tiered, before- and after-school program that provides varying levels of engagement based on student need. Tier 1 includes broad outreach through back-to-school events, on-campus tabling, and community events to raise awareness and connect students and families to services, including at least six behavioral health activity booths hosted throughout the school year. Tier 2 consists of targeted workshop-based cohorts for enrolled students, delivered in small group settings once per week for six weeks, with each session lasting approximately one hour. These workshops follow a five-step, interactive model and focus on building socialemotional skills, including communication, stress management, trauma awareness, mindfulness, emotional regulation, and healthy social media use. Additional structured learning opportunities include at least two stress management and/or conflict resolution workshops designed to strengthen coping skills and improve overall well-being.

Parents and caregivers are engaged through at least two parent engagement events, as well as program showcases and resource-sharing opportunities to reinforce learning at home. Tier 3 provides individualized support for students who need additional assistance, including warm handoffs to TrueCare's behavioral health services for ongoing care.

In addition to Puzzling Minds, TrueCare will continue to implement Puzzle Masters, an extension of the program that deepens engagement for youth who are ready to take on leadership roles. Puzzle Masters participants build on the foundational skills learned in

Puzzling Minds by developing leadership, mentorship, and advocacy skills, including serving as peer role models, supporting group activities, and participating in at least two dedicated leadership workshops focused on mental health advocacy, public speaking, and peer engagement. Participants will also have opportunities to engage with guest speakers, including community leaders and mentors who reflect their lived experiences and provide guidance on resilience and goal setting. To support consistent participation and recognize their time and contributions, Puzzle Masters participants will receive a modest stipend, which helps reduce barriers to engagement and encourages sustained involvement.

Services will be delivered throughout the school year, with multiple cohorts running simultaneously across partner schools, as well as community-based sites. Each site will host at least three cohorts annually, meeting weekly, and serving approximately 100 youth ages 10-14 across priority neighborhoods. Recruitment will occur through close collaboration with school staff, community liaisons, and local partners, ensuring strong participation and alignment with student needs. Program implementation will be continuously informed by stakeholder feedback, pre- and post-surveys, and ongoing evaluation to ensure services remain responsive, effective, and grounded in the needs of the communities served.

Each Puzzling Minds cohort runs for six weeks with one-hour sessions each week. It is estimated that the average individual will participate for six hours, plus additional time outside of these hours if they opt into the Puzzle Masters component.

Tier 1: Universal Prevention and Schoolwide Engagement

- Back-to-school outreach events to introduce mental health resources to students and families
- On-campus informational tabling throughout the academic year to normalize help-seeking and reduce stigma
- Participation in school and community events to increase visibility of behavioral health supports
- Psychoeducational messaging focused on emotional wellness, stress management, and resilience-building
- Distribution of culturally and linguistically appropriate materials for students and caregivers

Tier 2: Early Intervention and Skill-Building Supports

- Facilitation of structured group workshops focused on topics such as emotional regulation, coping skills, stress reduction, peer relationships, and self-esteem
- Delivery of six behavioral health activity-based workshops that incorporate interactive, developmentally appropriate engagement strategies for youth
- Targeted small-group sessions for students identified by school staff as exhibiting early signs of distress or social-emotional challenges
- Coordination with school personnel to ensure alignment with existing student support teams and frameworks

Tier 3: Individual Support and Care Connection

- Individual check-ins for students needing higher-touch emotional support
- Warm handoffs and direct referrals to TrueCare behavioral health services or external specialty providers when clinically indicated
- Care coordination support to reduce barriers to accessing ongoing treatment, including appointment navigation and follow-up engagement
- Crisis-informed referral pathways in collaboration with school counselors and wellness teams
- Family and Caregiver Engagement
- Two structured parent and caregiver engagement events focused on youth mental health awareness, early identification of warning signs, and communication strategies at home
- Education on available community resources and how to access behavioral health services
- Culturally responsive engagement strategies designed to build trust and reduce stigma among families who may be hesitant to seek care

Goal/Metrics

TrueCare will implement a comprehensive program evaluation plan for Puzzling Minds beginning on the first day of the contract (July 1, 2026) and continuing through the final day of the contract (June 30, 2027). The evaluation framework is designed to measure program implementation fidelity, participant engagement, and behavioral health outcomes for Oceanside youth, while also ensuring alignment with City of Oceanside reporting requirements and continuous quality improvement.

Data Collection

TrueCare will collect both quantitative and qualitative data to evaluate program effectiveness at the program and participant levels. Data sources will include:

- Participant enrollment and demographic data (age, grade level, school site, gender, race/ethnicity, etc.)
- Attendance and/or participation records for all Tier 1, Tier 2, and Tier 3 services
- Number and type of outreach events, workshops, and group sessions delivered
- Pre- and post-assessments for behavioral health knowledge and coping skills
- Student self-reported measures of emotional well-being, stress management, and help-seeking confidence
- Referral tracking data, including warm handoffs to behavioral health services and completion of referrals
- Caregiver participation and engagement in family events
- Staff and school partner feedback on program implementation and student impact

Goal, Benchmarks & Outcomes

Goal 1: Increase access to early behavioral health education and supports

- **Benchmark:** Deliver Tier 1 outreach activities at all participating school sites throughout the academic year

- **Outcome:** Increased awareness of behavioral health resources among students and families

Goal 2: Improve youth mental health literacy and coping skills

- **Benchmark:** At least 75% of participating students demonstrate improved posttest scores on mental health knowledge and coping strategies

- **Outcome:** Increased student ability to identify emotions, use coping strategies, and seek help appropriately

Goal 3: Increase early identification and connection to services

- **Benchmark:** All students identified as needing additional support are offered Tier 3 referral and warm handoff within an established timeframe

- **Outcome:** Increased timely connection to behavioral health care and reduced barriers to access

Goal 4: Strengthen family engagement in youth mental health

- **Benchmark:** Conduct at least two Parent Showcase events annually with documented participation

- **Outcome:** Increased caregiver awareness of youth mental health needs and available resources

Goal 5: Promote sustained engagement in programming

- **Benchmark:** Maintain consistent student participation rates across Tier 2 group sessions and Puzzle Masters activities

- **Outcome:** Improved continuity of engagement and peer-supported program participation

Evaluation Tools

TrueCare will use validated and developmentally appropriate tools to measure program impact, including:

- Brief standardized pre/post surveys assessing mental health literacy, coping skills, and stigma reduction

- Strengths-based youth self-assessments focused on emotional regulation and resilience

- Attendance and participation tracking tools

- Referral and care coordination tracking logs maintained by program staff

- Structured feedback forms for students, caregivers, and school partners

These tools will be used consistently across all participating Oceanside middle school sites to ensure data comparability and program fidelity.

Program success will be defined by increased student engagement in behavioral health programming, measurable improvements in emotional wellness and coping skills, increased help-seeking behaviors, and successful linkage to ongoing services when needed. Success will also be demonstrated by strong school partnership satisfaction and sustained participation across all tiers of the program model.

Follow-Up and Long-Term Impact

TrueCare will implement structured follow-up procedures to assess longer-term outcomes of program participation. Students who receive Tier 2 or Tier 3 services will be tracked for continued engagement and referral completion. Where appropriate and with consent, follow-up outreach may occur to assess ongoing service utilization and sustained behavioral health improvements. Additionally, TrueCare will participate in City-directed or independent evaluation processes as required to support broader system-level understanding of youth behavioral health needs in Oceanside. Participation in monthly Oceanside Community Safety Partnership meetings will further ensure alignment with community priorities and allow for ongoing sharing of trends, outcomes, and lessons learned.

TrueCare will submit all required reports to the City of Oceanside, including documentation of scope of work activities, demographics, budget, program activities, enrollment, attendance, and invoices.

City of Oceanside -TrueCare

Program Budget

Agency: TrueCare

Program: Puzzling Minds

Contract Period: July 1, 2026 through June 30, 2027

Measure X Program Award

Contract Budget

Budget Line Item

Operations

Puzzling Minds

\$ 30,000.00

Total:

\$ 30,000.00

*A detailed budget will be provided before 7/1/2026

