

December 18, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of an Amendment to a Billing Services Agreement with OCHIN, Inc. for billing and reconciliation services. Amendment value is \$960,000 for 1 Year. Total Agreement value is \$4,340,898 for 5 Years and 6 Months. Funding is through Health Centers' Fees-for-Service Revenue. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	<ul style="list-style-type: none"> <li>• Original Agreement_ executed by Department: 06/15/2020</li> <li>• Amendment #1 _executed by the County Administrator: 01/06/2025</li> </ul>		
<b>Performance Clackamas</b>	Healthy People		
<b>Counsel Review</b>	Yes - Amanda Keller	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Sarah Jacobson	<b>Contact Phone</b>	503-742-5303

**EXECUTIVE SUMMARY:** The Health Centers Division of Health, Housing, and Human Services Department requests approval of Amendment #2 to a billing services agreement with OCHIN. The purpose of this amendment is to extend the agreement term for 1 year and add funds for that extended term. The billing services agreement covers insurance claims processing and coding for the Epic electronic health record system. The Health Centers Division is in the process of establishing a new Master Services Agreement with OCHIN, Inc., for Epic, which will include billing services provided by OCHIN. This amendment will allow continued services while the new Master Services Agreement is established.

**RECOMMENDATION:** The staff respectfully requests that the Board of County Commissioners approve amendment #2 to the Agreement (9699) with OCHIN, Inc. and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing & Human Services

For Filing Use Only

**AMENDMENT #2**  
**TO THE CONTRACT DOCUMENTS WITH OCHIN INC. FOR**  
**BILLING SERVICES AGREEMENT**  
**Contract #9699**

This Amendment #3 is entered into between **OCHIN, Inc.** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **July 1, 2020** (“Contract”).

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. **Term & Termination.** Section 6 of the OBS Agreement is hereby amended to extend the termination date from December 31, 2025, to December 31, 2026.
2. **Attachment A, Compensation.**

- a. Section 4.1 of Attachment A to the OBS Agreement is amended as follows:

Effective January 1, 2026, through December 31, 2026, Member will compensate OCHIN in accordance with the following rates:

4.1 Base Billing Services:

4.1.1 Insurance and Self Pay Collections will be charged based on aging of the dollars posted according to the aging schedule described in the following table. Aging is defined as the number of calendar dates from Date of Service to Date the payment is posted in the OCHIN Epic system.

<b>INSURANCE</b>				
	<b>Days</b>	<b>Billing</b>	<b>Coding</b>	<b>Total</b>
	0 - 30	5.60%	0.40%	<b>6.00%</b>
	31 - 60	6.10%	0.40%	<b>6.50%</b>
	61 - 90	6.35%	0.40%	<b>6.75%</b>
	91 - 120	7.35%	0.40%	<b>7.75%</b>
	121 - 180	9.35%	0.40%	<b>9.75%</b>
	181 - 365	11.35%	0.40%	<b>11.75%</b>
	365+	14.35%	0.40%	<b>14.75%</b>

<b>SELF PAY</b>				
	<b>Days</b>	<b>Billing</b>	<b>Coding</b>	<b>Total</b>
	0 - 30	6.35%	0.40%	<b>6.75%</b>
	31 - 60	7.85%	0.40%	<b>8.25%</b>
	61 - 90	9.35%	0.40%	<b>9.75%</b>
	91 - 120	10.35%	0.40%	<b>10.75%</b>
	121 - 180	11.35%	0.40%	<b>11.75%</b>
	181 - 365	13.35%	0.40%	<b>13.75%</b>
	365+	15.35%	0.40%	<b>15.75%</b>

4.1.1 Through the service period 1/1/2026-6/30/2026, the OCHIN will charge the Member the less of the total fees above and 7.0% (6.5% for billing and 0.5% for coding) of collections during the service period.

- b. Section 4.2 of Attachment A to the OBS Agreement is amended as follows:

4.2 Claims – Capitation

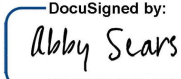
1. Per Encounter – Capitation Only: Base Billing Services for encounters which include a service within the scope of a capitated or PMPM service agreement for which an insurance claim is made, and payment is not posted back in the EPIC system: \$6.00 per claim;
2. Per Encounter + % of Collections of FFS Portion: Members may contract with certain Payors for different reimbursement models and at times have certain services carved out. If a payor reimburses for some services in a capitated model, and other services in an FFS/PPS model in the same encounter, then OCHIN will charge a percentage of collections for the services paid fee for service and \$3.50 for the services paid at a capitated rate (effective 1.2025).

3. **Counterparts.** This Amendment may be executed in counterparts, each of which will be an original and all of which will together constitute but one and the same instrument. Signatures transmitted by fax or electronic means will be effective as originals.

ORIGINAL CONTRACT	\$ Uncapped
AMENDMENT #1	\$ 58,362.56 + Scope+ Rate Update + Time
<b><u>AMENDMENT #2</u></b>	<b><u>\$ Rate Update + Time</u></b>

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

**Ochin, Inc.**

DocuSigned by:  
  
 707B54B4A65144A...  
 Authorized Signature \_\_\_\_\_ Date 12/1/2025  
 Abby Sears  
 Printed Name \_\_\_\_\_

**Clackamas County**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Approved for Legal Sufficiency:**

Amanda  
 Keller  
 County Counsel  
 Digitally signed by  
 Amanda Keller  
 Date: 2025.12.01  
 13:12:10 -08'00'  
 Date \_\_\_\_\_

## **AMENDMENT NO. 1 TO BILLING SERVICE AGREEMENT**

### **BETWEEN CLACKAMAS COUNTY AND OCHIN INC.**

**THIS AMENDMENT NO.1 TO BILLING SERVICES AGREEMENT BETWEEN CLACKAMAS COUNTY AND OCHIN INC.** (“Amendment”) is entered into upon signature, (“Effective Date”) by and between OCHIN, Inc., an Oregon non-profit corporation (“OCHIN”), and Clackamas County (“Member”).

### **RECITALS**

**A.** OCHIN and Member are parties to a Billing Service Agreement (“OBS Agreement”) dated July 1, 2020, which includes all attachments, and the government addendum attached thereto.

**B.** The parties wish to amend the OBS Agreement as provided in this Amendment #1.

The parties therefore agree as follows:

### **AGREEMENT**

1. **Adoption of Recitals.** The recitals above are adopted and incorporated into this Amendment.

2. **Term & Termination.** Section 6 of the OBS Agreement is hereby amended to extend the termination date from July 1, 2025, to December 31, 2025.

3. **Compensation.** Section 4.1 of Attachment A to the OBS Agreement is amended as follows:

Effective October 1, 2024, through December 31, 2024, Member will compensate OCHIN in accordance with the following rates:

4.1 Base Billing Services

4.1.1 6.5% of non-DMAP Insurance Collections

4.1.2 \$6 per DMAP and Capitation

4.1.3 Self-Pay Billing and Collection Services: 6.5% of Patient Collections

4.1.4 Coding at the rate of .5% of Patient Collections and non-DMAP Insurance Collections

Beginning January 1, 2025, through December 31, 2025, Member will compensate OCHIN in accordance with the following rates:

4.1 Base Billing Services

4.1.1 6.5% of non-DMAP Insurance Collections

4.1.2 \$6 per DMAP and Capitation

4.1.3 Self-Pay Billing and Collection Services: 6.5% of Patient Collections

4.1.4 Coding at the rate of .5% of Patient Collections and non-DMAP Insurance Collections

4.1.5 \$3.50 per encounter that includes both capitation and fee for service (FFS) reimbursement on the same encounter.

OCHIN may annually change the compensation set forth above. Provided, however, that OCHIN shall provide Member ninety (90) days' written notice of any proposed compensation change. Member may either accept the change, negotiate with OCHIN for an alternative change, or terminate the OBS Agreement. If Member agrees to the compensation change, the parties will execute a written amendment to the OBS Agreement.

4. **Correcting Billing Error.** The parties acknowledge and agree that OCHIN incorrectly billed Member in the amount of Twenty-Five Thousand Two Hundred Eighty-Five Dollars and 50 Cents (\$25,285.50). To correct the error, OCHIN hereby agrees to either provide Member a credit in the amount of \$25,285.50, to be applied against any future invoice or, at Member's discretion, to reimburse Member the \$25,285.50 within thirty (30) days of execution of this Amendment #1.

5. **Billing Dispute:** OCHIN and Member have engaged in good faith negotiations to resolve a dispute as to the correct compensation owed by Member, to OCHIN, under the OBS Agreement.

By execution of this Amendment #1, and to resolve the dispute, the parties have agreed to the following: Member will, within thirty (30) days of execution of this Amendment #1, pay OCHIN the sum of **\$58,362.56**. This amount reflects the sum of \$68,362.56 owed by Member, less a \$10,000 credit OCHIN has agreed to provide to resolve the dispute. For the sake of clarity, OCHIN and Member agree that the \$68,362.56 is the net amount owed to OCHIN by Member after the \$25,285.50 mentioned in paragraph 4 is applied to Member's outstanding balance of \$93,648.06.

The parties hereby acknowledge and agree that Member's payment of the \$58,362.56 set forth in this Section 5 of Amendment #1 fully satisfies any and all claims by OCHIN or Member with respect to the dispute arising under the OBS Agreement. By signing below, OCHIN and Member hereby release each other from any and all claims, whether known or unknown, related to amounts owed under the OBS Agreement as of the effective date of this Amendment #1.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which will be an original and all of which will together constitute but one and the same instrument. Signatures transmitted by fax or electronic means will be effective as originals.

Except as expressly amended above, all other terms and conditions of the OBS Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #6, effective upon the date of the last signature below.

**OCHIN**

OCHIN, INC.

By:

DocuSigned by:  
*Abby Sears*

707B54B4A65144A...

Abby Sears, Chief Executive Office

**MEMBER**

*Gary Schmidt*

01/06/2025

Health, Housing, and Human Services

By: Gary Schmidt

Title: County Administrator