

D. Wellness Solutions Program Contract

Recommendation: Authorize the Chief of Police to execute the Wellness Solutions Program contract between Cathedral City Police Department and WorkCare, Inc. for the wellness program in an amount not to exceed \$30,000.00.



BOARD OF STATE AND COMMUNITY CORRECTIONS



DATE: December 21, 2022
TO: Police Chiefs and Sheriffs
FROM: Linda Penner, Chair
SUBJECT: OFFICER WELLNESS AND MENTAL HEALTH GRANT AWARD

I am pleased to let you know that the BSCC has begun processing the Officer Wellness and Mental Health grants, which were included in the Budget Act of 2022. All eligible law enforcement agencies will receive their payment by February 15, 2023. This memorandum provides further information about the purposes of the grant, and requests your assistance in identifying the person in your agency who will be responsible for required data reporting.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

For further information about this funding and to identify the amount of funding allocated to your agency, please visit the Board of State and Community Corrections' webpage for the Officer Wellness and Mental Health Grant available at <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>.

Provision 2 of the Budget Act requires each grant recipient to submit an expenditure report and a final impact report no later than December 1, 2025. Additionally, grant recipients will submit a brief annual expenditure report. Reports will be provided to the Commission on Peace Officer Standards and Training (POST). Detailed information regarding reporting requirements and reporting requirement webinars will be sent out in early 2023.

Please send the name and email address of the individual(s) within your agency who will be responsible for the implementation and reporting requirements for this grant to OfficerWellnessGrant@bscc.ca.gov by February 28, 2023 so they may receive additional information regarding detailed reporting requirements, webinars, and deadlines.

If you have any questions regarding this funding distribution, please email OfficerWellnessGrant@bscc.ca.gov and a BSCC staff member will respond.

Sincerely,

A handwritten signature in black ink, appearing to read 'Linda Penner', with a stylized flourish at the end.

LINDA PENNER
Chair
Board of State & Community Corrections

Officer Wellness and Mental Health Grant Program Frequently Asked Questions (FAQs)

Updated: 02/14/23

Grant Overview

1. Where can I find information about the Officer Wellness and Mental Health grant program?

Information is available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage: <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>.

2. Who is administering the grant funds?

The BSCC, as established in the Budget Act of 2022 (Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001), will administer the funds allocated for the Officer Wellness and Mental Health grant program.

3. Who is eligible to receive these funds?

The Officer Wellness and Mental Health grant funding is limited to agencies employing officers described in Penal Code section 830.1 based on a schedule developed by the Department of Finance.

(https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PEN&division=&title=3.&part=2.&chapter=4.5.&article=)

4. How were eligible agencies notified of this grant award?

On December 21, 2022, a memorandum was sent to all police chiefs and sheriffs from the BSCC Chair, Linda Penner notifying each agency of the grant award. The memo also included the grant criteria and a copy of the funding distribution list.

5. How many agencies are receiving funds?

There are 394 agencies receiving funds from this grant program.

6. How much will my agency receive?

All eligible law enforcement agencies will receive a portion of the funds based on the number of eligible officers as described in Penal Code section 830.1. The funding allocation schedule is accessible on the Officer Wellness and Mental Health Grant program webpage and includes the amount each agency will receive.

(<https://www.bscc.ca.gov/wp-content/uploads/BSCC-Distribution-Officer-Wellness-2022-post.pdf>)

7. When will these funds be available?

The BSCC will distribute grant funds at the beginning of 2023, no later than February 15, 2023.

8. How will the grant funds be distributed?

Funds for the total amount of the grant award will be issued directly to each eligible law enforcement agency via a warrant (check) from the State Controller's Office (SCO).

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9. How will we know the check is for this grant?

The paystub of the warrant (check) will reference Officer Wellness or Officer Wellness and Mental Health Grant. In addition, the amount of the warrant will match the award amount specified for the respective agency on the funding distribution schedule. (<https://www.bscc.ca.gov/wp-content/uploads/BSCC-Distribution-Officer-Wellness-2022-post.pdf>)

10. Are award funds being distributed as a lump sum or on a reimbursement basis?

The awarded funds are being distributed as a lump sum, upfront at the beginning of the grant.

11. What is the grant period or the term of the grant?

The grant period is from July 01, 2022, to December 01, 2025. All grant funds must be expended by the recipient within the grant period.

The technical start date of the grant term aligns with the effective date of Budget Act of 2022 (Assembly Bill 178, Chapter 45, Statutes of 2022) that made appropriations for the 2022-2023 fiscal year.

12. Are there any requirements to participate in this grant program?

Yes. Participating agencies must submit a final impact and expenditure report to the BSCC on how the funding was used and a description of the impact of the resources. The BSCC shall provide these reports to the Commission on Peace Officer Standards and Training (POST) and to any designated evaluation entities to assist in their efforts to develop statewide resources and practices related to officer wellness.

See #37 below for more information about reporting requirements. Additional details about the reporting requirements are also available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage:

<https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>. Scroll down to the Reporting Requirements section.

13. Is a formal grant agreement (Standard Agreement, form STD 213) required to be executed before funds can be spent?

No.

14. What is the process for making purchases?

Each grantee should refer to their respective city or county procurement policies and procedures and follow generally accepted accounting principles.

15. What is the last date the funds can be spent?

The last date the agency may spend grant funds is on December 01, 2025, the end of the grant period. It's also the same date the final report is due. Funds may not be

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encumbered on this date for payment on a future date. Final checks or transactions must be issued on or before December 01, 2025.

16. Are these the same funds as those being administered by POST?

No. Although the BSCC is working with the Commission on Peace Officer Standards and Training (POST), funding for this grant program is concurrent with, but separate and distinct from wellness funding received and administered by POST.

Grantees are eligible to apply for additional support, guidance, and resources through POST, referred to as the POST Organizational Wellness and Resilience (POWR) program. See #35 below for more details.

Use of Funds

17. What can these funds be used for?

These funds are designed to improve officer wellness and expand mental health sources. Per the statute, the funding may be used for any of the following purposes:

- Establishing or expanding officer wellness units*
- Establishing or expanding peer support units*
- Services provided by a licensed mental health professional, counselor or other professional that works with law enforcement*
- Expanding multiagency mutual aid programs focused on officer wellness and mental health*
- Other programs and services that are evidence-based or have a successful track record of enhancing officer wellness*

18. The criteria for the use of funds are very broad. Are there any other details that can be provided that give more specific information about these five areas?

The five allowable uses are broad in nature. This was by design so that each grantee could determine how to utilize the funds to best meet the needs of the peace officers within their respective agency.

19. Are officer wellness units and peer support units one in the same with different titles?

Officer wellness units are most often different from peer support units; however, one may be a subcomponent of the other. If that is the case, peer support units or programs would likely be a subcomponent of a comprehensive officer wellness unit.

20. Does the BSCC review the proposed expenditures before they are made to either approve or deny them?

No. The BSCC will provide guidance and technical assistance for grantees, but the BSCC will not approve specific expenditures. If an agency has questions or concerns about the types of expenses that may be applicable or allowable, we

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recommend consulting with your city attorney or county counsel to ensure funds are expended in accordance with applicable law(s).

21. What is the definition of “officer wellness”?

“Officer wellness” means the consideration of the physical, emotional, or mental condition or wellbeing of an officer. Officer wellness programs are services or programs that are intended to support or improve the physical, emotional, or mental condition or wellbeing of an officer.

22. Are there resources about programs and services that are evidence-based or have a successful track record of enhancing officer wellness?

Yes. Many of the resources listed on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage, contain research information and lessons learned, as well as highlight programs with successful outcomes.

(<https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>)

23. Can grant funds be used to support non-sworn department or agency staff?

No. This grant is restricted to programs and services to support peace officers as defined by Penal Code (PC) section 830.1. (<https://codes.findlaw.com/ca/penal-code/pen-sect-830-1/>)

24. Does this grant just have to do with mental health?

No, this grant is applicable for officer wellness and/or peer support programs or services that deal with physical, emotional, and/or mental health.

25. Is this grant just for training?

No, but it may include training. See #26 below for more details.

26. Can grant funds be spent on training?

Yes. Training may be allowable if the training is for establishing or expanding officer wellness or peer support units or for expanding multiagency mutual aid programs focused on officer wellness and mental health. Training may also be allowable if it is a direct program or services being provided to peace officers by a licensed mental health professional, counselor or other professional that works with law enforcement or if it is a direct program or service that is evidence-based or has a successful track record of enhancing officer wellness.

27. Can this funding be used for staffing costs?

Grant funds may be used for staffing costs for the purpose of establishing or expanding an officer wellness and/or a peer support unit, for expanding multiagency mutual aid programs focused on officer wellness and mental health, or for providing programs and services that are evidence-based or have a successful track record of enhancing officer wellness as long as supplanting does not occur. Grant funds should not be used to backfill for officers receiving services.

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28. Does this grant allow us to purchase equipment for our Officer Wellness Program?

Yes, the purchase of equipment may be an allowable expense as long as it is for establishing or expanding officer wellness or peer support units or if it is for the provision of programs and services that are evidence-based or have a successful track record of enhancing officer wellness.

29. Can these funds be used to replace or add fitness equipment in the gym at our headquarters?

Yes, as long as the fitness equipment is to establish or expand an officer wellness unit or to provide a program or services that is accessible to peace officers defined in PC 830.1 and is evidence-based or has a successful track record of enhancing officer wellness.

30. Can grant funds be used for gym memberships, yoga classes, or wellness activities?

Yes, as long as the gym memberships, yoga classes, or wellness activities are evidence-based or have a successful track record of enhancing officer wellness.

31. Can these grant funds be used to supplant other funds?

No, supplanting is strictly prohibited for all BSCC grant funds.

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. For additional information, refer to the BSCC Grant Administration Guide: <https://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2020-Final.pdf>.

32. What happens if our agency has not used all the grant funds by the conclusion of the grant, by December 1, 2025?

Any remaining funds at the conclusion of the grant must be returned to the BSCC by 12/31/25. Those unspent funds will then be returned to the state's general fund.

33. We don't have an officer wellness unit or program. Are there any resources that would be helpful as we look to establish or expand an officer wellness program?

*To get you started, a few resources are available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage:
<https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>.*

34. Where can we go to get guidance on establishing a wellness program specifically for peace officers?

The POST/University of California, San Diego (UCSD) POWR program team is available to provide guidance and programming to support to agencies that receive funding from the BSCC for the Officer Wellness and Mental Health grant. If

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Annual Report: *Recipients of the funds will submit a brief, annual expenditure report. Annual reports are due by December 1st of each calendar year – December 01, 2023, and December 01, 2024. The last annual report will be the final report due December 01, 2025.*

Final Report: *By December 01, 2025, recipients will submit a final impact and expenditure report describing how the funding was used and the impact of the resources on the officers who received the services and/or benefits from the grant funding.*

Individuals Responsible for Implementation and Reporting Requirements: *By February 28, 2023, please send an email to OfficerWellnessGrant@bscc.ca.gov with the contact information of the individual(s) within your agency who will be responsible for implementation and reporting requirements for this grant, so they can be included on the email list for upcoming webinars and reminders related to the Officer Wellness and Mental Health Grant.*

Additional details about the reporting requirements are available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage: <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>. Scroll down to the Reporting Requirements section.

38. Who will be notified about how the agencies spent their grant funds?

The information received from the grantees will be provided to the Commission on Peace Officer Standards and Training (POST) and to any designated evaluation entities to assist in their efforts to develop statewide resources and practices related to officer wellness.

Retention of Records

39. What records must be retained for the grant expenditures? For how long?

Maintain records and documentation that support all expenditures in accordance with your agency's document retention policy, but no less than for the duration of the grant period plus three years.

Questions or Technical Assistance

40. Who do I contact if I have questions or require technical assistance related to the Officer Wellness and Mental Health grant?

Please email the OfficerWellnessGrant@bscc.ca.gov with your questions or assistance needs and a BSCC staff member will respond to assist you.

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interested, POST encourages you to email them for more information: POWR@post.ca.gov. Also, see #33 above for more resources.

POST Resources

35. Does POST have any resources for officer wellness?

Yes. The Commission on Peace Officer Standards and Training (POST) also received funding for officer wellness, which is being implemented concurrent with, but distinct from, the Officer Wellness and Mental Health grant. Grantees are eligible to apply for additional guidance, support, and resources through POST, referred to as the POST Organizational Wellness and Resilience (POWR) Program.

Agencies will not receive any monetary disbursements from the POWR Program. POWR is designed to provide resources and services to agencies looking to create a wellness program or enhance their current offerings.

Agencies interested in applying for the POWR Program can access the application form on the POST website: <https://post.ca.gov/POST-Organizational-Wellness-and-Resilience-Program-Application>. POWR Program funding is to be used for innovative approaches to officer wellness programming and partnerships with subject matter experts and relevant community-based organizations. This funding shall be disbursed pursuant to the following:

- Optimize the physical, emotional, and mental health of law enforcement professionals*
- Emphasize the intersection of officer wellness, procedural justice, and community relations*
- Evaluate outcomes based on a framework which includes qualitative, quantitative, or biometric measurements*

36. What type of training courses does POST offer for officer wellness?

POST offers a variety of training courses for law enforcement professionals. Available training courses are listed on the POST Organizational Wellness and Resilience webpage: <https://post.ca.gov/Wellness>. Available courses can also be found in the POST course catalog: <https://catalog.post.ca.gov/Default.aspx>.

Reporting Requirements

37. If my agency receives these funds, what are our reporting responsibilities?

Grant recipients are required to submit annual reports and a final report. The BSCC will host webinars in early 2023 to provide detailed instructions on the reporting requirements.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of the **22nd day of May, 2024** by and among **WorkCare, Inc.**, having its main place of business at 300 South Harbor Boulevard, Suite No. 410, Anaheim, California 92805; and **Cathedral City Police Department**, having a place of business at 68700 Avenida Lalo Guerrero, Cathedral City, CA 92234. (herein after called "Company").

RECITALS

- A. WorkCare, Inc. provides occupational health, safety and wellness programs for employers including, but not limited to, educational and prevention programs, risk management, drug and alcohol testing, incident intervention, case management, medical surveillance, and OSHA compliance.
- B. WorkCare, Inc., also provides physical exams, medical care, and medical consulting services in conjunction with the occupational health and safety services provided to employers.
- C. Company desires WorkCare, Inc. (hereinafter "WorkCare") to provide occupational health, safety and wellness services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DUTIES AND RESPONSIBILITIES OF WORKCARE

- 1.1 **General Description of Services.** Company hereby engages WorkCare to provide and perform those services described in Exhibit A (Scope of Work), which is attached hereto and incorporated herein by reference. WorkCare agrees that it will perform the services to be provided in a timely fashion and in compliance with all applicable federal, state, and local laws and regulations, and in accordance with standard medical practices and protocols. WorkCare hereby accepts such engagement and agrees to furnish to Company such services.
- 1.2 **Maintenance of Records.** WorkCare shall maintain only electronic records as are necessary to support its rendering of Services hereunder. WorkCare shall retain and manage all electronic medical records of Company in compliance with all applicable federal, state, and local laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and 29 C.F.R. 1910. After termination of this Agreement and upon written request from Company's employees to obtain their own medical records, WorkCare shall deliver electronically all related medical records to the requesting employee at the cost of transmitting electronic records.
- 1.3 **Additional Services.** Company may request WorkCare to perform additional services not set forth in Exhibit A by submitting a written work statement to WorkCare for the services desired. WorkCare shall have the right, in its sole discretion, to accept or reject such request. WorkCare shall notify Company within fifteen (15) days of receipt of the request whether the request is accepted or rejected. If the request is accepted, WorkCare shall notify Company of the charges for such services and WorkCare shall not perform any such additional services until Company agrees in writing to pay such charges.

2. RELATIONSHIP OF PARTIES AS INDEPENDENT CONTRACTORS

In the performance of the duties and obligations described hereunder, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other. Nothing contained herein shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties to this Agreement, it being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Accordingly, WorkCare shall have the right to exercise control, direction, or supervision over the methods and means by which WorkCare shall perform the duties and responsibilities of WorkCare as set forth in this Agreement. No party hereto, nor any other person performing services on behalf of any party pursuant to this Agreement, shall have any right or claim against any other party under this Agreement for withholding payment of taxes, workers' compensation, unemployment compensation, health benefits, disability benefits, vacation pay, sick leave, retirement benefits, Social Security benefits, or any other employee benefits of any kind. Each party shall indemnify and hold the other harmless from any and all loss or liability arising with respect to such payments, withholdings and benefits, if any.

3. INSURANCE

Company and WorkCare shall each obtain and maintain, during the Term of this Agreement and any renewal thereof, at its own expense, commercial general liability insurance (policy limits \$1,000,000 per occurrence and \$2,000,000 aggregate) and workers compensation insurance to insure it and its employees against liability for any damages directly or indirectly related to the performance of any activities or the use of any property.

4. INDEMNIFICATION

4.1 Each party shall indemnify, hold harmless and defend the other party, its officers, directors, shareholders, employees, agents, attorneys, and representatives from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including, but not limited to, reasonable attorneys' fees and costs) to the extent caused by or arising out of (a) the negligence or willful misconduct of the indemnifying party, its employees, agents, or representatives, or (b) the indemnifying party's breach of any provision of this Agreement.

4.2 Section 4 shall survive termination of this Agreement.

5. COMPENSATION

Company shall pay WorkCare, and WorkCare shall accept, as payment in full for providing the Services as described in Exhibit A, such compensation as set forth in Exhibit B which is attached hereto and made a part hereof. WorkCare shall bill Company monthly for services provided during the immediately preceding month and as outlined in Exhibit B, except in the case of services provided under a retainer. Services provided under retainer will be billed immediately in advance of the period when the services are to be provided. Company shall have thirty (30) days following the receipt of the invoice to raise any objections to the charges stated therein. Company shall identify the reason for the objection and shall pay the undisputed portion of the invoice in accordance with the payment terms. Company shall pay the disputed amount within ten (10) business days of resolution. If no objection is made within thirty (30) days, the parties agree that Company has accepted the charges and all objections to the charges will be deemed waived. Company shall pay WorkCare the charges set forth in the invoice no later than thirty (30) days

following the receipt of the invoice. If any undisputed charges remain unpaid sixty (60) days after the invoice receipt date, a late payment fee, of one and a half percent (1.5%) per month or to the greatest extent permitted by applicable law, will be charged on the unpaid balance. Payments received will be applied first against late fees and then to the outstanding charges for services rendered. All payments shall be made in United States dollars. WorkCare reserves the right, at its option and upon notice to Company, to suspend the performance of services hereunder until payment has been received and account is considered current. WorkCare also reserves the right to terminate this Agreement for failure to make such payment(s). Suspension or termination of services for non-payment shall not be deemed, construed or interpreted as a breach of this Agreement. As a result, Company agrees it will not raise any claim resulting from such action by WorkCare.

6. **TERM**

The "Term" of the Agreement shall be for a one (1) year period commencing **June 1, 2024** through **June 30, 2025** and may be renewed upon the mutual written agreement of the parties unless sooner terminated as provided in Article 7 of this Agreement.

7. **TERMINATION**

This Agreement shall run for the Term unless earlier terminated as provided herein.

7.1 **Mutual Agreement.** This Agreement may be terminated at any time upon the written mutual consent of the parties.

7.2 **Termination Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

7.3 **Termination With Cause.** Either party may terminate this Agreement with cause, which shall be defined as a breach of this Agreement. In the event of a breach, the nonbreaching party shall give written notice to the breaching party identifying the breach, and the breaching party shall have fifteen (15) days from the date of such notice to cure such breach. If the breaching party fails to cure the breach within the stated time period, the nonbreaching party shall so notify the breaching party and this Agreement shall terminate immediately following the notice of failure to cure the breach.

7.4 **Automatic Termination.** Notwithstanding anything to the contrary contained in this Article 7, this Agreement shall terminate automatically upon the occurrence of any one of the following events:

- (i) Conviction of any party of a felony;
- (ii) Any party applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, files a voluntary petition in bankruptcy, allows an involuntary petition to remain for a period of more than ninety (90) days, makes a general assignment for the benefit of its creditors, files a petition or answer seeking reorganization or arrangement with its creditors, admits in writing its inability to pay its debts when due, or suffers any order, judgment or decree to be entered by any court of competent jurisdiction enjoining such party from the conduct of all or substantially all business operations for a period in excess of sixty (60) calendar days, adjudicating such party bankrupt or approving a petition seeking its reorganization or the

appointment of a receiver, trustee, or liquidator of such party of all or a substantial part of its assets;

- (iii) Dissolution or liquidation of either party.

7.5 Effect of Termination; Rights and Remedies.

- (i) Upon expiration or termination of this Agreement, all obligations of each party toward the other under this Agreement shall cease except that termination of this Agreement shall not relieve any party of any obligation to the other in accordance with the terms of this Agreement with respect to services performed prior to termination. The various rights and remedies herein provided for will be cumulative and in addition to any other rights and remedies the parties may be entitled to pursue under the law. The exercise of one or more of such rights or remedies will not impair the rights of any party to exercise any other right or remedy at law or in equity.
- (ii) Upon expiration or termination of this Agreement, WorkCare shall surrender to Company all property of Company.
- (iii) The obligations of the parties pursuant to Sections 4 and 10 shall survive any expiration or termination of this Agreement.

8. NOTICE

All notices under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the addresses set forth on the signature page hereof (in which case such notice shall be deemed to have been duly given on the third day following the date of such mailing). Please send to the following designated company contacts.

If to Company:

George Crum
Chief of Police
Cathedral City Police Department
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

If to WorkCare:

William E. Nixon
President and CEO
WorkCare, Inc.
300 S. Harbor Blvd., Suite 410
Anaheim, CA 92805

With a copy to:

Corporate Contracts Department
WorkCare, Inc.
300 S. Harbor Blvd. Suite 410
Anaheim, CA 92805

9. PROPRIETARY RIGHTS

All materials belonging to the Company, including documents, calculations, maps, sketches, notes, reports, data, models, and samples, (the "Materials") are the sole and exclusive property of Company subject to WorkCare's right to use such Materials to perform duties and responsibilities

under this Agreement. Such Materials shall be delivered to Company upon request, and in any event upon expiration or earlier termination of this Agreement.

10. **CONFIDENTIALITY**

WorkCare acknowledges that in performance of services hereunder, WorkCare will gain knowledge of, have access to, and otherwise have disclosed to it, information that is confidential or proprietary to Company. WorkCare agrees that it shall not, nor shall any of its directors, officers, employees, agents, or contractors, at any time during the Term of this Agreement and for three (3) years following expiration or termination of this Agreement, without the express prior written consent of Company, except as may be required by law, either directly or indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed by or affiliated with Company, any confidential or proprietary information regardless of the form or format, or the means by which WorkCare becomes aware of such information, nor shall WorkCare use such information for WorkCare's own personal use or for the benefit of any third party. Said information shall be used solely in connection with WorkCare's performance of services to Company hereunder and shall not be used in any other manner whatsoever. Confidential and proprietary information shall be defined as any matters relating to the business, operations, or future plans of Company including, but not limited to, products, processes, procedures, programs, protocols, technical information, trade secrets, personnel, quality assurance, and risk management records, or other data. Notwithstanding anything to the contrary stated herein, confidential and proprietary information shall not include (i) information which at the time of disclosure by Company to WorkCare is in the public domain, (ii) information, which becomes generally available to and known by the public through no fault of WorkCare, (iii) information which WorkCare can show was in WorkCare's possession at the time of Company's disclosure to WorkCare and which was not acquired, directly or indirectly, from Company, and (iv) information which was received by WorkCare before or after the time of disclosure hereunder from a third party who did not require WorkCare to hold such information in confidence and who, to the best of WorkCare's knowledge and belief, did not acquire it, directly or indirectly, from Company under an obligation of confidence.

11. **HIRING OF WORKCARE EMPLOYEE**

In the event that either party hires or engages an employee or an independent contractor ("Personnel") of the other who has worked at or with the other party during the term of this Agreement or within three (3) months after the Agreement ends, the violating party shall, to the extent permitted by law, pay a fee of fifty percent (50%) of the Personnel's annual salary or annualized billable rate in consideration of the costs incurred in the recruitment, development and retention of such Personnel). Payment of the fee is due and payable to prior to the Personnel beginning work for or providing any services to the party. The foregoing restriction shall not apply to (i) solicitations for employment made to the general public; or (ii) any Personnel who is no longer an employee of either party.

12. **MISCELLANEOUS PROVISIONS**

12.1 **Governing Law.** This Agreement shall be construed under and enforced in accordance with the laws of the State of California without regard to its choice of law principles, and it shall be construed in a manner so as to conform to all federal, state, and local laws and regulations.

12.2 **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, unlawful or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

- 12.3 **Entire Agreement; Amendment.** This Agreement and the Exhibits constitute the final and entire agreement between the parties, and supersede all other agreements, written or oral, heretofore made by the parties. Any terms, conditions, statements, or representations, oral or written, not set forth in this Agreement or the Exhibits shall not bind the parties. This Agreement may only be amended by written agreement of the parties.
- 12.4 **Headings.** Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.
- 12.5 **Waiver.** No waiver of any breach shall be valid or binding unless approved in writing by the nonbreaching party. Forbearance or indulgence by the nonbreaching party shall not constitute a waiver of the covenant or condition to be performed by the breaching party or of any remedy available to the nonbreaching party. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.
- 12.6 **Changes in Law.** In the event there are changes to or clarifications of federal, state or local statutes, regulations or rules that would materially affect the intent of the parties hereunder, the parties agree to amend this Agreement to accommodate the changes in the law.
- 12.7 **Assignment, Subcontract.** No party will, without the prior written consent of the other party, assign any rights or delegate any duties arising out of this Agreement except as contemplated by the express terms of this Agreement. Nothing stated in this provision shall prohibit WorkCare from subcontracting any of its duties provided that it obtains prior written consent of Company, and such consent shall not be unreasonably withheld. Subcontractors shall be held to the terms and conditions of this agreement.
- 12.8 **Gender and Number.** Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.
- 12.9 **Interpretation.** No provision of this Agreement shall be interpreted for or against either party because that party's legal representative drafted such provision.
- 12.10 **No Third Party Beneficiary.** The parties intend none of the provisions herein contained, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.
- 12.11 **Representations.** Each of the parties hereto acknowledges and agrees (i) that no representation or promise not expressly contained in this Agreement has been made by any other party hereto or by any of its agents, employees, representatives or attorneys; (ii) that this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, express or implied, other than such as are set forth expressly in this Agreement; and (iii) that each party has been represented by counsel of its own choice in this matter or has affirmatively elected not to be represented by counsel.
- 12.12 **Subcontractors (Independently owned and operated clinics and laboratories)**
Notwithstanding anything to the contrary in any provision of this entire Agreement, all references to Subcontractor, Representative, Agent or the like, shall exclude independently owned and operated clinics and laboratories (that may be subcontracted with to provide any of its duties relating to WorkCare's medical surveillance exams portion of its services, if applicable at this time or if services are added at a later date). WorkCare shall not assume any responsibility or provide indemnification for any negligent acts committed by any

independently owned clinic or laboratory utilized to service this Agreement, beyond coverage afforded under WorkCare's liability policy.

- 12.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Please see signatures on next page.

IN WITNESS WHEREOF, WorkCare, Inc., and Company have caused this Agreement to be executed on their respective behalf as of the date first above written.

WorkCare, Inc.

Address

300 S. Harbor Boulevard
Suite No. 410
Anaheim, CA 92805

By: _____

Printed Name: William E. Nixon

Officer Title: President and CEO

Date: _____

Cathedral City Police Department

Address

68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

By: _____

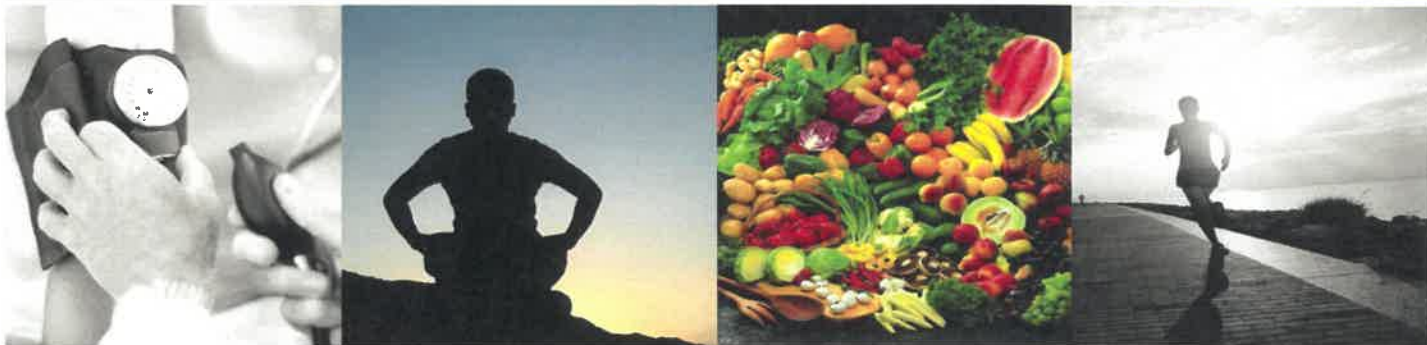
Printed Name: George Crum

Officer Title: Chief of Police

Date: _____

Cathedral City PD

Wellness Program Proposal May 2024



**WELLNESS
SOLUTIONS**
A WORKCARE COMPANY

Introduction

At WorkCare, we develop and implement programs that are specific to your Department's needs. We have over 35 years of experience teaching and promoting wellness to first responders throughout California, becoming the most experienced first responder wellness service provider. We have proven statistics on reductions in injuries and workers' compensation costs, improved fitness levels and decreased cardiovascular risk factors. As a health promotion organization, we support the eight dimensions of wellness to bring awareness to the interconnectedness of each dimension and how they contribute to overall well-being. Our holistic personalized approach considers the WHOLE person to help individuals achieve their full potential toward a state of optimal health.

Each year, over [2.5 million deaths](#) occur in the United States. The ten leading causes of death are responsible for 75% of annual deaths and are attributed to chronic conditions that are costly and preventable. The top health care issues facing most companies include diabetes, obesity, heart disease and cancer.



First responders face increased risks due to the occupational physical demands (tactical athletes), high stress, unpredictable schedules/shift work and sleep challenges. In addition, constant exposure to trauma and stressful events exacts a heavy toll on personnel and their families. The prevalence of depression is nearly double and sleep deprivation is four times higher than national norms.

Our wellness programs target the risk factors associated with first responders including (not limited to): obesity, [cardiovascular disease](#), increased risk of injury, [cancer](#), [mental health challenges](#), sleep, and alcoholism/drug abuse

This proposal includes wellness services and associated pricing based on recent discussions with your Department. WorkCare will work with Cathedral City Police Department to construct a wellness plan with specific, measurable goals. By implementing a health promotion program your Department will see a decrease in injuries, work comp costs and absenteeism. Morale and performance will increase and the culture at the department will change into a culture of wellness. We strive to assist each of your employees in improving their overall health and finding balance between occupational demands and overall wellness.

Should you have any questions, please feel free to contact me.

Marci Guzman

Marci Guzman, Regional Manager
Cell: 714-497-6431
Email: mguzman@wellsolutions.com

Cost Proposal for Quarterly Onsite Wellness Program

Each quarter would include an onsite component that would allow staff access to the Wellness Professional in person for the designated event. Per the services below, Q1 would focus on bloodwork screenings, Q2 Injury Prevention Assessments, Q3 Resiliency Training and Q4 a Wellness Challenge.

Personnel Wage Rate Sheet	Fee	Estimated Annual Fee
Wellness Program Management Fee <ul style="list-style-type: none"> Includes bi-weekly educational emails pertaining to important LE health topics. 	\$1,000/month	\$12,000
Expenses	Fee	Estimated Annual Fee
HIPAA Compliant Wellness Hub / App www.wellsolutionshub.com <ul style="list-style-type: none"> Estimate based on eligibility file for all personnel (80 sworn and civilian staff) 	\$24/person per year	\$1,920
Phlebotomist / Staffing Fees <ul style="list-style-type: none"> 2 day (4-hour/day event) Fasting recommended, but not required 	\$1,500/day	\$3,000
Bloodwork & Consultations for 52 Sworn Staff <ul style="list-style-type: none"> Bloodwork includes CMP (Comprehensive metabolic panel), Lipids, Glucose/A1C, CBC, CMP, LpPLA2, PSA for Males 40+ Estimate based on <u>35% participation</u>. Cathedral City PD billed for actual participation Bloodwork consultation includes a ½ hour follow-up phone call with a Wellness Coach 	\$140-\$160	\$2,660-\$3,040
Bloodwork & Consultation for 28 Civilian Staff <ul style="list-style-type: none"> Bloodwork includes CMP (Comprehensive metabolic panel), Lipids, Glucose/A1C, CBC, CMP Estimate based on <u>30% participation</u>. Cathedral City PD billed for actual participation. Bloodwork consultation includes a ½ hour follow-up phone call with a Wellness Coach 	\$100	\$900
Injury Prevention Movement Screening <ul style="list-style-type: none"> Wellness Coach onsite 2 days performing screenings and individual action plans + injury prevention education. Based on 20 participants 	\$1,500/day	\$3,000

PROTECTING AND PROMOTING EMPLOYEE HEALTH FROM HIRE TO RETIRE

Resiliency Training <ul style="list-style-type: none"> Wellness Coach onsite 4 days Sample Training: <ul style="list-style-type: none"> Session 1: Trauma Exposure, Recognizing Burnout, Physiology of Stress Session 2- Core/Mobility/Yoga for First Responders Session 3- Sleep Management/Importance of Sleep Session 4- Mindfulness Training for First Responders Weekly education tools through the wellness hub www.wellsolutionshub.com 	\$6,000	
TOTAL ANNUAL FEE		NTE \$30,000

Additional Services

If funds are available with the budget, the following programs/services will be offered in Q4 of the program.

	Fee
Maintain Don't Gain Team Challenge <ul style="list-style-type: none"> Includes weight and body fat measurements Wellness Coach onsite 2 days (1 day for initial screening and 1 day for final measurements) Weekly nutrition education with access to a certified nutritionist Includes \$50 gift card for top team 	\$4,000
Incentives <ul style="list-style-type: none"> Allows for raffle prizes, giveaways etc. to incentive participation. Bill at the time of purchase. Will only be used if budget allows. 	