

September 11, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners Clackamas
County

Approval of an Resolution Approving Amendments to a Service Agreement with OCHIN and Delegating Temporary Signature Authority to the Director of H3S for the operation of Epic Electronic Health Record. The Combined total of these Amendments are \$9,461.40. Funding is through Health Centers' Fee for Services Revenue. No county general funds are involved.

Previous Board Action/Review	No previous Board action.		
Performance Clackamas	Healthy People		
Counsel Review	Yes: Ryan Hammond	Procurement Review	No
Contact Person	Sarah Jacobson	Contact Phone	503-742-5303

EXECUTIVE SUMMARY: The Health, Housing, and Human Services Department requests approval of a Resolution to Approve OCHIN Amendments 105 through 108 and Delegate Temporary Signing Authority to the H3S Director. The purpose of these amendments is to support Health Centers operations by adding a Nuance DAX Copilot license for a provider, virtual Open Cohort Report Writer Admin training for the Epic Business Operations Analyst, a Notice of Non-Discrimination e-signature consent document, and implementation of OCHIN's standard Welcome Tablet Package for patient electronic check-in/out.

Clackamas County has maintained a Master Services Agreement (MSA) with OCHIN, Inc. since 2010 for Epic electronic health record (EHR) and related health IT services. OCHIN is a unique vendor that operates a consortium-based Epic platform serving community health centers nationwide. Transition to an alternative vendor would be a costly, multi-year transition that would jeopardize patient care. Over time, the County has entered into numerous Statements of Work and amendments to add functions such as training, e-signature tools, reporting enhancements

and new clinical technologies. These incremental amendments collectively reflect essential services needed to maintain compliance and daily operations.

Because OCHIN provides core EHR infrastructure, delays in signing amendments risk operational disruptions—

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such as delays in rolling out new modules, lapses in training, or interruptions to compliance with federal requirements. Bringing every small amendment to the Board creates an administrative burden without improving oversight, especially given the limited financial exposure of individual items.

Delegating temporary signing authority to the H3S Director for the next 18 months—while a new long-term MSA is negotiated—will reduce delays, streamline operations, and maintain accountability by setting a cap on the Director's signing authority for amendment costs. This approach balances efficiency with prudent fiscal oversight while ensuring essential services remain uninterrupted.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve the resolution authorizing the approval of amendments 105-108 to Agreement (192) with OCHIN and delegating limited signature authority to the Director of H3S for future amendments.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing & Human Services

ATTACHMENT: Resolution for approving amendments 105-108 (Attachemnt A1-A4) and granting limited signing authority to the Director of Health, Housing, and Human Services.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving a Resolution to
Approve OCHIN Amendments 105 through
108 and Delegate Temporary Signing
Authority to the H3S Director



Resolution No.

Page 1 of 2

Whereas, this matter came before the Board of County Commissioners of Clackamas County, Oregon at this time, and it appearing that approving the amendments and delegating limited signing authority will ensure continuity of health information technology services essential to County operations; and

Whereas, Clackamas County, through its Health, Housing and Human Services Department (H3S), has maintained a Master Services Agreement (MSA) with OCHIN, Inc. since September 13, 2010, for the provision of Epic electronic health record and related health information technology services; and

Whereas, OCHIN is a unique vendor that provides specialized, consortium-based Epic support and related services, and it would be difficult, if not impossible, to identify an alternative supplier capable of delivering comparable services at this time; and

Whereas, the existing MSA has been in effect for many years, during which the County has entered into various amendments and Statements of Work to add training, service enhancements, and new technology modules; and

Whereas, these amendments collectively represent ongoing and necessary adjustments to support County health operations; and

Whereas, staff anticipates that the MSA will be renegotiated within the next 12 months to ensure the terms, scope of services, and pricing remain aligned with the County's needs; and

Whereas, due to the unique nature of the agreement, the relatively small dollar values of the individual amendments, and the limited financial risk involved, it is appropriate for the Board to delegate signing authority for interim amendments to the H3S Director while negotiations for a new long-term agreement are underway; and

Whereas, there are currently four amendments (Statements of Work) before the Board for approval as part of this resolution, including (1) Welcome Tablet Implementation, (2) E-Signature Document Services, (3) Open Cohort Report Writer Admin Training, and (4) DAX CoPilot Add-On, attached hereto and incorporated herein as Exhibit A

Whereas, the combined total dollar amount of these four amendments is \$9,461.40.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving a Resolution to
Approve OCHIN Amendments 105 through
108 and Delegate Temporary Signing
Authority to the H3S Director



Resolution No.

Page 2 of 2

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve

1. Amendments 105 through 108 to the Master Services Agreement with OCHIN, Inc. in Exhibit A are hereby approved; and
2. Authority is delegated to the Director of the Health, Housing and Human Services Department to review, approve, and sign subsequent amendments, Statements of Work, and related documents under the OCHIN MSA for a period not to exceed eighteen (18) months from the date of this resolution, or until a new Master Services Agreement is executed, whichever occurs first; and
3. The delegation of authority granted above to sign amendments for the OCHIN MSA is limited to a cumulative total dollar value of \$9461.40.

DATED this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



STATEMENT OF WORK (#21590)
Welcome Tablet Implementation for SA10 Clackamas County

OCHIN, Inc. ("OCHIN"), and Clackamas County Community Health Division ("Clackamas County" or "Member") are parties to a Services Agreement dated 9/13/2010 (the "MSA" or "Master Services Agreement"). This Statement of Work (SOW) is a Statement of Work governed by, and entered into pursuant to, such MSA.

JIRA: EAPPS-585445

Service Name

Welcome Tablet Integration

Deliverables

OCHIN to implement and test the standard Welcome Tablet Package for member. The standard Welcome Tablet Package includes:

1. Check In, and check-out
 - a. Check In includes ability to sign consent forms and other documents, verify information and answer questionnaires.
 - b. Check-Out includes ability to schedule follow-up appointments and print out an appoint reminder or after visit summary.
2. Any currently available questionnaire currently built out as a patient facing questionnaire including but not limited to AUDIT, DAST, CRAFFT, SBIRT, PHQ-9, and MSPQ Questionnaires (complete list available at request)
3. MyChart sign up prompt
4. Allergy verification
5. Medication verification
6. 3 consent forms

Out of Scope

The following items are outside of the scope of this engagement:

- Any additional consents, questionnaires or training not mentioned in this statement of work.

Timeline

- Timeline to be determined with coordination between member and OCHIN after the successful stabilization of Welcome Tablet Integration projects in progress.

Timeline is dependent on following items:

- Signed Receipt of Statement of Work
- Project is estimated to be completed within 4 months of Kick Off Call



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Milestones	Estimated Duration	Deadline	Responsible Party
Project Prep Activities			
Demo / Kick-Off Call	1 day	TBD	OCHIN/Member
Welcome Workbook	14 days	TBD	Member
Welcome Documents (Questionnaire and Consent forms)	14 days	TBD	Member
Signed SOW	5 days	TBD	OCHIN/Member
Member Initial Equipment Order	30 days	TBD	Member
Welcome Build & Installation Activities			
Member to provide Tablet Workstation IDs (added through Webtools)	5 days	TBD	Member
Member to complete pre-installation steps	5 days	TBD	Member
Member to install Welcome Application on Tablets per instructions	5 days	TBD	Member
Build Welcome application framework in DEV	5 days	TBD	OCHIN
Build Welcome (Cluster - grouping of workstations - related build, if applicable)	5 days	TBD	OCHIN
QA Welcome application functionality in DEV	2 days	TBD	OCHIN
Build moved to REL	1 day	TBD	OCHIN
Member UAT Welcome in REL	10 days	TBD	Member
Build Approved by SA	5 days	TBD	Member
Move Welcome application to PRD	2 days	TBD	OCHIN
Member signs off on build: Changes post sign-off may require a change order	1 day	TBD	Member
Tablet Go-Live	1 day	TBD	Member



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Contact(s):

Organization	Name	Email
OCHIN	Jacey Jordan	jordanj@ochin.org
Member	Jason Lehman	JLehman@clackamas.us

Pricing and Terms

Fees

Pricing of this engagement will be at a Fixed Price. The following table indicates the fees for One-Time Set-up and Configuration. Maintenance will be billed on a monthly basis at 1/12th of the annual cost. Monthly maintenance will begin being billed after tablet go-live.

Description	Unit Cost	# Units	Cost
Set-up and Configuration	\$ 4,500	1	\$4,500
Total Development Cost			\$4,500
Description	Unit Cost	# Units	Cost
Annual Maintenance	\$865.20	1	\$865.20
Total Annual Maintenance			\$865.20

Pricing is subject to change with 90 days' notice per the MSA

Travel Fees

- No travel is anticipated and not included in this SOW

Payment Terms

1. Member shall be responsible for all Fees as identified in this Statement of Work, and any Change Orders, as applicable.
2. Invoicing will occur as follows, due net thirty (30) days from the date of the invoice.

Payment Trigger	Description	Payment
Signed Statement of Work	Total Cost	\$4,500
1 st Month Live	1/12 th of Annual Maintenance	\$72.10

[Signature Page to Follow]



Signatures

Signature is required to accept this SOW. By signing below, each party agrees to the proposed purchase and authorizes work to begin.

Clackamas County Community Health
Division
2051 Kaen Road, Ste. 357
Oregon City, OR 97045


OCHIN, Inc.
PO Box 5426
Portland, OR 97228-5426

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

DocuSigned by:

4AFA12EBB96A4EA...
By: _____
Authorized Signature

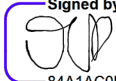
Name: Kim klupenger

Title: CXO

Date: 7/31/2025



OCHIN Internal Approval:

Jacey Jordan	<div>Signed by:  84A1AC0E770345F...</div>
Chris Renfro	Receives a copy
Zareen Razzaque	Receives a copy



STATEMENT OF WORK (#21467)
E-Signature Document(s) for SA10 Clackamas County

OCHIN, Inc. ("OCHIN"), and Clackamas County ("Clackamas County" or "Member") are parties to a Services Agreement dated 9/13/2010 (the "MSA" or "Master Services Agreement"). This Statement of Work (SOW) is a Statement of Work governed by, and entered into pursuant to, such MSA.

JIRA: OPT-198905

Deliverables

OCHIN to deliver 1 E-Signature consent document(s) to member per outlined in the JIRA

- Notice of Non-Discrimination

Note:

- *E-Signature consent document(s) can be created in multiple languages.*
- *Member is charged per E-Signature consent document(s). Additional consent document(s) requested in other languages provided at no cost.*

Timeline

OCHIN to deliver 1 E-Signature document(s) at an agreed upon timeframe between Member and OCHIN.

Contact(s):

Organization	Name	Email
OCHIN	Vala Pfeifer-Heseman	pfeifer-hesemanv@ochin.org
Member	Estefany Villavicencio	evillavicencio@clackamas.us

Pricing and Terms

Fees

All services related to this project as outlined in this Statement of Work, shall be performed on a Fixed Price as defined in the table below.

Description	Unit Cost	# Units	Cost
E-Signature Documents	\$170	1	\$170
HCCN 5% Discount	(\$8.50)		(\$8.50)
Total Cost			\$161.50

Pricing is subject to change with 90 days' notice per the MSA



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Payment Terms

1. Member shall be responsible for all Fees as identified in this Statement of Work, and any Change Orders, as applicable.
2. Invoicing will occur as follows, due net thirty (30) days from the date of the invoice.

Payment Trigger	Description	Payment
Signed Statement of Work	100% of Total Cost	\$161.50

[Signature Page to Follow]



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Signatures

Signature is required to accept this SOW. By signing below, party agrees to the proposed purchase and authorizes work to begin.

Clackamas County
2051 Kaen Road
Oregon City, OR 97045

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____



STATEMENT OF WORK (#21675)
Open Cohort Report Writer Admin Training for SA10 Clackamas County

OCHIN, Inc. ("OCHIN"), and Clackamas County Community Health Division ("Clackamas County" or "Member") are parties to a Services Agreement dated 9/13/2010 (the "MSA" or "Master Services Agreement"). This Statement of Work (SOW) is a Statement of Work governed by, and entered into pursuant to, such MSA.

JIRA: OPT-202509

Service Details

- Open Cohort Report Writer Admin Training
- Attendee(s): Jason Lehman
- All classes will be delivered Virtually
- Note: There will be a Kick-Off call on 09/02/2025, 10a-11a PT

Deliverables

The following Training is for:

Course Number/Name	Date/Time Course Offered
COG170 Cogito Fundamentals	9/16/25 - 9/18/25, 8a-3p PST
Advanced Reporting Workbench Build	9/23/25 - 9/24/25, 9a-1p PST
OCHIN Epic Editor 101	9/30/25, 9a-12p PT
OCHIN Reporting 101	10/1/25, 9a-11a PT
1 Proctored Exam	

*These dates may be adjusted by mutual agreement between Member and OCHIN.

Dependencies: Trainee must pass project and exams for Cogito Fundamentals and Cogito Tools Administration to attend the OCHIN Rule Editor and How to Apply Cogito courses. Competency in all courses may award trainee an Epic status of Proficient - Self-Study, and provision access in OCHIN Epic to the following build functions in the Development (DEV) environment:

- Column Editor
- Column Swapper
- Component Editor
- Dashboard Editor
- Extensions
- Linkage Editor
- Message Broadcasting
- Metric Editor
- Property Editor
- Resource Editor



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- Rule Editor
- Tags Editor
- Template Editor
- Template Manager

Timeline

Timeline is dependent on following items:

- SOW approval by 8/29/25
- First course begins 9/16/25
- Last course ends 10/1/25

Contact(s):

Organization	Name	Email
OCHIN	Jonathan Hart	hartj@ochin.org
Member	Jason Lehman	jlehman@clackamas.us

Pricing and Terms

Fees

All services related to this project as outlined in this Statement of Work, shall be performed on a Fixed Price as defined in the table below.

Description	Unit Cost	# of Attendees	Cost
COG170 Cogito Fundamentals	\$600	1	\$600
Advanced Reporting Workbench Build	\$200	1	\$200
OCHIN Epic Editor 101	\$75	1	\$75
OCHIN Reporting 101	\$50	1	\$50
1 Proctored Exam	\$10	1	\$10
Total Cost			\$935

Pricing is subject to change with 90 days' notice per the MSA

Travel Fees

- No travel is anticipated for this engagement and is not included in this Statement of Work.

Payment Terms

1. Member shall be responsible for all Fees as identified in this Statement of Work, and any Change Orders, as applicable.
2. Invoicing will occur as follows, due net thirty (30) days from the date of the invoice.

Payment Trigger	Description	Payment
Delivery of Training	Total Cost	\$935



Additional Terms

1. **Cancelations/Reschedules:** If a cancelation or reschedule occurs less than 7 days prior to the start date of a class, a 25% cancelation fee will be charged to member.
 - a. **Exception:** Missed class due to flight cancelation, inclement weather, or illness.
2. **No-Shows** = No refund

[Signature Page to Follow]



Signatures

Signature is required to accept this SOW. By signing below, each party agrees to the proposed purchase and authorizes work to begin.

Clackamas County Community Health
Division
2051 Kaen Road, Ste. 357
Oregon City, OR 97045

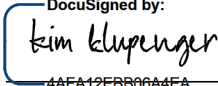
OCHIN, Inc.
PO Box 5426
Portland, OR 97228-5426

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____


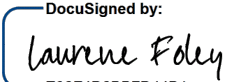
By:  _____
Authorized Signature

Name: Kim klupenger

Title: CXO

Date: 8/8/2025

OCHIN Internal Approval

Jonathan Hart	
Laurene Foley	



STATEMENT OF WORK (#21740)
DAX CoPilot Add On for SA10 Clackamas County

OCHIN, Inc. ("OCHIN"), and Clackamas County Community Health Division ("Clackamas County" or "Member") are parties to a Services Agreement dated 9/13/2010 (the "MSA" or "Master Services Agreement"). This Statement of Work (SOW) is a Statement of Work governed by, and entered into pursuant to, such MSA.

JIRA: EAPPS-590666

Deliverables

- Nuance Ambient eXperience (DAX) Access for 1 Provider(s)

Dependencies

- Licensure:
 - One DAX Copilot license per provider.
 - Members may be licensed for multiple ambient documentation solutions; however, individual providers may only be provisioned for one ambient vendor at a time within OCHIN Epic.
- Epic:
 - Providers must be provisioned in Haiku.
- Technology:
 - Required hardware:
 - Apple iPhones (version 6S or newer with iOS 15 or later); or
 - Apple iPod Touch (7th generation or newer with iOS 15 or later)
 - Note: Android devices are NOT supported.
 - Mobile applications:
 - Haiku must be downloaded on mobile device.
 - Dragon is recommended but not required.
- Policy:
 - Patient consent: Member will identify and document method for obtaining patient consent for ambient recording for documentation purposes (examples: verbal, paper, or electronically in EHR).

Timeline

Timeline is dependent on SOW Approval no later than 30 days of receipt.

- Licenses
 - Purchased at approval and available within 3 weeks from signing.

*Member is responsible for reading and understanding the additional terms section before SOW signature.



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Contact(s):

Organization	Name	Email
OCHIN	Steve Pittsley	pittsleys@ochin.org
Member	Jason Lehman	JLehman@clackamas.us

Pricing and Terms

Fees

All services related to this project as outlined in this Statement of Work shall be performed on a Fixed Price as defined in the table below.

Description	Unit Cost	# of Providers	Cost
Annual Maintenance	\$3,000 (\$250/month/provider)	1	\$3,000
Total Annual Maintenance Costs			\$3,000

Pricing is subject to change with 90 days' notice per the MSA

Travel Fees

- No travel is anticipated and not included in this SOW

Payment Terms

1. Member shall be responsible for all Fees as identified in this Statement of Work, and any Change Orders, as applicable.
2. Invoicing will occur as follows, due net thirty (30) days from the date of the invoice.

Payment Trigger	Description	Payment
1 st Month Following Signed SOW	1/12 th of Annual Maintenance	\$250

Additional Terms & Conditions

- I. Nuance DAX Copilot licenses are the property of OCHIN
- II. Nuance DAX Copilot equipment is the property of the member
 - a. Equipment is non-returnable and non-refundable
- III. Member may purchase Nuance DAX Copilot license(s) while on the OCHIN Epic platform
- IV. Transferability:
 - a. Once a Nuance DAX Copilot license is purchased by a member, member may transfer license(s) to other users within their organization
 - b. To transfer an existing, assigned license:
 - i. OCHIN must deactivate the current user before transferring to a new user within the member organization



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- V. Term: Member commits to a 12-month period (1 year) of maintenance fees, per provider, for user access
 - a. The 12-month term begins the first month following receipt of SOW signature
- VI. Non-refundability:
 - a. License and Maintenance fees are non-refundable:
 - i. If a member requests to terminate their Nuance DAX Copilot license(s) while on the OCHIN Epic platform, member will not receive a refund for license fees
 - b. If a member transitions off the OCHIN Epic platform:
 - 1. Member will not receive a refund for license fees
- VII. Termination:
 - a. While on the OCHIN Epic platform, member agrees to notify OCHIN in writing at least **60 days before expiration** of the active 1-year term that they do not intend to renew.
 - b. If no notice has been received, then at the end of the 12-month term, licenses will automatically renew and continue to automatically renew for 12-month periods (1 year) unless OCHIN receives notice to terminate in writing at least **60 days before Expiration** of the active 1-year term that they do not intend to renew.
 - i. Written notification must be submitted to ARSOW@ochin.org with a cc to SOW@ochin.org.
 - c. Member understands that transition off the OCHIN Epic platform terminates user access to Nuance DAX Copilot by way of deactivation
- VIII. Effect of Termination:
 - a. Upon receipt of written notice from member of intent to terminate, OCHIN will deactivate Nuance DAX Copilot access
 - i. OCHIN will only do so after acknowledgement of and verification with member of intent to terminate
 - 1. User access will be deactivated
 - 2. Maintenance fees will end only when the current, active 1-year term is complete
 - a. If member terminates during an active 1-year term, member will be charged a one-time early termination fee equal to the remaining monthly maintenance charges due per provider
 - b. Should member transition off the OCHIN Epic platform during an active 12-month term, member will be charged a one-time early termination fee equal to the remaining monthly maintenance charges due per provider

[Signature Page to Follow]



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Signatures

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Clackamas County Community Health
Division
2051 Kaen Road, Ste. 357
Oregon City, OR 97045

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____