

COACHELLA VALLEY WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** ("Agreement") is entered into this ____ day of _____, 2025 by and between **Coachella Valley Water District**, a public agency ("CVWD") and **Ramp Health**, an LLC Partnership ("Consultant"). CVWD and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

- A. CVWD is a public agency of the State of California and is in need of professional services for Onsite Wellness and Healthy Lifestyle Coaching.
- B. CVWD issued a Request for Proposals ("RFP") seeking proposals from qualified consultants to provide the required professional services, a copy of which is incorporated herein by reference.
- C. Consultant submitted a proposal in response to the RFP and CVWD selected Consultant to provide the required professional services.
- D. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such services.
- E. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to CVWD.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE 1

Scope of Services to be Performed and Term

1.1 **Scope of Services to be Performed.** The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Services"). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner.

1.2 **Term of Agreement.** The term of this Agreement shall be from the date the Agreement is fully signed to December 31, 2025, unless earlier terminated as provided herein. CVWD shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than (4) additional one-year terms. If the parties are unable to reach an agreement, CVWD, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

(a) Consultant shall complete the Services within the term of this Agreement, and in accordance with the schedule set forth on Exhibit "A."

(b) Consultant shall commence work immediately upon receipt of a notice to proceed from CVWD. CVWD will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any

such services are at Consultant's own risk. Consultant shall confer as requested with CVWD representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

(c) Task Orders. CVWD, may, from time to time, make changes or authorize certain work set forth in the Scope of Services, including but not limited to, issuance of additional instructions, require additional work, or direct omissions of work previously ordered by issuing a Task Order to Consultant ("Task Order") and the provisions of this Agreement shall apply to all such Task Orders. The Task Order shall be in such form and content as set forth on Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall not perform and CVWD shall not be liable for any services performed by Consultant unless written authorization from CVWD is given to Consultant prior to the performance of such work. The cost of such Task Orders which may or may not add to or reduce the work called for hereunder and any extension of completion date that might be required thereby, shall be mutually agreed upon in writing by CVWD and Consultant before commencement of the work called for by such Task Order.

1.3 Contract Documents. The following documents are incorporated into and made part of this Agreement by this reference:

Request for Proposals
Scope and Schedule of Services (Exhibit "A")
Consultant's Cost Proposal (Exhibit "B")
Insurance Requirements (Exhibit "C")
Addenda
Task orders issued in accordance with the Contract Documents (Exhibit "D")
Amendments issued in accordance with the Contract Documents

1.4 Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

1.5 Qualifications. Consultant represents and warrants to CVWD that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Scope of Services in a competent and professional manner.

1.6 Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

ARTICLE 2

Payment for Services Rendered/Reimbursement

2.1 Payment for Services Rendered. CVWD shall compensate Consultant for the services performed pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "B" and by this reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$64,988** without a written amendment.

2.2 Billing Procedure.

(a) If applicable to this Agreement, Consultant shall, on a monthly basis, submit to CVWD, accurate, detailed and complete statements for services ("Invoices") actually performed during the previous month. The Invoices shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation due Consultant. The Invoices shall be supported by such data substantiating the Consultant's right to payment as CVWD may require.

(b) Payment shall not constitute acceptance of any work completed by Consultant.

(c) The making of final payment shall not constitute a waiver of any claims by CVWD for any reason whatsoever.

2.3 Payment. CVWD shall make payment to Consultant within thirty (30) days of receipt of an undisputed invoice or the resolution of any billing dispute. CVWD may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Consultant. CVWD will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. CVWD will not pay late fees to the Consultant on the compensation due Consultant under the terms of this Agreement.

ARTICLE 3

Accounting, Inspection and Audit

3.1 Records. Consultant shall keep and shall preserve for four (4) years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to CVWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give CVWD and its agents, during normal business hours, access to such Books and Records. CVWD and its agents shall have the right to make copies of any of the said Books and Records.

3.2 Custody. Where CVWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, CVWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to CVWD and its Representatives.

ARTICLE 4

Termination

4.1 Termination. CVWD may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary.

In the event CVWD renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. CVWD shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's services. Consultant acknowledges CVWD's right to terminate this Agreement as provided in this Article, and hereby waives any and all claims for damages that might arise from CVWD's termination of this Agreement. Consultant shall deliver to CVWD and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. CVWD shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

ARTICLE 5

California Labor Code Provisions

5.1 **Prevailing Wage Laws.** Consultant is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold CVWD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

5.2 **Registration.** If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

5.3 **Compliance Monitoring and Stop Orders.** This Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by CVWD. Consultant shall defend, indemnify and hold CVWD, its elected

officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

5.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

ARTICLE 6

Project Management

6.1 Representative of Consultant. John Rickards ("Consultant's Representative") is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant's Representative without first notifying CVWD in writing of Consultant's intent. CVWD shall have the right to review the qualifications of said substitute. If CVWD determines said substitute Consultant's Representative is unacceptable, Consultant shall submit alternate candidates until CVWD determines that substitute Consultant's Representative is acceptable.

6.2 Representative of CVWD. Bill Walters is hereby designated as the representative of CVWD and except as otherwise provided herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

ARTICLE 7

Work Product

7.1 Work Product. All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of CVWD. Consultant will take such steps as are necessary to perfect or protect the ownership interest of CVWD in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to CVWD all such original Work Product in Consultant's possession or control.

ARTICLE 8

Insurance

8.1 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain pursuant to this Article, unless otherwise approved in writing by CVWD, and shall furnish separate certificates and endorsements for each subconsultant.

8.2 Failure to Provide Insurance. If Consultant fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish CVWD with required

proof that the insurance has been procured and is in force and paid for, CVWD shall have the right, at CVWD's election and upon ten (10) days' notice to Consultant, to terminate this Agreement or procure and maintain such insurance. The premiums paid by CVWD shall be treated as an amount due from Consultant with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. CVWD shall have the right to offset any amounts CVWD pays hereunder with amounts due Consultant for services rendered pursuant to this Agreement. CVWD shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

ARTICLE 9

Indemnification

9.1 **Consultant's Duty to Indemnify.** To the fullest extent permitted by law, Consultant shall defend (with counsel of CVWD's choosing), indemnify and hold CVWD, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, CVWD, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code Section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligation to fully defend and indemnify CVWD, its Board, members of the Board, employees, and authorized volunteers shall extend to any and all liability incurred by CVWD based on an allegation that Consultant has been misclassified as an independent contractor or failed to pay any or all necessary state or federal taxes.

ARTICLE 10

General Provisions

10.1 **Notices.** All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

Coachella Valley Water District:

Ramp Health:

P.O. Box 1058
Coachella, CA 92236

725 W. Skippack Pike, Ste. 300
Blue Bell, PA 19422

Attn: J.M. Barrett, General Manager

Attn: John Rickards, VP of Client Strategy

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

10.2 Notification. In the event of a problem or potential problem that could impact the quality or quantity of Services or the level of performance under this Agreement, the Consultant shall, within one (1) business day of actual knowledge of the problem or potential problem, notify CVWD in writing and by telephone.

10.3 Separate Contracts. Consultant understands that this is not an exclusive Agreement and that CVWD shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Consultant as CVWD desires.

10.4 Compliance with Applicable Laws. Consultant shall, in the performance of this Agreement, comply with all federal, state and local laws and regulations and orders issued under any applicable law.

10.5 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by CVWD pending settlement of the dispute.

10.6 Setoffs and Counterclaims. All claims for moneys due or to become due to Consultant shall be subject to deduction by CVWD for any setoff or counterclaim arising out of this or any other of CVWD's agreements with Consultant.

10.7 No Waiver. The fact that CVWD has made payment under this Agreement shall not be interpreted so as to imply CVWD has inspected, approved or accepted the work which has been performed by Consultant. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

10.8 Assignment and Subcontractors. Consultant shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of CVWD, which consent may be withheld in CVWD's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of CVWD and Consultant.

10.9 Independent Contractor. The Consultant shall act as an independent contractor in the performance of the services provided for in this Agreement and shall furnish such services in Consultant's own manner and method and in no respect shall Consultant be considered an agent or employee of CVWD, maintaining complete control over all men and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between Consultant and CVWD and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. This provision shall apply even if Contractor co-locates at CVWD offices for purposes of this Agreement.

10.10 Non-Liability of CVWD Officials and Employees. No official or employee of CVWD shall be personally liable to the Consultant in the event of any default or breach by CVWD or for any amount which may become due to the Consultant or for any breach of the terms of this Agreement.

10.11 Conflict of Interest. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.12 Confidential Information. All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than CVWD without the prior written consent of the General Manager of CVWD, except as otherwise required by law. Consultant shall promptly notify CVWD should Consultant or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

10.13 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

10.14 Cooperation. Consultant shall cooperate in the performance of work with CVWD and all other agents.

10.15 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

10.16 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding

10.17 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

10.18 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

10.19 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

10.20 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

10.21 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

10.22 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

10.23 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

10.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

10.25 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CVWD and the Consultant.

[SIGNATURES ON FOLLOWING PAGE]

**PROFESSIONAL SERVICES AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

**COACHELLA VALLEY WATER
DISTRICT**

RAMP HEALTH

By: _____

By: _____
(Authorized Representative of Consultant)

Printed
Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT LIST

EXHIBIT "A" SCOPE AND SCHEDULE OF SERVICES

EXHIBIT "B" CONSULTANT'S COST PROPOSAL

EXHIBIT "C" INSURANCE REQUIREMENTS

EXHIBIT "D" TASK ORDER

DRAFT

EXHIBIT "A"
TO
PROFESSIONAL SERVICES AGREEMENT
SCOPE AND SCHEDULE OF SERVICES

Onsite Wellness and Healthy Lifestyle Coaching Services

INTRODUCTION

Consultant will provide CVWD employees with regularly scheduled, structured onsite wellness and healthy lifestyle/nutrition coaching programs at CVWD's six facilities located at the addresses below. Consultant will offer established, yet innovative programs that will measurably improve the health of CVWD employees, while also striving to reduce the District's healthcare costs.

- Coachella Office:
51501 Tyler Street, Coachella
- Palm Desert Operations Building:
75525 Hovley Lane East, Palm Desert
- Palm Desert Steve Robbins Administration Building:
75515 Hovley Lane East, Palm Desert
- Water Reclamation Plant No. 4:
Avenue 63 and Filmore Street, Thermal
- Water Reclamation Plant No. 7:
80609 Avenue 38, Indio
- Water Reclamation Plant No. 10:
43000 Cook Street, Palm Desert

SCOPE OF WORK

1. Onsite Wellness and Healthy Lifestyle Coaches are expected to provide onsite healthy lifestyle/nutrition coaching programs to CVWD field and office employees monthly at mutually agreed upon times. CVWD and Onsite Wellness and Healthy Lifestyle Coaches will coordinate the days and times for the provision of these services.
2. Consultant will establish metrics and reporting mechanisms, using de-identified employee participation, to determine areas of focus and to measure the success of the program.
3. Consultant to provide the following:
 - A. Healthy lifestyle/nutrition coaching programs.

1. Trained and qualified on-site health coaches.
 2. Customized Coaching Program that aligns with CVWD's wellness goals.
- B. Consultant will use comprehensive tools (health risk assessment, chronic condition questionnaire, etc.) for collecting information from the participants on their health risks and conditions.
- C. Consultant will use effective communications strategies for promoting enrollment, engagement, and retention in the wellness program.
- D. Consultant will provide personal reports or feedback for program participants, including:
1. Their participation in the wellness or condition management components
 2. Their achievement of incentive criteria, progress toward goals, health risk status, condition management status, or other relevant health-related information
 3. Year-to-year comparisons of those measures
- E. Consultant will provide reports for CVWD regarding participation in the program, health risk results, population improvement, employee satisfaction, etc.
- F. Consultant will safeguard electronic personal health information in a manner that complies with the HIPAA security standards.

CONSULTANT'S STATEMENT OF WORK

The Consultant's Statement of Work/Work Plan Methodology is attached. In the event of a conflict between the District's Scope of Work above and the Consultant's Statement of Work, the District's Scope of Work shall prevail.

C. Work Plan Methodology and Scope of Work

To effectively meet the goals and requirements outlined in the RFP for providing onsite wellness and healthy lifestyle coaching programs for CVWD employees, Ramp Health's approach would leverage a combination of our onsite health coaching capabilities, virtual nutrition counseling, customized program design, and data-driven personalized solutions. Below is a detailed demonstration of our approach specific to CVWD:

1. Onsite Health Coach - 16 hours per week dedicated to CVWD

Ramp Health will deploy a highly qualified health Coach to provide personalized coaching on-site **16 hours per week**. These coaches will engage with employees through one-on-one in-person and virtual sessions focused on:

- Healthy lifestyle habits
- Tobacco Cessation
- Weight management
- Stress management
- Fitness and exercise

Each coach will possess at least three years of experience in fields such as exercise science, nutrition, or health promotion, and will be certified in Mental Health First Aid. They are trained in evidence-based behavior change techniques and comply with HIPAA and scope-of-practice guidelines to ensure that all interactions meet the highest standards of care.

Ramp Health employs a comprehensive and flexible approach to delivering coaching services, using multiple methodologies and modalities to meet the needs of diverse employee populations. Here's an overview of our approach:

Coaching Methodology

- Behavior Change Model: Our coaching uses evidence-based behavior change techniques, focusing on sustainable, long-term health improvements. Our coaches work with participants to set realistic goals, identify barriers, and create actionable plans for success.
- Personalized Approach: Each coaching session is tailored to the individual's health goals, needs, and risks, drawing from their Health Risk Assessment (HRA), biometric screenings, and personal health data.
- Goal Setting and Progress Monitoring: Our Coaches help participants set specific, measurable, achievable, relevant, and time-bound (SMART) goals. Progress is regularly reviewed, with adjustments made based on the participant's needs and health data.



Coaching Modalities

- Onsite Coaching: Face-to-face coaching sessions occur at the workplace, offering personalized support and immediate feedback. This hands-on approach fosters trust and engagement.
- Virtual Coaching: For remote or hybrid employees, coaching is delivered via telehealth through video calls or phone consultations. This modality offers flexibility for employees to access coaching from anywhere.
- Digital Health Platform: Participants can also engage with their coach through Ramp Health's digital platform, which offers secure messaging, scheduling, and access to personalized health content. The platform allows participants to track their progress, receive real-time feedback, and complete wellness activities.
- Group Coaching and Workshops: Group coaching sessions and workshops focus on shared wellness topics, such as nutrition, stress management, or fitness, fostering peer support and team-building.
- Email and Chat Support: Between sessions, participants can receive ongoing support and reminders through secure messaging within the platform to maintain engagement and motivation.

This multi-modal approach ensures that employees can access coaching in the format that best suits their needs, whether in person, virtually, or through the digital platform. It maximizes participation, engagement, and outcomes by meeting participants where they are most comfortable.

2. Virtual Registered Dietitian - 8 hours per month dedicated to CVWD

Ramp Health will deploy highly qualified Registered Dietitians (RDs) to provide personalized, one-on-one virtual counseling, **8 hours per month**, focused on:

- Nutrition Counseling
- Chronic Condition Management
- Weight management
- Personalized Meal Planning

Each dietitian has at least three years of experience and holds a Bachelor of Science in Nutrition, with 1,000+ hours of supervised practice. They are licensed by the Commission on Dietetic Registration (CDR) and are trained in Mental Health First Aid and evidence-based behavior change techniques. Compliant with HIPAA, our dietitians ensure the highest standards of care while supporting employees in achieving their health and wellness goals.

3. Additional Tools and Resources

Access to Healthcare Providers

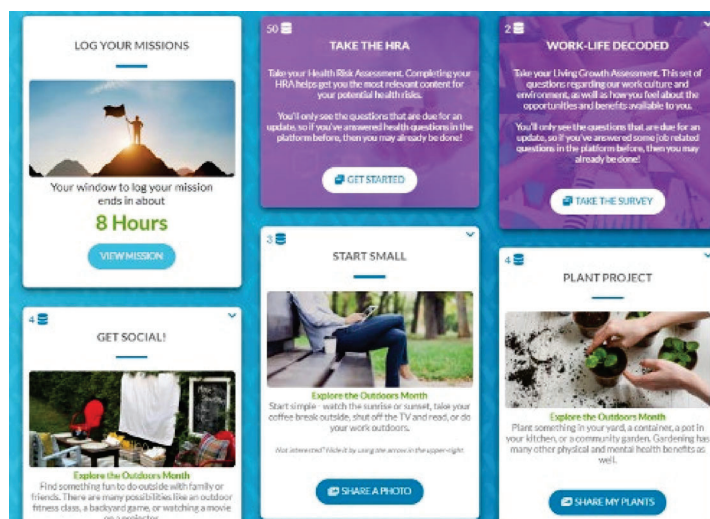
We provide direct access to our Health Coaches and Registered Dietitians via online appointment scheduling and reminders, digital messaging, virtual videoconferencing, and telephone and email. Providers can use participant data insights to effectively support individuals in personalized sessions and connect them to valuable resources between interactions.

Health Risk Assessment

Ramp Health delivers our proprietary NCQA-certified **Living Health Risk Assessment (“Living HRA”)** within the Ramp Platform. It was written in-house by writers with master’s degrees in public health and reviewed by our EVP of Healthcare Solutions and our Director of Clinical Compliance. We do not outsource this critical function to a subcontractor.

Our **Living HRA** stands out by integrating participants’ responses with biometric screening data to create actionable health insights. This enables meaningful coaching sessions and powers algorithms to deliver personalized content. Unlike static HRAs, our **Living HRA** evolves throughout the year with **short pulse surveys** to keep health data updated and progress measured in real time.

While it covers typical topics like health history, exercise, and nutrition, it uses **branching logic** to ask relevant follow-up questions, reducing the number of questions participants need to answer (around 70 for the first assessment and 40-50 for subsequent ones). It takes only **10-15 minutes** to complete the initial assessment and **5-10 minutes** for follow-



ups. The platform saves progress and allows participants to complete the HRA in multiple sittings.

The **Living Growth Assessment** goes beyond physical health, focusing on job satisfaction, burnout, and resiliency, providing personalized content on mental health and professional growth.

Our platform, available in multiple languages, is designed for accessibility with materials written at a **6th-8th grade reading level**, and supports **health equity initiatives** by including questions on vision, disabilities, and gender identity to tailor content based on individual needs. This approach makes healthcare **convenient, accessible, and equitable** for all participants.



Multilingual Support

Ramp Health will recruit and hire bilingual providers where Spanish or other languages are necessary to serve the population effectively. Our coaches are further supported by language translation in the Ramp Platform. The Ramp Platform has built-in language translation powered by AI and machine learning for all platform content and digital messaging with coaches and other providers. We can support 8 languages: English, Spanish, Mandarin, Russian, Chinese, Portuguese, German, and French. Additional languages can be added on request. Print materials are already translated into Spanish and can be translated into other languages if required at a cost.

4. Implementation – 8 weeks

Initial Consultation and Needs Assessment:

We begin by conducting a comprehensive assessment of the CVWD's needs, goals, and workforce demographics. This includes understanding specific health risks, employee preferences, and existing wellness initiatives.

Custom Program Design:

Based on the assessment, we will design a tailored service plan that aligns with the CVWD's wellness goals. This includes defining the coaching focus topics each month,



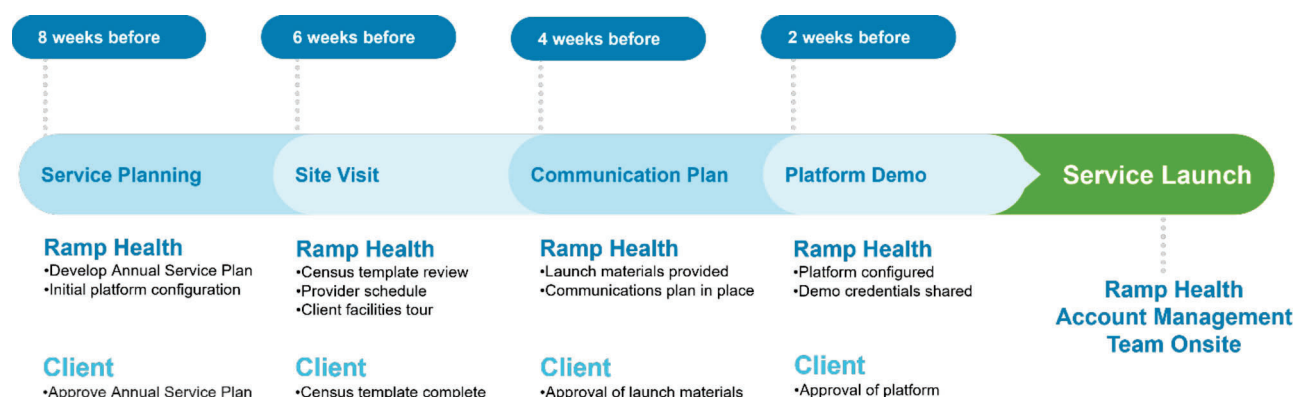
such as mental health, nutrition, weight management, or stress management and identifying engagement activities and events.

Coach Selection and Assignment:

We will recruit, hire, and train a highly qualified local coach based on the CVWD's needs. The coach will have expertise relevant to the client's focus areas, ensuring the right fit for the employee population.

Onboarding and Training:

The assigned coach undergoes specific onboarding that includes familiarization with the CVWD's workplace culture, wellness objectives, benefits, and any unique considerations (such as work schedules or health risks). The coach will be trained in CVWD-specific processes, reporting, and engagement strategies.



Communication Plan:

Ramp Health understands the importance of having a program that is easily recognizable and accessible to all employees. All materials can be customized to CVWD's specifications for each business unit and even for different groups within each business unit. During implementation, our team will collaborate with CVWD to define identification, outreach, and engagement strategies, which will be documented within the Communications and Marketing Plan. Our Communications and Marketing Plan will include messaging, timing, delivery modes, and messages crafted for pre-launch, launch, and ongoing engagement throughout the program.

Ramp Health's communication and marketing plan for new coaching services includes:

1. Pre-Launch: Awareness campaigns via emails, flyers, and leadership endorsement.

2. Launch: Kick-off events at each location, multimedia content, and personal service invitations.
3. Ongoing Engagement: Monthly newsletter, targeted messaging, wellness and benefits fair support, Coach activities and events
4. Promotional Channels: Email campaigns, onsite materials, intranet posts, and newsletters.
5. Feedback and Reporting: Employee surveys and data-driven reports to adjust strategies.

This plan ensures strong awareness and continuous engagement with the coaching service. See example promotional materials below:



Our service includes a standard communications package. This package includes 3 branded flyers (pre and post launch), a monthly newsletter, standard platform notifications, as well as event and challenge promotional materials.

5. Collaborative Scheduling and Coordination

Ramp Health will collaborate closely with CVWD to schedule mutually agreed-upon times for the monthly onsite coaching sessions at each location. Our team will develop a detailed service plan outlining the Coach's schedule for each location, monthly topics, and events for the entire year. The flexibility of our scheduling system allows us to cater to both field and office employees, ensuring coverage for various shifts and accommodating employees' availability. CVWD's dedicated account management team will work directly with CVWD, ensuring seamless communication and effective planning for each visit.

6. Engagement Strategies

Our engagement strategy includes one-on-one private sessions, interactive group engagement activities, and group educational sessions, complemented by personalized digital support through our proprietary digital health platform. Employees can use the platform to:

- Schedule coaching sessions
- Message their Coach
- Access their personal 'health profiles'
- Receive dynamic, personalized content based on their biometric screenings and health risk assessments (HRA).

The platform ensures high engagement by providing tailored guidance and activities aligned with each employee's health goals. Our outcomes reports have shown that we consistently engage 86% of employees through 12-18 months.

Personal Health Profile

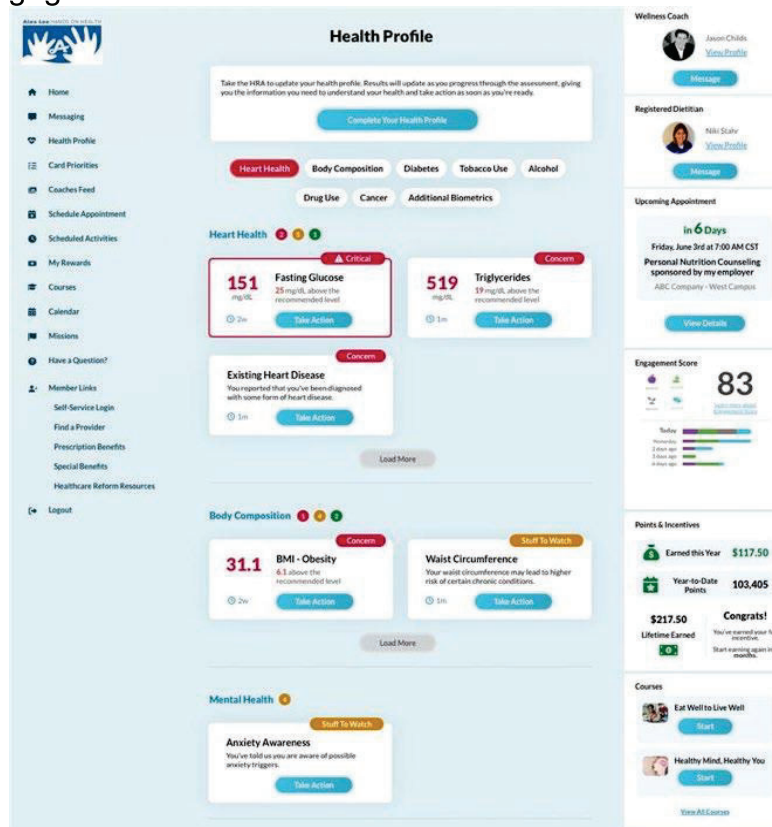
The Health Profile in the Ramp Health platform is a comprehensive tool that provides participants with an overview of their health, based on results from Health Risk Assessments (HRA) and biometric screenings. Here's how it works and what it includes:

1. **Results Categorization:**
 - The Health Profile organizes results into overarching categories, such as nutrition, fitness, stress, blood pressure, and weight management, making it easy for participants to understand their health status at a glance. Each category is labeled based on the highest risk factor within that category.
2. **Risk Summary:**
 - Each category includes a **snapshot** of the participant's health risks, grouped by severity:
 - Critical, Concern, Stuff to Watch, Normal
3. **Real-Time Updates:**
 - The Health Profile updates in real-time as new biometric or HRA data is added, so participants can see their progress and results immediately without waiting for a full report.
4. **Actionable Insights:**
 - Each risk or lifestyle factor includes the following sections:
 - What It Is & Why It Matters: Explanation of the health factor.
 - Understanding Your Risk: Insights into how the factor impacts health.
 - What You Can Do: Actionable steps to improve the condition.
 - Additional Information and Resources: Further educational content or resources.

- Dynamic Risk Mitigation Activities: Personalized activities or challenges to help reduce the identified risk.

5. Goal Tracking:

- Participants can track their progress towards health goals and see how their risk levels change over time, helping them stay motivated and engaged.



The Health Profile is available through the Ramp Health digital platform, accessible via web browser or mobile app. Participants can view their data in an interactive dashboard that allows them to click on specific health areas for detailed insights.

This personalized and dynamic tool helps participants stay informed and proactive about their health, making it easier to understand where they stand and what actions they can take to improve.

7. Program Customization

Ramp Health will tailor its coaching programs based on the unique needs of CVWD employees. This will include:

- Workforce health assessment trends via biometric screenings and HRAs



- Nutrition and lifestyle education specific to the work environment (e.g., managing stress for field workers, healthy eating for office employees)
- Worksite wellness challenges and group activities to foster teamwork and promote healthy competition.

These types of customizations are at no additional cost and are included as part of our standard service offering.

8. Measuring Success and Outcomes

Ramp Health's approach includes robust reporting and outcome tracking to measure the impact of coaching. We will regularly share customized reports with CVWD that track:

- Participation and Engagement levels
- Total number of interactions
- Health risk improvements (e.g., reduction in BMI, stress, blood pressure, exercise frequency, and tobacco use)
- Employee satisfaction with the coaching experience

Please see Exhibit A- 'Sample Reports' for example Ramp Health Reports.

9. Ongoing Support

The CVWD dedicated Account Management team will be available for reoccurring meetings based on CVWD's preference and will schedule quarterly service review meetings. Our team will schedule annual aggregate service reviews and planning meetings to strategize ways to continuously improve and enhance the program while engaging more CVWD employees.

10. Sub-Contractors

Ramp Health will **not** use any subcontractors to execute and perform this project.

11. Data Security / Legal and Compliance

Ramp Health is committed to protecting the confidentiality, integrity, and availability of our information. We are HIPAA compliant, comply with the Health Information Technology and Clinical Health Act (HITECH), and HITRUST certified. We have passed the security audits of FEMA, Palantir, Google, and others. *The HITRUST, SOC 2, and NCQA certifications can be made available upon request.*

Ramp Health believes that HIPAA compliance is not an end unto itself. HIPAA compliance permeates everything we do. Therefore, while we do not have specific HIPAA compliance documentation, HIPAA compliance is embedded in all our policies and procedures, all



available upon request. HIPAA is reinforced constantly, and all Ramp Health employees undergo formal HIPAA training annually, which is documented.

Ramp Health is proud to say that we have never been fined or sanctioned for a HIPAA breach. However, we have policies to ensure that any data breach incident will be handled promptly, efficiently, and by the law. Our Incident Response Team (IRT) is tasked with promptly, efficiently, and correctly handling incidents so they are quickly contained, investigated, and recovered. The IRT comprises Ramp Health employees and outside who are trained to handle incidents per our policies. Our Incident Response Plan also describes how we handle any HIPAA notifications. *This can be made available upon request.*

EXHIBIT "B"
TO
PROFESSIONAL SERVICES AGREEMENT
CONSULTANT'S COST PROPOSAL

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$64,988** without a written amendment.

The Consultant's cost proposal is attached for a detailed breakdown of costs.

EXHIBIT B
COST AND PRICE PROPOSAL

1. The Cost and Price Proposal shall be uploaded as a separate electronic file via the District's Bid Management System (PlanetBids) and shall include a budget narrative that describes, in detail, how the District's requirement will be met and how costs will be controlled.
2. Cost and price proposals must include any anticipated project-related or supported expenses.
3. All cost proposals must include the following:
 - A. Respondents must include an hourly rate sheet for the required Scope of Services, inclusive of any anticipated travel, per-diem, and other incidental costs and charges. It is anticipated that a not-to-exceed dollar limit will be negotiated with the successful Respondent. Costs shall be broken down by task.
 - B. Please provide pricing information as requested below regarding all costs associated with providing onsite coaching services as described in the Scope of Services over the term of the agreement. No other costs will be considered after the finalists are selected unless there is a significant change in the program required and the change is requested by CVWD.
 - C. List the pricing options available for your program (e.g. hours per month, hours per day, presentations).
 - D. List any additional fees for travel, additional meetings, communication material, or any other related services/products.
 - E. Please outline your usual system for invoicing clients. Indicate what documentation to support invoices is customarily provided, and how often invoices are sent.

CERTIFICATIONS

I John Rickards, a duly authorized agent of Ramp Health,
Printed Name of Agent/Officer Name of Organization

hereby certify that Ramp Health by submission of this proposal in response to the
Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature John Rickards, Date October 18, 2024,

Title of Agent/Officer Vice President of Client Strategy,

Pricing

Below is our proposed pricing to successfully fulfill the requirements of CVWD's Onsite Wellness and Healthy Lifestyle Coaching Service project. The pricing chart details the proposed service hours, hourly rates, and the specific tasks included within our standard service model.

Our service offering includes a comprehensive communication package, which consists of three branded flyers (pre- and post-launch), a monthly newsletter, standard platform notifications, as well as promotional materials for events and challenges.

Any additional charges outside of the scope of the standard service model will be communicated in writing and are subject to prior approval by CVWD. We are flexible in accommodating various invoicing processes to meet client preferences. However, our standard practice is to issue invoices at the end of each month, detailing the services rendered and the total service hours for that period.

Solutions Recommendation and Investment:

Wellness Coaching – Onsite and Virtual Access	
One-time Start-Up Fee:	\$1,500
Service Hours:	1 Part-time Coach – 16 hours per week
Hourly Rate:	\$68.00
Total First-Year Investment:	\$58,076
Coaching for 570 eligible employees	
<p><i>Included in total service hours:</i></p> <ul style="list-style-type: none"> • 1-on-1 personalized coaching for measurable reduction in health risk factors • Customized 12-month service plan with topics, activities, and resource referrals • Scheduling and messaging available on our digital health platform • Proactive engagement in physical and mental health promotion and education • Blood pressure and body composition monitoring • Monthly group engagement materials and activities to maximize accessibility of the program and promote health and wellness initiatives: <ul style="list-style-type: none"> ○ Educational seminars (i.e., physical wellness, nutrition, mental health) ○ Meditation, Stretching, and Group Contests ○ New hire orientations ○ Health and Wellness Fairs • Administrative responsibilities for data capture, tracking, and outcomes reporting 	

Nutrition Counseling – Virtual Access (Optional)	
Service Hours:	1 Part-time Registered Dietitian – 8 hours per month
Hourly Rate:	\$72.00
Total First-Year Investment:	\$6,912
Nutrition Counseling for 570 eligible employees	
<p><i>Included in total service hours:</i></p> <ul style="list-style-type: none"> • 1-on-1 Personalized Nutrition Counseling and Medical Nutrition Therapy <ul style="list-style-type: none"> ○ Weight Management ○ Chronic Condition Management ○ Meal Planning • Monthly Promotional Materials and Virtual Seminars • Scheduling and messaging available on our digital health platform • Administrative responsibilities for data capture, tracking, and outcomes reporting 	

Total Investment Year 1: \$64,988

EXHIBIT "C"
TO
PROFESSIONAL SERVICES AGREEMENT
INSURANCE REQUIREMENTS

1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Coachella Valley Water District ("CVWD") that it has secured all insurance required under this Section. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein. Consultant shall not allow any subconsultant to commence work on any subcontract until each subconsultant has provided evidence satisfactory to Consultant that it has secured all insurance required under this Section.
2. Minimum Requirements. Prior to the beginning, and throughout the duration of services to be performed, Consultant shall, at its expense, procure and maintain, insurance against claims arising from Consultant's rendering of professional services, including claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement and shall verify subconsultants' compliance as set forth in the Section entitled "Subconsultant Insurance Requirements" below. Such insurance shall meet at least the following minimum levels of coverage:
 - (A) **Commercial General Liability Insurance** which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage.
 - (B) **Business Automobile Liability insurance** which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.
 - (C) **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CVWD, its directors, officials, officers, employees, agents, and volunteers.
 - (D) **Professional Liability Insurance (Errors & Omissions Liability)** covering the services to be performed under this Agreement with limits of not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate. This coverage may be written on a claims-made form. If coverage is written on a claims-made form, the provisions set forth in the Section entitled "Provisions Applicable to All Insurance Requirements: Claims-Made Coverage" below shall apply. CVWD reserves the right to require a project-specific endorsement.

Consultant shall require each of its subconsultants to maintain Professional Liability insurance with the same limits, unless otherwise approved by CVWD.

3. Provisions Applicable to All Insurance Requirements.

(a) **Additional Insured Coverage.** Except for the Workers' Compensation and Professional Liability insurance policies, all liability policies shall be endorsed to include CVWD, its directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary, umbrella or excess policies for ongoing and completed operations performed by, or on behalf, of Consultant, including materials, parts or equipment furnished in connection with such work. Coverage for the additional insured under the Commercial General Liability policy shall be as broad as that provided by ISO CG 20 10 (ongoing operations) and 20 37 (completed operations).

(b) **Acceptability of Insurers.** Unless otherwise reviewed and accepted by CVWD, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

(c) **Verification of Coverage.** Consultant shall furnish CVWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to CVWD. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by CVWD before work commences. CVWD reserves the right to require complete, certified copies of all required insurance policies, at any time. Acceptance of Consultant's Certificates of insurance does not relieve Consultant of the insurance requirements, nor decrease the liability of Consultant under this Agreement. It is Consultant's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of CVWD to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of CVWD, in this or any regard.

(d) **Primary and Noncontributory.** The insurance required to be maintained by Consultant shall be primary and any insurance or self-insurance maintained by CVWD shall be excess only, and not be required to contribute with it.

(e) **Umbrella or Excess Insurance.** Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of CVWD, before CVWD's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

(f) **Waiver of Subrogation.** Consultant shall obtain waiver of subrogation endorsements stating that Consultant and its insurers waive any and all rights of recovery against CVWD, its directors, officials, officers, employees, agents, and volunteers. Consultant shall pay all damages and costs arising out of Consultant's failure to provide a waiver of subrogation from its insurers.

(g) **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements

shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant hereunder.

(h) **Severability of Interest (Cross Liability)**. A severability of interest provision must apply for the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

(i) **Notices; Cancellation or Reduction of Coverage**. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with CVWD. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with CVWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, CVWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CVWD will be promptly reimbursed by Consultant or CVWD may withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, CVWD may suspend or terminate this Agreement. No policy required to be maintained by Consultant shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to CVWD, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

(j) **Claims-Made Coverage**. For any coverage provided on a claims-made form (which type of form is only permitted at CVWD's sole discretion) the following shall apply:

- i. The retroactive date must be shown, and must be before the date of this Agreement and before the commencement of services or operations related to this Agreement;
- ii. Insurance must be maintained and Certificates of Insurance must be provided to CVWD for at least five (5) years after the expiration or earlier termination of this Agreement;
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or commencement of any services or operations related to this Agreement, Consultant must purchase an extended reporting period for a minimum of five (5) years after the expiration or earlier termination of this Agreement.

(k) **Deductibles, Self-Insurance, Self-Insured Retentions**. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage shall be declared to, and accepted by, CVWD. At the option and request of

CVWD, Consultant shall provide documentation of its financial ability to pay the deductible(s), self-insurance, or SIR.

4. Subconsultant Insurance Requirements. Consultant shall not allow any of its subconsultants to commence work on any subcontract relating to the work under the Contract until Consultant has verified that all subconsultants have procured insurance meeting all requirements under this Agreement and provided evidence to Consultant of such insurance. If requested by Consultant, CVWD may approve different scopes or minimum limits of insurance for particular subconsultants. The Contractor and CVWD shall be named as additional insureds on subconsultants' Commercial General Liability insurance.
5. Reservation of Rights. CVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF EXHIBIT C - INSURANCE REQUIREMENTS

EXHIBIT "D"
TO
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER

**COACHELLA VALLEY WATER DISTRICT
PROFESSIONAL SERVICES CONTRACT**

TASK ORDER NO. []

This Task Order No. [] ("Task Order") is entered into this [] day of [], 20[] by and between Coachella Valley Water District ("CVWD") and [INSERT CONSULTANT NAME] ("Consultant").

RECITALS

A. On or about [], 20[] CVWD and Consultant executed that certain Professional Services Agreement ("Agreement").

B. The Agreement provides that the Parties would enter into a Task Order to make changes to or authorize certain work set forth in the Scope of Services (as defined in the Agreement). The purpose of this Task Order is to make changes to or authorize work on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto hereby agree

1. Pursuant to Section 1.2 of the Agreement, CVWD hereby authorizes those services listed on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Section 2.1 of the Agreement is hereby amended to [increase] or [decrease] or [confirm] the amount to be paid by CVWD to Consultant as more particularly set forth on Exhibit "1."

3. Consultant shall perform the services listed in Paragraph 1 above pursuant to the schedule set forth on Exhibit "1."

4. Contractor acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work defined in this Task Order. The signing of this Task Order acknowledges full mutual accord and satisfaction for the work and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the authorized work.

5. Except as amended or supplemented herein or in previous task orders, the terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the immediately preceding sentence, the Agreement shall be interpreted in a manner consistent with the intent of this Task Order.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR TASK ORDER NO. ____

IN WITNESS WHEREOF, CVWD and Consultant have caused this Task Order No. [] to be executed as of the day and year first above written.

[INSERT CONSULTANT NAME]

COACHELLA VALLEY WATER DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT "1"
TO
TASK ORDER NO. []

1. Description of Services Included, Deleted or Authorized.
2. Increase, Decrease, or Confirmation of Amount to be Paid to Consultant.
3. Time to Perform Services Listed Herein.