





This Professional Service Agreement (“Agreement”) is between **Umatilla County Public Health**, (hereinafter referred to as “UCPH”), and **Rede Group**, (hereinafter referred to as “**Consultant**”).

In consideration of the mutual covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, UCPH authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT**: Work shall be performed by Consultant in connection with a project generally described as: overseeing the coordinated development of Umatilla County Community Health Assessment.
2. **SCOPE OF SERVICES**: The Consultant shall be responsible for the performance of all services as set forth in Scope of Work (the “Services”) and to the extent described in this Agreement. All provisions and covenants contained in Scope of Work are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Scope of Work (if any) shall be resolved first in favor of this Agreement. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of UC H.
3. **TERM OF AGREEMENT**: The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate on **December 31, 2025** (“Termination Date”) unless sooner terminated or extended under the provisions of this Agreement.
4. **COMPENSATION**: The UC H shall pay fees to the Consultant for Services performed under the terms of this Agreement and Scope of Work. The total aggregate amount of all Services under this Agreement shall not exceed **\$19,500** (“Compensation”), unless otherwise approved in writing by the UC H shall make a one-time, upfront payment of \$19,500 for the Services.

No compensation will be paid by UC H for any portion of the Services not performed by the Termination Date (or any mutually agreed extension). In the event Services are not performed by the Termination Date (or any mutually agreed extension), the Consultant will need to reimburse the UC H for those Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of UC H and Consultant.

- STATUS OF CONSULTANT AND RELATIONSHIP TO** : The Consultant is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the UC H other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the UC H and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the UC H. The Consultant is not and shall not act as an agent of the UC H. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The District's only interest is in the results to be achieved.
- ERRORS IN WORK; EXTRA OR CHANGES IN WORK**: Consultant shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost. Only the UC H may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation or project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- DUTY TO INFORM**: Consultant shall give prompt written notice to UC H if, at any time during the performance of this Agreement, Consultant becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by UC H. Any delay or failure on the part of UC H to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim and shall not constitute a waiver of any of District's rights.
- REPRESENTATIONS**: The Consultant represents and covenants that:

  - The Consultant has the required authority, ability, skills and capacity to, and shall, perform the Services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
  - b** The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services

and the Services shall be performed in conformity with such requirements and practices.

- c. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- d. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or  
(b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

**1 . CONSULTANT'S INSURANCE:**

Consultant shall keep and maintain the following insurance for the duration of the Agreement term:

Commercial General Liability insurance on an occurrence basis with a limit of not less than

\$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the UC H and each of its board members, officers, agents, and employees as Additional Insured with respect to this Agreement.

- b Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death, or damage of property, including loss of use thereof, arising from the firm's negligent acts, errors or omissions related to this Agreement.  
Prior to commencing any Services under this Agreement, the Consultant shall provide the UC H with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the UC H and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- e Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).

If requested by UC H, the insurance company shall provide UC H with an endorsement thereto naming UC H as an additional insured, providing that no actions on the part of the insured shall affect the coverage afforded to the above policy, and providing UC H will receive

thirty (30) days written notice of cancellation of material modification of the insurance contract. Consultant will not perform any work under this Agreement until UC H has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force.

**11. INDEMNIFICATION:**

The Consultant shall indemnify and hold harmless the UC H, its elected officials, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they are directly resulting from, or alleged to arise from, a claim regarding professional negligence and relating to the professional services provided by the Consultant, except to the extent that the Consultant's liability or fault is determined by adjudication or alternative dispute resolution, or otherwise resolved by settlement agreement.

- b** The Consultant shall indemnify, defend and hold harmless the UC H, its elected officials, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they are directly resulting from, or alleged to arise from, all other acts or omissions of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement that are not otherwise identified in Subsection a. of this Section.
- c** The obligations of the indemnifications extended by the Consultant to the UC H shall survive the termination or expiration of this Agreement.

- 12. CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the UC H, any and all information given to the Consultant by the UC H or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the UC H so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the UC H and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the UC H to execute such a confidentiality agreement.

- 13. ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the UC H, the parties agree that the UC H may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

- 14. SUBCONSULTANTS:** The Consultant is solely and fully responsible to the UC H for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the UC H. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty and subject to all terms and conditions of this Agreement.

**1 . TERMINATION:**

Termination for Cause.

- i.** Consultant shall remedy any breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the breach or UC H notifies Consultant of the breach, whichever is earlier. If Consultant

fails to either remedy the breach or actively begin and maintain efforts satisfactory to the UC H to remedy the breach within thirty (30) days of actual notice or the District's mailing, UC H may terminate that part of the Agreement affected thereby upon written notice to Consultant, may obtain substitute services in a reasonable manner, and recover from Consultant the amount by which the price for those substitute services exceeds the price for the same Services under this Agreement.

- ii. If the breach is material and Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the UC H to remedy the breach within thirty (30) days of the District's notice UC H may then treat Consultant as being in default and pursue any remedy available for such default at law or in equity.

- b. Termination for Convenience. In addition to any other rights provided herein, the UC H shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Consultant.

- 1. RECORD KEEPING: The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the UC H, at the District's office, at all reasonable times, without any charge. If accepted by the UC H, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

1. WORK PRODUCT:

All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the UC H to the Consultant herein remain the property of the UC H under all circumstances, whether or not the Services are complete. When requested by the UC H, all work products shall be delivered to the UC H in PDF or full-size, hard copy form. Work products shall be provided to the UC H at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years after UC H makes final payment on this Agreement and all other pending matters are closed, shall make them available for the District's use, and shall provide such copies to the UC H upon request at commercial printing or reproduction rates.

- b The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in UC H. Consultant shall execute any assignment or other documents necessary to affect this section. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this section. Consultant shall transfer to UC H any data or other tangible property generated by Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this section
- c Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared

under this Agreement are for use only with this Project, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Consultant.

**1 . CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**

Public Records. The Consultant acknowledges and agrees that all documents in the District's possession, including documents submitted by the Consultant, are subject to the provisions of the Oregon Public Records Law (ORS 192), and the Consultant acknowledges that the UC H shall abide by the Oregon Public Records Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Oregon Public Records Law, including any determination made by a court pursuant to the Oregon Public Records Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Oregon Public Records Law to the Consultant.

- b** Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the UC H to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the UC H together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the UC H in the District's discretion. The UC H will make a good faith effort to accommodate a reasonable confidentiality request if in the District's opinion the UC H determines the request complies with the Law.

**1 . CONFIDENTIAL INFORMATION:**

Confidential Information. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to UC H or District's customers. Any and all information marked confidential, or identified as confidential in a separate writing, that UC H provides to Consultant or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of UC H ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (i) is or becomes (other than by disclosure by Consultant) publicly known; (ii) is furnished by UC H to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; i is obtained from a source other than UC H without the obligation of confidentiality, (v) is disclosed with the written consent of UC H, or (vi) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

- b** Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for

any purposes whatsoever other than the provision of Services to UC H under this Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist UC H in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise UC H immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with UC H in seeking injunctive or other equitable relief in the name of UC H or Consultant against any such person. Consultant agrees that, except as directed by UC H, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at District's request, Consultant will turn over to UC H all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

- c. Injunctive Relief. Consultant acknowledges that breach of this Section, including disclosure of any Confidential Information, will give rise to irreparable injury to UC H that is inadequately compensable in damages. Accordingly, UC H may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of UC H and are reasonable in scope and content.

## **2 . PUBLIC CONTRACTING REQUIREMENTS**

Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 10 hours in any one day, 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.

- b. Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

Liens and Claims. Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school UC H, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

- e. Income Tax Withholding. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)

Medical Care for Employees. Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical,



surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such Services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law or contract for the purpose of providing or paying for such service. (ORS 279B.230)

- g. Non-Discrimination. Consultant agrees to comply with all applicable requirements of federal and state non-discrimination, civil rights, and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
  - h. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these Services in the state of Oregon prior to entering into this Agreement.
  - i. Federal Environmental Laws. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
  - j. Tax Law Compliance. Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with: (1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant; (3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
21. **NOTICE**: All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.
22. **ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES**: This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended

except by a writing executed by both the Consultant and the UC H and approved by the UC H Board. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

23. **BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
24. **THIRD PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against UC H or Consultant. Consultant's Services under this Agreement shall be performed solely for District's benefit, and no other entity or person shall have any claim against Consultant because of this Agreement for the performance or nonperformance of Services hereunder.
2. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. Further, the failure of UC H to enforce any provision of this Agreement shall not constitute a waiver by UC H of that or any other provision.
2. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the UC H are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the UC H, and the Consultant shall have no obligation to perform any non-delegable function.
2. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
2. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
2. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Wasco County, Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States UC H Court for the UC H of Oregon, Portland Division.
3. **MEDIATION; TRIAL WITHOUT A JURY.** If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the

mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.

31. **FURTHER ASSURANCES**: Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
32. **SEVERABILITY**: If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.
33. **MODIFICATION**: Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of UC H and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this 8<sup>th</sup> day of May, 2025.

m b c e

**Rede Group**

Signed: \_\_\_\_\_

Signed: Robert Hutson

Name:

Name: Robb Hutson

Title:

Title: President

Address:

Address:  
511 Main St. Suite 201  
Oregon City, OR 97045

Phone:

Phone: 971-645-0381

Email:

Email: robb.hutson@redegroup.co

Federal Tax ID:

Federal Tax ID: 27-1600759

## »Scope of Work

### Umatilla County Community Health Assessment

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Under the direction of Umatilla County Public Health (UCPH), Rede Group will conduct a Community Health Assessment (CHA) for UCPH.

#### **To accomplish this work, Rede Group will conduct:**

##### **1. Project management + communication**

- Schedule, conduct, and document a virtual project start-up meeting with UCPH
- Write and maintain a detailed project plan and timeline
- Ongoing communication and project updates with UCPH
- Schedule and conduct ongoing virtual project check-in meetings with UCPH at an agreed-upon cadence that aligns with budget
- Determine community member incentive structure for participation

##### **2. CHA committee support**

- UCPH will lead the coordination and facilitation of the CHA Committee. Rede will support this effort not only by attending meetings, but by actively preparing for them in collaboration with UCPH. Given the committee's role as an advisory body guiding Rede's work, Rede should anticipate dedicating time to preparing for and following up on meetings, as to leverage the group's expertise. The committee meetings will be utilized to help refine the assessment objectives, define data collection needs and tools, establish a sampling strategy, ensure data collection practices are equitable and best fit for the Umatilla community, interpret findings, and identify priorities, goals, and reporting outputs.

##### **3. Community Health Assessment**

- Rede will collaborate with UCPH to identify, review, and interpret secondary local, state, and national data sources for health outcomes and the social determinants of health
- Conduct primary data collection using an equity lens. Methods could involve a combination of the following proposed approaches; however, this will be determined by the CHA Committee. Data collection opportunities can be offered in Spanish, as needs are identified and per guidance from the CHA Committee.
  - Community survey
  - Virtual community partner interviews
  - Virtual or in-person community member focus groups/listening sessions/knowledge exchange events
- Transcribe qualitative interview and focus group recordings
- Conduct qualitative and quantitative data analysis
- Review and gather feedback on the preliminary assessment findings with the CHA committee
- Develop and submit a CHA report
- Purchase, track, and distribute community member and organization participant incentives

## »Budget

Costs determined by estimated timeframe and the amount of work that can be completed within the given timeframe. Longer timeframes could result in impossible dollar increases as they allow for more to be done (that work to be determined by UCPH). Shorter timeframes may decrease dollar amounts but also limit the amount of work that can be completed.

Key deliverable	Timeframe	Cost estimate
1. Ongoing project management and communication with CCPH	July 2025 - Dec. 2025	\$3,000
2. CHA committee attendance and follow-up (i.e., processing notes for use in CHA development and implementation)	July 2025 - Dec. 2025	\$3,500
3. CHA data collection and analysis	Jul 2025 - Oct. 2025	\$7,250
4. Write and submit the CHA report	Oct. 2025 - Nov. 2025	\$4,000
Subtotal:		\$17,750
5. Community member participant incentives (i.e., focus groups, surveys)*	By Oct. 2025	\$2,200
Compensation Subtotal*:		Up to \$19,950

\*There is a wide range of how LPHAs are or are not compensating partners or community members. We are happy to talk more about this and decide how Umatilla County would like to proceed with compensation.

*Each item above includes all printed and other materials at cost. All of the equipment and electronics used in the project will be provided by Rede Group at no extra cost.*