



**REQUEST FOR PROPOSALS**  
**RFP# V211-19-019**  
**Infirmery Electronic Health Records**  
**12 August 2018**

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Virginia Military Institute  
Lexington, Virginia 24450-0304

**REQUEST FOR**  
**PROPOSALS RFP # V211-**  
**19-019**

Issue Date: 12 August 2018

Title: INFIRMARY ELECTRONIC HEALTH RECORDS

Due Date: 13 September 2018 at **2:00 PM EST**  
Mailed or hand delivered to VMI Procurement Services

Commodity Code: 20860 / 20863 / 20842 / 20819 / 92007

Issuing Agency: Virginia Military  
Institute Procurement  
Services 314 Smith  
Hall  
Lexington, VA 24450

If Proposals are mailed: send directly to the Issuing Agency shown above. If Proposals are hand delivered, deliver to the Virginia Military Institute, Procurement Services, 314 Smith Hall, Lexington, VA 24450. **NO LATE SUBMISSIONS WILL BE ACCEPTED.**

**IDENTIFICATION OF BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and identified as instructed in Section IX, paragraph H. The envelope should be addressed as directed in the heading of this Page of the solicitation. No other correspondence or other Proposals should be placed in the envelope.

All Inquiries For Information Should Be Directed To: MAJ Lynn Carmack, VMI Procurement Services at [carmacklw@vmi.edu](mailto:carmacklw@vmi.edu). **Use of the Understanding of Requirements Form, Attachment D, must be used. No phone calls will be accepted; no emails will be answered.** Answers will be posted in the form of an addendum.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

Medicat, LLC.

303 Perimeter Center N. Ste 320  
Atlanta, GA

Zip Code: 30346

Date: September 26, 2018

By: Jay Spivey  
(Signature In Ink)

Name: Jay Spivey  
(Please Print)

Title: Manager of Software Sales

EVA Vendor ID or DUNS number 36-334-2580

Phone: (404) 847-8113

E-mail: jspivey@medicat.com

Fax: (866) 550-6706

Minority Vendor: \_\_\_\_\_ Woman owned: \_\_\_\_\_ Small Business \_\_\_\_\_ CERTIFICATION #: \_\_\_\_\_

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**



Response to:

Virginia Military Institute

RFP# V211-19-019

Infirmery Electronic Health Records

**Original**

September 26, 2018

*Prepared for:*







September 26, 2018

Virginia Military Institute  
Procurement Services  
Attn: MAJ Lynn Carmack  
314 Smith Hall  
Lexington, VA 24450

Re: RFP# V211-19-019

Dear Ms. Carmack and Selection Committee:

Medicat, LLC is pleased to present the following Response to RFP# V211-19-019 for a Vendor Hosted, Electronic Health Record Management Solution system to serve the cadets of the Virginia Military Institute (VMI). As "Your Partner in College Health," Medicat's RFP response and cost proposal is simple, transparent, and represents our one-solution approach to meeting the needs of VMI. Every capability listed is in full production.

Medicat will deliver 24/7 support, expert training and implementation, and ongoing Client Services support. That is why clients give their experience with Medicat an average score of 4.5, where 5 is "highly satisfied." For these reasons and more, Medicat's Client Community has doubled in size since 2011. We now provide solutions and services to 445 education clients, representing 3.5 million students in 47 states and three countries, and serve over 4,000 concurrent users daily.

As our reference clients will attest, Medicat will be your partner committed to delivering a best-in-class patient health management solution with unsurpassed client support. Medicat's proposal is for a simple, bundled annual License, Maintenance and Support fee which provides for:

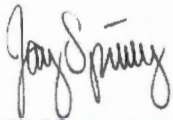
- Federally certified EHR - ONC Health IT Certification, 2014 Edition
- Type 2 SOC 2 and Type 3 SOC Certified Datacenter
- Vendor that is Type 1 SOC 2 + HITRUST CSF, and Type 2 SOC 2 + HITRUST CSF Certified
- Practice Management & Billing
- Patient Education content in multiple languages
- HIPAA and FERPA Compliance
- Robust Student Health Template Library
- Standard & Analytical Reporting
- Unsurpassed Client Services and Support
- Updates and ongoing product innovation at no additional cost

As described in the RFP, Medicat's Patient Health Management Solution is a robust, flexible, and customizable system that will meet the current and future needs of VMI. The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to VMI, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead VMI as to any material facts.



Thank you for the opportunity to participate in your RFP Process; we look forward to discussing how Medicat will meet your needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Spivey".

Jay Spivey  
Manager of Software Sales  
Medicat, LLC  
Phone: 866-633-4053 ext. 8113  
[jspivey@medicat.com](mailto:jspivey@medicat.com)



## Table of Contents

Requirements.....	10
Electronic Health Records .....	10
Documentation .....	13
Tracking .....	14
Student Portal .....	15
Support.....	16
Attachment A: Offeror Data Sheet.....	29
Attachment B: Conflict of Interest Statement .....	30
Attachment C: Sample Contract .....	31
Attachment D: Understanding of Requirements.....	32
Addendum 1 .....	33

## Medicat Exhibits

Exhibit 1: Why Medicat for College Health .....	35
Exhibit 2: Medicat Product Capabilities Overview .....	42
Exhibit 3: Medicat Key Personnel .....	48
Exhibit 4: Do HIPAA Rules Apply to Student Health Clinics .....	51
Exhibit 5: Data Centers and Infographic.....	71
Exhibit 6: Medicat Software as a Service End User License Agreement VMI .....	76
Exhibit 7: Medicat Reports List and Samples.....	91
Exhibit 8: Medicat Sample Implementation Plan.....	98
Exhibit 9: Medicat Implementation Overview .....	101
Exhibit 10: Medicat Demographic Import .....	116
Exhibit 11: Medicat Bursar File Export .....	123

**REQUEST FOR PROPOSAL (RFP)**

**RFP # V211-19-019**

**TABLE OF CONTENTS**

I. Purpose .....	Page 4
II. Small, Woman-Owned and Minority (SWaM) Participation .....	Page 4
III. VASCUPP Expanded Cooperative Language.....	Page 4
IV. Background....	Page 5
V. Requirements.....	Page 6
VI. Evaluation and Award.....	Page 9
VII. Proposal Preparation and Submission.....	Page 10
VIII. General Terms and Conditions .....	Page 13
IX. Special Terms and Conditions.....	Page 19

Attachments

Attachment A: **OFFEROR DATA SHEET**  
Attachment B: **CONFLICT OF INTEREST STATEMENT**  
Attachment C: **SAMPLE CONTRACT**  
Attachment D: **UNDERSTANDING OF REQUIREMENTS**



## **I. PURPOSE:**

The purpose of this Request for Proposal (RFP) is to establish a term contract with one or more vendor(s) to provide an Electronic Health Record Management Solution to Virginia Military Institute, hereinafter referred to as VMI, an agency of the Commonwealth of Virginia. The successful offeror(s) will be responsible for providing and maintaining the servers; providing redundant backups, providing the software and software updates and upgrades; and monitoring database security for the Institute and any other entity of VMI.

Initial contract shall be for five (5) years with an option to renew annually for five (5) additional one-year periods.

## **II. SMALL, WOMAN-OWNED AND MINORITY (SWaM) PARTICIPATION**

It is the policy of the Commonwealth of Virginia and Virginia Military Institute to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. To that end, VMI is fully committed to achieving the standards set forth in the Governor's Executive Order and expects its partners to support a goal of no less than 42% spend with SWaM certified vendors. Preference will be given during evaluation to those business entities that are current SWaM certified. Information regarding certification can be obtained at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov).

## **III. VASCUPP EXPANDED COOPERATIVE LANGUAGE:**

**CONTRACT PARTICIPATION:** Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead-issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

#### **IV. BACKGROUND:**

##### **The Institute**

The mission of VMI is to develop educated, honorable men and women, prepared for the varied work of civil life, imbued with love of learning, confident in the functions and attitudes of leadership, possessing a high sense of public service, advocates of the American democracy and free enterprise system, and ready as citizen-soldiers to defend their country in time of national peril.

To accomplish this result, Virginia Military Institute shall provide to qualified young men and women undergraduate education of highest quality – embracing engineering, science, and the arts – conducted in and facilitated by the unique VMI system of military discipline.

Founded in 1839, the Virginia Military Institute is a four-year undergraduate college awarding B.A. and B.S. degrees. VMI is the nation's first state-supported military college and from the beginning, the VMI experience has instilled the character traits of service to community and to others in its cadets. Current enrollment is approximately 1700 cadets from 45 states and 7 countries. The VMI campus sits on 134 acres, 12 of which are designated as National Historic District.

##### **Infirmery**

The VMI Infirmery offers all the services usually found at a private doctor's office in addition to needs specific to VMI. The Infirmery is open and staffed by a nurse 24 hours a day, seven days a week, during the regular academic year to serve the full Corps of Cadets. Summer programs are limited and the Infirmery hours are Monday – Friday from 7am – 4pm.

- Staff includes a full-time physician, a nurse practitioner, six full-time nurses, three administrative staff, and six part-time relief nurses
- Eighteen inpatient beds for overnight observation, isolation and post-surgical care
- Physician and nurse practitioner provide clinic hours on Monday – Saturday
- Physician and nurse practitioner provide 24 hour on-call coverage
- 100+ cadet visits in 24 hours possible during fall semester
- Approximately 90 of student visits are walk-in without an appointment
- On-site licensed pharmacy
- Provides allergy injections, lab draws, and specimen collection
- Assists cadets with scheduling off Post referral appointments and transportation
- Hosts annual two-day flu clinic for approximately 1700 cadets



## V. REQUIREMENTS:

### Electronic Health Records:

College health focused EHR

Medicat has been dedicated to College Health for over 24 years. Since the first PM/Scheduling college health implementation in 1994, Medicat has led the way in meeting the needs of student health and counseling centers. As the Education market leader, Medicat, LLC provides solutions and services to 445 colleges and universities – more than any of our direct competitors combined.

As these market decisions and our references will attest, and as described in Exhibits 1 and 2, Medicat's Patient Health Management Solution (EHR/PMS) is a robust, flexible, and customizable system that will meet the current and future needs of VMI.

**See Exhibit 1:** Why Medicat for College Health

**See Exhibit 2:** Medicat Product Capabilities Overview

Medicat's goal is to be the unambiguous leader in the college health market with respect to technology innovation, service, and support. Medicat's mission statement provides the roadmap to achieving that goal: "Best Product, Superb Implementation & Unsurpassed Support." Progress toward this goal is reflected in the decision by 445 colleges and universities to make Medicat their choice. These decisions affirm that Medicat is working hard to live our company mission statement every day.

A company is only as good, and successful, as its employees. Medicat staff are the most qualified in their fields, have an average tenure of eight years (with several over 10 years and four of those over 15 years), and are required to complete HIPAA Certification, along with other industry certifications according to job role, functions, and partnerships. Additionally, all Medicat IT staff are required to complete HIPAA Security Certification annually.

Medicat's Training and Implementation Team has collectively implemented EHR in over 1,200 clinics in their careers, including 300 in college health. Medicat provides all services and does not subcontract to outside firms or use contractors or subcontractors. All development, sales, training, service and support are provided by U.S. based employees.

Medicat staff bring the following skill sets to bear for the VMI Implementation:

- Extensive college health EHR implementation experience
- Multi-clinic, multi-specialty, multi-location experience
- Data Conversion and Interface experience
- Cumulative workflow experience from other large university clients for UM's benefit
- Interpersonal experience with all staff roles: from front desk staff to providers and executive leadership
- Implementation strategies for staff needing additional IT assistance
- Listening and teaching skills
- Consultative and partnership implementation strategies

**See Exhibit 3:** Medicat Key Personnel

On a higher level, Medicat's vision is to take EHR "Beyond the Chart" – to a fully integrated Patient & Population Health Management tool dedicated to quality of care, patient safety, and workflow



productivity. Medicat's ongoing record of college health firsts is the best evidence of this vision and of our commitment to delivering a product that will continue to meet new requirements and expectations.

Following are some of the firsts that Medicat has introduced to college health:

- Seamless integration between EHR, Practice Management, Billing solutions, Online Patient Portal, and Self Check-in with integrated scanning
- Meaningful Use Stage 2 (ONC 2014) Certification
- EHR Guarantee – Workflow productivity with Medicat EHR is guaranteed
- E-Prescribing (including controlled substances)
- Interoperable Patient Health Records
- College Health EHR Template Clearinghouse – Unique among vendors
- Support Portal – client submission and tracking of support cases in real time
- 24/7 Client Support provided to all clients – No extra charge
- Syndromic Clinical Protocol Manager
- OCR scanning of insurance card & driver's license data directly into the chart
- Students' ability to upload scanned documents directly to their chart
- Hosted solution offering 99.99% Service Level Guarantee
- Internally SOC 2 Type I certified as an organization

#### FERPA compliant health record storage

Medicat is both HIPAA and FERPA Compliant. Medicat uses all current IT industry standards, including standard software engineering methodologies for testing software, to ensure HIPAA compliance for all medical and mental health Protected Health Information (PHI).

Because HIPAA and FERPA Security are important considerations for VMI, it is important to note that all Medicat staff are required to complete HIPAA Certification, and all Medicat IT staff are required to complete HIPAA Security Certification annually.

Additionally, Medicat staff maintain industry certifications according to job role, functions, and partnerships.

#### **See Exhibit 4: Do HIPAA Rules Apply to Student Health Clinics**

#### User-friendly format

Medicat's "Ease of Use" Guarantee ensures that staff are able to document as many patients, if not more, in the Medicat EHR as they did on paper.

#### Ability to document 24/7

The Medicat Hosted System is available for documentation 24/7. With Medicat's overall investment in our Data Center, Medicat is the only College Health vendor to provide a 99.99% SLA, guaranteeing a maximum down time of five minutes per month. Over the last two years, we have achieved 100% uptime.

#### **See Exhibit 5: Data Centers and Infographic**

### Multiple users at once (up to 8)

The pricing shown in the Medicat Pricing Proposal includes up to eight concurrent users. All staff who need access to Medicat will have their own login information and may access the system at the same time without being denied access or booting current users. VMI is only charged based on the number of concurrent users.

### See Medicat Pricing Proposal - Virginia Military Institute

**See Exhibit 6:** Medicat Software as a Service End User License Agreement Virginia Military Institute

### Off Post System Access for all permissioned users

Medicat provides remote access for permissioned users at no additional charge. Remote users may connect via Remote Desktop Protocol (RDP), which supports Network Level Authentication. In addition, Medicat provides Enable IP™, a solution to restrict remote access to pre-approved IP addresses or ranges. Additional fees apply.

### Customized scheduling by clinic

Each clinic utilizing Medicat will have their own, customized schedule, including the respective Providers, Nurses, Appointment Reasons, Appointment Durations, etc.

### Integrated scanning (insurance cards, other health provider records)

Medicat's integrated scanning solution is included as standard. This provides "one-click" scanning or document import into the Medicat system, including insurance cards, paper records, and other forms needing to be captured within the patient record.

### Quick electronic student sign in—Colleague/Postview interface

Medicat's Self Check-In is standard and allows for patients to login using any number of identifying criteria, in addition to swiping a cadet ID card. The criteria for logging in include demographic information brought over in the data exchange with Colleague/Postview.

### Lab Interface

Medicat supports bi-directional interfaces via HL7 and will interface with VMI's lab of choice.

### E prescribing

Medicat provides ePrescribing and ePrescribing of Controlled Substances (EPCS). Medicat's chosen ePrescribing partner is DrFirst Rcopia, the leading ePrescribing vendor integrated to the SureScripts ePrescribing network.

### EPIC Interface

Medicat currently has interfaces with EPIC and is willing to explore an interface for VMI with Carillon Hospital, however it will be important to open a dialogue with EPIC to confirm that they will be willing to move forward with an interface for VMI with Medicat. The cost for this interface will be determined after initial exploratory conversations between the three parties in order to define the magnitude and overall Scope of Work. The cost will be in addition to the pricing shown in the submitted Pricing Proposal.



## Inventory Management – On Site Licensed Pharmacy/Clinical Supplies

Medicat's Inventory Management module is included as standard and will allow for full tracking of inventory, notification of approaching or exceeding a reorder threshold, and the generation of reorder lists/reports. Inventory added in the Plan section of a note within the EHR will automatically be deducted from inventory counts.

### **Documentation:**

#### Pre-built templates for college health visits/problems

Medicat comes complete with over 200 college health specific forms and templates. Additionally, Medicat's Template Clearinghouse is a library of over 450 shared templates from nearly 200 Medicat clients, available for use by all participating clients.

#### Ability to custom build templates for each specific user

Medicat's Template Builder comes standard and is included at no additional cost. VMI staff may modify existing templates and build new templates for each user.

#### Progress notes for inpatients

Progress notes may be utilized for inpatients, with the ability to capture information chronologically across the duration of the cadet's visit. This includes date and time stamped instances of vitals, showing when they were taken and which user entered the information into the Progress Note.

#### Non-medical staff charting

Non-medical staff may chart as long as they have the appropriate permissions. This includes an administrative or front desk user documenting a Phone Note for example.

#### Off campus prescription tracking

Medications prescribed by off-campus Providers may be manually entered into the patient record, which will then allow for full drug/drug interaction checking. In addition, with Medicat's ePrescribing solution, any medication that has been applied to the patient's insurance from outside Providers will also be visible in the DrFirst Rcopia screen.

#### Stat and routine medication orders

Stat and routine medication orders may be established within Medicat's "treatment set" feature, which is essentially a mini-encounter form. These orders may be quickly initiated by setting up favorites within the EHR to apply and order the appropriate medication in only a few clicks based on the scenario.

#### Bedside charting

Bedside charting is standard in the Medicat system and is accomplished via Remote Access. Permissioned users may connect to Medicat and document as long as there is an internet connection.



## Mass Vaccination tool for flu shot clinic

Medicat provides a Mass Vaccination Tool as standard within the Medicat solution. This tool allows for streamlining flu shot clinics, athletic physical clinics, and other "treatment clinics" where many students are treated within a short span of time for a specific reason.

### **Tracking:**

#### Provider follow up reminders

Provider follow-up reminders are listed directly on the EHR home screen, displayed as "To Do's." In addition, the bottom toolbar that is visible across the EHR will show the number of outstanding and current To Do's assigned to the respective signed-in user. Reminders may be added within the Plan section of the note.

#### Patient tracker screen

The EHR home screen displays information on appointments and patients to allow for full tracking across the visit. This includes the time they Arrived in the Infirmary, were Ready for the visit, Admitted into the exam room, which room they were assigned to, the time they were Discharged, and a time tracker showing how long they were in each "step" of the visit. Other fields that may be displayed include the Appointment Description, free text entry of instructions for users, the Admitting Nurse, Managing Provider, and overall Duration of Stay.

#### Vaccination tracking

Medicat's Immunization Compliance Manager (ICM) is designed to streamline the tracking of compliance and notification of non-compliance to cadets. By filtering from the demographic data within Colleague, ICM applies the appropriate and respective requirements for each individual cadet. Notifications of non-compliance may be sent via email, Secure Message, Text Message, and a combination of the three methods.

### Reports:

#### Data Analysis and Statistics

All Reporting in Medicat is standard and included at no additional cost. Medicat offers exceptional reporting capabilities, including standard reports, analysis, graphing, and ad-hoc query reporting.

#### **See Exhibit 7: Medicat Reports List and Samples**

#### Automated visit and diagnosis trends

Visit and diagnosis trend reports may be scheduled to automatically run based on VMI's preference.

#### **See Exhibit 7: Medicat Reports List and Samples**

#### Ad Hoc query reporting

Medicat provides Ad Hoc query reporting through the Report Writer tool, which is included at no additional cost.

#### **See Exhibit 7: Medicat Reports List and Samples**

## **Student portal:**

### **Secure Messaging**

Medicat's Secure Messaging feature is HIPAA compliant and provides Secure Messaging to/from staff and staff to student via the Medicat EHR and Patient Portal.

### **See Exhibit 2: Medicat Product Capabilities Overview**

#### **Student portal secure message alerts**

Medicat's Secure Messaging may be set to send a notification email and text to the student alerting them they have a Secure Message awaiting their review on the Patient Portal.

#### **Online appointment scheduling**

Online appointment scheduling is standard in the Medicat system. VMI may choose what type of appointments may be scheduled online, when they can be scheduled, and with whom the appointment is scheduled. In addition, appointments may be scheduled as triage visits.

#### **Appointment reminders**

Appointment reminders may be sent to the Patient Portal via Secure Messages. Anytime a Secure Message is sent, an automated "trigger" email and text are sent to the cadet letting them know that there is an important message from the Infirmary on the Portal along with instructions to access it.

#### **Access to vaccination history, provider notes, etc.**

Cadets may access vaccination history, print their vaccination record, access Provider notes that have sent from the EHR, and access Lab results within the Patient Portal.

#### **Demographic and insurance updates**

Cadets may update demographic information within the Patient Portal, which will update their overall Medicat record. Based on VMI's preference, the information updated by the cadet may remain in place and not be overwritten once the nightly data exchange occurs with Colleague. Cadets may also enter insurance information and scan a copy of the front and back of their insurance card.

#### **Online form submission**

Any forms currently collected in paper may be presented to the cadet as an electronic form in the Patient Portal, including Health History, Physical, Privacy acknowledgment, and Release of Information to name a few. With the Patient Portal's Document Upload feature, anything requiring a signature by a Physician, Parent/Guardian, or the cadet may be uploaded in the Patient Portal and is then fed to the appropriate section of the cadet's respective record.

#### **Patient Education**

Medicat partners with Wolters Kluwer to provide Lexicomp Patient Education materials for all clients. The patient handouts and education tools are available in over 20 languages and may be printed and/or sent to the Patient Education section of the Patient Portal for viewing and printing by the student from a computer or smart device.



## **Support:**

### 24/7 support

Medicat's Customer Support (including Maintenance, Technical, and Application Support) is available 24/7/365 at no cost. VMI may email, call, fax, or use our online Help Center for questions or issues at their discretion. All Medicat Support staff are in the US, primarily in Atlanta, GA. Standard support hours are Monday – Friday, 8:00am ET to 8:00pm ET. Support calls made after 8:00pm ET are handled by the on-call Support Team for complete 24/7 support coverage. For any calls not directly answered, the voicemail left will be escalated internally every 15 minutes, if not returned immediately. If the voicemail is not returned within 60 minutes, the message is escalated to our CEO, which has never happened. A Medicat Support Specialist is on call 24/7.

Medicat guarantees in writing a four-hour response time with either a resolution or a status update. In practice, Medicat has not taken longer than 59 minutes in the past seven years to respond to any client call, as explained above. Every call is deemed important and escalated to be handled immediately, eliminating the need for a case prioritization system. Whether a final resolution is achieved immediately or not depends on the issue and every client has access to the Help Center to monitor the status of their support calls.

Each communication with Medicat staff is logged in our Ticket Management System to track the question or issue from inception to resolution. The Ticket Management System is fully integrated with our Client Relationship Management System to serve our clients.

### Initial Technical & Installation Set-up services

Initial Technical & Installation Set-up services are included in the Medicat Pricing Proposal.

**See Exhibit 8:** Medicat Sample Implementation Plan

**See Exhibit 9:** Medicat Implementation Overview

### On-site training for staff

Two days of on-site training for staff is included in the Medicat Pricing Proposal. Clients typically reserve the use of these days for their "go-live," in order to have their Implementation Specialist on-site for any questions that may come up during the first few days of being live on Medicat.

### Super-user training

Individual training is provided for System Administrators and Super-Users, Providers, and Office Staff. Staff are trained based on their role in the clinic and job function. Web-based, on-line training sessions and on-site training are provided to all staff.

### Automated nightly file import/export with Datatel and software updates

Medicat will set up a nightly, automated data exchange with Datatel to include demographic imports/exports, immunization status exports, and financial exports, if needed.

**See Exhibit 10:** Medicat Demographic Import

**See Exhibit 11:** Medicat Bursar File Export



All software updates and enhancement releases are handled by Medicat and are communicated to key staff well ahead of the scheduled release.

As part of Client notification of pending upgrades or enhancements, Medicat distributes detailed release documentation via the Help Center. In addition, Medicat provides webinar and video training sessions to describe the release's major features. Video replays are also available on the Help Center to all users.

#### RPA compliant health record storage

In addition to adhering to the industry standard FERPA and HIPAA regulations and security standards, Medicat is also RPA compliant.

## VI. EVALUATION AND AWARD:

Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within this RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs of Virginia Military Institute.

### **EVALUATION CRITERIA AND SCORING:**

#### POSSIBLE POINTS

Specific plan/methodology to be used to perform the services	20
Small, Woman, and Minority (SWaM) Utilization	20
Qualifications / Experience to provide the required services	15
Initial Technical and Installation Services	15
Client Services and Support	15
On-site training for staff and super-users	15

**TOTAL      100**

## VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

### A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the Virginia Military Institute Procurement Services and the Buyer of Record for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

#### 1. RFP Response

In order to be considered, Offerors must submit a complete response to this RFP. One (1) *original* and six (6) copies of the proposal must be submitted to the Issuing Agency. One electronic copy must also be provided. No other distribution of the proposal shall be made by the Offeror.

#### 2. Proposal Preparation

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being considered non-responsive, and therefore, rejected.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall be placed on completeness and clarity of content. Failure to submit all information requested may result in the Institute requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Institute. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

c. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.

e. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal **received after** the specified date and time shall **not** be considered and shall be returned unopened to the Offeror.



f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protection of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

### 3. Oral Presentation

Offerors who submit a proposal in response to this RFP *may* be required to give an oral presentation of their proposal to the Institute. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The Issuing State agency will schedule to time and location of these presentations. Oral presentations are an option of the Institute and may or may not be conducted. Offerors should ensure that written proposals are complete.

## B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Institute may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in this Request for Proposal .
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Conflict of Interest Statement, included as Attachment B to this RFP of this Request for Proposal.

**FAILURE TO PROVIDE ACCURATE AND COMPLETE INFORMATION  
MAY BE CAUSE FOR PROPOSAL REJECTION**

**AWARD OF CONTRACT.** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in this Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Military Institute may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Virginia Military Institute determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

The award document will be a contract incorporating by reference all of the requirements, terms and conditions of this solicitation and the successful offeror's proposal as negotiated.

**Virginia Military Institute reserves the right to award to more than one vendor as a result of this solicitation.**



## **GENERAL TERMS AND CONDITIONS**

- A. **PURCHASING MANUAL:** This procurement is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling the Procurement Office at (540) 464-7323.
- B. **APPLICABLE LAWS AND COURTS:** This procurement and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.



- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/offers) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this procurement, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS**: If any prospective (bidder/offers) has questions about the specifications or other solicitation documents, the prospective (bidder/offers) should contact the buyer whose name appears on the face of the solicitation no later than 10 (ten) calendar days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**J. PAYMENT**:

1. **To Prime Contractor**:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the



contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The B-3 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.



N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. B-4
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer



named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2- 800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)



**NOTE: In addition, various Professional Liability/Errors and Omissions coverage is required for the following:**

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this procurement, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex- offenders unless the state agency, department or institution has made a written determination that employing ex- offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION. CONTRACTS. AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 30 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES.** This solicitation is set-aside for DSBSD-certified small business participation **only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation.** DSBSD-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Small Business and Supplier Diversity. DSBSD-certified women- and minority-owned businesses are also considered small businesses when they have received DSBSD small business certification. Small businesses must be certified by DSBSD not later than the solicitation due date.

**SPECIAL TERMS AND CONDITIONS**

A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions



and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI. No price increases will be authorized except at the time of contract renewal periods and require not less than 30 days advance notice and must be approved by the Procurement Office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The Procurement Office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- E. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- F. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.



## ATTACHMENT A

The following information is required as part of your response to this solicitation.  
Failure to complete and submit this form may result in disqualification of your bid as

QUALIFICATIONS: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

**VENDOR'S PRIMARY CONTACT:**

Name: Jay Spivey Phone: 404-333-2791

Email: jspivey@medicat.com

Length of Time in this Business: YEARS: 6 MONTHS: 4

non-responsive.

**REFERENCES:** Indicate below a listing of at least three (3) current or recent accounts, either commercial, industrial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

COMPANY: Virginia State University CONTACT NAME: Darylnet Lyttle

PHONE: 804-524-5711 EMAIL: dlyttle@vsu.edu

FAX: N/A

PROJECT: Practice Management and Electronic Health Records

DATE(S) OF SERVICE: 4/2013-Present VALUE: \$ N/A

COMPANY: Randolph-Macon College CONTACT NAME: Kara Daniel

PHONE: 804-752-6041 EMAIL: karabdaniel@rmc.edu

FAX: N/A

PROJECT: Practice Management and Electronic Health Records

DATE(S) OF SERVICE: 9/2009-Present VALUE: \$ N/A

COMPANY: Georgia Southern University CONTACT NAME: Diane Norris

PHONE: 912-478-561 EMAIL: enorris@georgiasouthern.edu

FAX: N/A

PROJECT: Practice Management and Electronic Health Records

DATE(S) OF SERVICE: 1998-Present VALUE: \$ N/A



ATTACHMENT B

CONFLICT OF INTEREST STATEMENT

The following information is required as part of your response to this solicitation. Failure to complete and submit this form may result in disqualification of your bid as non-responsive.

NAME: Jay Spivey \_\_\_\_\_

ADDRESS: 303 Perimeter Center N., STE 320 \_\_\_\_\_

CITY/STATE: Atlanta, GA 30346 \_\_\_\_\_

TELEPHONE NUMBER: 404-847-8113 \_\_\_\_\_

FEDERAL ID NUMBER (FIN): 16-1720661 \_\_\_\_\_

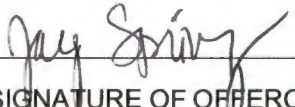
THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

- |  |   |
|--|---|
| <input type="checkbox"/> SMALL BUSINESS          | <input type="checkbox"/> INDIVIDUAL BUSINESS    |
| <input type="checkbox"/> WOMAN-OWNED BUSINESS    | <input type="checkbox"/> SOLE PROPRIETORSHIP    |
| <input type="checkbox"/> MINORITY-OWNED BUSINESS | <input type="checkbox"/> PARTNERSHIP            |
| <input type="checkbox"/> SHELTERED WORKSHOP      | <input checked="" type="checkbox"/> CORPORATION |

RELATIONSHIP WITH VIRGINIA MILITARY INSTITUTE:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1- 639.1-639.24? ☐ YES ☒ NO

IF YES, EXPLAIN:

  
SIGNATURE OF OFFEROR

\_\_\_\_\_  
DATE

Please tell us how you received this

solicitation: ☐ It was mailed to you directly.

☒ You requested a copy through the Virginia Business Opportunities.

☐ You obtained a copy from the Virginia Department of Minority Business

Enterprise. ☐ Other (please specify) \_\_\_\_\_.

**ATTACHMENT C  
SAMPLE CONTRACT**

**VIRGINIA MILITARY INSTITUTE--**

Lexington, Virginia 24450

**PROCUREMENT SERVICES**

Phone 540-464-7323

Fax 540-464-7669

314 Smith Hall

**COMMONWEALTH OF VIRGINIA**

**STANDARD CONTRACT**

Contract Number: \_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between \_\_\_\_\_  
SSN/FIN: \_\_\_\_\_, hereinafter known as the "Contractor"  
and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI."

**WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall \_\_\_\_\_.

**PERIOD OF PERFORMANCE:** \_\_\_\_\_.

**COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid \$ \_\_\_\_\_  
( \_\_\_\_\_ 00/100 Dollars). In accordance with the  
Commonwealth of Virginia's *Prompt Payment Act* terms are Net 30 days from receipt of invoice.

**CONTRACT DOCUMENTS:** The contract documents shall consist of:

- (1) This signed form
- (2) The Contractor's Proposal/Bid and any modifications, if applicable.
- (3) The General Terms and Conditions
- (4) Special Terms and Conditions as required

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

**PURCHASING AGENCY:**

By: \_\_\_\_\_  
CPPO, CPPB

By: MAJ Lynn W. Carmack, CUPO, CPSM,

For: \_\_\_\_\_

For: Virginia Military Institute





# UNDERSTANDING OF REQUIREMENTS

RFP #V211-19-019

Infirmary Electronic Health Records

Virginia Military Institute

Procurement Services

OFFEROR: Medicat, LLC

Date: 8/22/18

The following questions concern various specifications, sections, and pages.

1. What are the milestone dates for the overall RFP (questions due, answers provided, demonstrations, award date, contract effective date, etc.)
2. What is the required "go-live" date?
3. Section "V. Requirements" lists the need for an EPIC interface. Please describe the information and scenario for the need for this Interface and whether it will be bi-directional.
4. Is there a need for Self Check-In for students?
5. Within Section V. Requirements, the list repeats after "Support" starting again with "Documentation." Is the list complete in the first iteration, or are there additional requirements?
6. Section VII. A. 2. d. states the terms "must", "shall", "should", and "may" identify critical requirements. These terms are not included in the Requirements section. What is the level of criticality of each of the listed requirements?
7. Is there a budget currently in place for the purchase of an Electronic Health Record system?
8. The RFP does not request pricing, and it is not factored into the overall scoring of the RFP. At what point does VMI require submission of pricing?
9. What is the preferred medium of the electronic copy (thumb drive, CD, email, procurement site, etc.)?

All responses to questions may be made by Addendum.

Questions Submitted by: Jay Spivey, Manager of Software Sales  
Medicat, LLC.  
361-463-1886  
jspivey@medicat.com

This form may be sent by E-Mail to Lynn Carmack [carmacklw@vmi.edu](mailto:carmacklw@vmi.edu).



## INVITATION FOR BID ADDENDUM 1 #V211-19-019 Electronic Health Records

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Submitted and posted by: MAJ Lynn W. Carmack

27 August 2018

### Schedule Update:

Last day for Questions: Thursday September 6, 2018, 2:00PM

Answers Provided: Up to Monday September 17, 2018, 2:00PM

**RFP Responses Due: Extended to Wednesday, September 26, 2018, 2:00 PM**

Demonstrations: To be determined following evaluation of written proposals

Award Date and Contract Effective Date: To be determined

### Response to Understanding of Requirements Requests:

1. What are the milestone dates for the overall RFP (questions due, answers provided, demonstrations, award date, contract effective date, etc.)? **See Schedule Update**
2. What is the required "go-live" date? **Fall, 2019**
3. Section "V. Requirements" lists the need for an EPIC interface. Please describe the information and scenario for the need for this Interface and whether it will be bi-directional. **EPIC is the electronic health records system for Carilion Stonewall Jackson Hospital in Lexington, VA. VMI would like for radiology results, emergency room reports, and specialist notes generated by the hospital to be imported directly in to our EHR system. VMI does not expect this information to be bi-directional.**
4. Is there a need for Self Check-In for students? **Yes, there is a need for student self-check-in. Cadets currently use an Infirmary computer to sign in and generate a printed sheet to let the nurse know they are waiting. In addition, because VMI is a military school and the Cadet day is very structured, this process also signs the Cadet out of the Commandant's computer system for accountability purposes.**
5. Within Section V Requirements, the list repeats after "Support" starting again with "Documentation." Is the list complete in the first iteration, or are there additional requirements? **The list is complete in the first iteration. The duplication was a copy and paste error.**
6. Section VII. A. 2. d. states the terms "must", "shall", "should", and "may" identify critical requirements. These terms are not included in the Requirements section. What is the level of criticality of each of the listed requirements? **This question is under review and will be answered in Addendum 2.**
7. Is there a budget currently in place for the purchase of an Electronic Health Record system? **Yes.**
8. The RFP does not request pricing, and it is not factored into the overall scoring of the RFP. At what point does VMI require submission of pricing? **Pricing should be submitted in a separate envelope and included with the RFP response.**
9. What is the preferred medium of the electronic copy (thumb drive, CD, email, procurement site, etc.)? **Thumb drive is preferred.**



10. Do you prefer a custom-made solution or an "off-the-shelf" platform? ***VMI is willing to consider standardized electronic health records systems but would like to have the ability to customize it to fit our needs.***
11. Does this solution require/demand the vendor to host it? ***VMI is looking for a vendor hosted system.***
12. Is there an approved budget for this project? If so, what is the amount of the budget? ***A tentative budget has been set but cannot be released to potential proposers.***
13. We are a U.S. based company with offices worldwide. With that said, do you accept offshore development? ***Physical location is not an issue as long as the vendor is a self-registered eVA vendor and is able to accommodate any site visits that may be required.***
14. If you are seeking development, will onsite visits be required during development? ***Onsite visits may be required during development.***
15. When are you expecting to engage with the vendor after the award has been given? ***Immediately.***
16. When is the expected "Go-Live" date of the project? Also, when is the award date for the RFP? ***The expected Go-Live date will be Fall, 2019 (no specific date has been set). The award will be made following the proposal evaluations during Fall, 2018.***
17. If there is a preference for local firms, how many additional points are they awarded vs out-of-state vendors? ***There is no preference for local firms.***
18. To the best of your knowledge, are there any circumstances that will cause you to: a) cancel the RFP? b) not move forward with the winning bidder? C) lower the budget for the project? D) prolong the evaluation or reissue the RFP? ***No.***

MAJ Lynn W. Carmack  
Assistant Director of Procurement Services  
540-464-7223  
[carmacklw@vmi.edu](mailto:carmacklw@vmi.edu)

END ADDENDUM 1.

## Why Mediat for College Health and Counseling?

Celebrating 22 years as “Your Partner in College Health,” Mediat provides solutions and services to over 445 education clients, representing 3.5 million students in 47 states and three countries.

Since 2011, over 270 education clients have joined the Mediat client community. Why so many decisions for Mediat? We believe the market is recognizing Mediat’s single-minded focus to achieve our mission statement: **“Best Product, Superb Implementation & Unsurpassed Support.”**

This focus is represented by the wide range of product innovations, client support, and value-added services described below that are unique to Mediat – all included at no additional cost within a single price solution.

What this list cannot represent is the knowledge and experience the Mediat team brings to any client partnership. However, 100% client retention and client satisfaction scores of 4.5 (where 5 = very satisfied) suggests that our team makes all the difference.

### ***Patient Health Management Solution - Features and Functionality***

#### **ICD-10 Compliant**

Mediat’s robust ICD-10 search tool includes a comprehensive *cross-walk* between ICD-9 and ICD-10 which is automatic when there is a clear match between the two code sets.

#### **Designed for College Health & Wellness Centers**

Mediat was designed specifically for College Health & Wellness Centers, including Medical, Counseling, and Sports Medicine clinics. Mediat is a true single database solution and is not sold, implemented or used in a “modular” fashion. The system is simple and intuitive to use, while allowing for detailed clinic and provider-specific workflows. Mediat permits clinics to share select patient information in a manner consistent with your privacy policies, supporting Patient Safety and a more holistic approach to Wellness.

#### **Pre-loaded Health, Counseling & Sports Medicine EHR Templates & Forms**

Mediat provides over 200 College health EHR templates to all new Clients. These templates include Health, Counseling, Sports Medicine, Disability Services, Women’s Health, phone call templates, and more. Additionally, a comprehensive physical exam is preloaded that meets the needs of College health.

#### **Easily Customized Templates, Treatment Plans, and Provider “Favorites”**

Appropriate EHR templates and forms can be automatically linked to the “Reason for Visit.” “Favorites” allow each provider to save preferred notes and settings within the Note as well as the Assessment and Plan areas. In the Plan area, the “Treatment Set” offers the provider specific plans of care for each “Reason for Visit,” saving time and ensuring consistency in treatment protocols. The Mediat Template Builder, used to customize templates and forms, is provided at no additional charge.



### **College Health Template Clearinghouse**

The Template Clearinghouse is an exclusive Mediat service where clients share their EHR templates with each other. Clients simply “shop” for templates they like on our Client Portal and place an “order,” which Mediat Support delivers to their system. To date, over 250 clients participate in the Clearinghouse, which includes several hundred Health, Counseling, and Sports Medicine EHR templates and forms. This value-added service is provided at no additional cost.

### **Patient Education by Lexicomp**

Every Mediat system comes standard with patient education content by Lexicomp, a Wolters Kluwer division that offers a wide range of current topics in multiple languages. Mediat also seamlessly integrates with UpToDate, another Wolters Kluwer product.

### **Mediat Patient Portal Empowers Patients & Integrates with their EHR record**

Mediat’s mobile-enabled Patient Portal and Self Check-In/Out kiosks deliver all health history or pre-visit intake information entered by the patient into the relevant area of their EHR Chart. This level of integration is unique to Mediat and saves significant staff time, for example:

- Current medications show up in the “Current Medications” list.
- Allergies show up under “Allergies” on the Patient Summary page.
- Uploaded documents are automatically attached to that patient’s chart.
- Subjective information entered by the patient in the pre-intake form automatically populates the provider’s subjective area of the note to review and revise as appropriate.

Patients may also:

- Self-Schedule Appointments by type
- Message Securely with Providers
- Enter Immunization Data
- View & print Immunization Records
- Update Demographic & Insurance Data
- Receive Patient Education, Lab results, etc. by secure message

### **Patient Portal Document Upload Lets Patients Attach Documentation to the Patient Chart**

Mediat’s Document Upload saves significant staff time by enabling patients to attach required third party documents directly to the chart for compliance and medical reasons, allowing staff the opportunity to review and approve. This is exclusive to Mediat.

### **High Volume Patient Encounter Toolset**

Mediat has developed tools for busy health and counseling centers to deal with high volume patient encounters. These tools are unique to Mediat and make documenting hundreds of patient visits easy, accurate, and quick.

- Mass Vaccination Tool (Flu Shot & Immunization Clinics)
- Visit Note Distribution (Group Sessions)
- Automated Medication Administration Tracking

### **Integrated Scanning – Including OCR Scanning for Insurance Cards & Drivers Licenses**

Mediat Scanning is an integrated solution that delivers third party documents directly to a Patient Chart with a single click. Mediat OCR Scanning reads data from insurance cards and drivers’ licenses to populate the relevant fields within Mediat. These capabilities come

standard at no additional cost. (Clients are required to purchase the recommended OCR scanning third party software solution).

#### **Immunization Compliance & Inventory Management**

Medicat's Immunization Compliance Manager and Inventory Manager are both part of Medicat's single database solution, and are easily customized for your school's individual requirements. Immunization information may be automatically transferred to the School Student Information System nightly. These capabilities are standard with the Medicat system.

#### **Early Outbreak Warning**

Medicat's Canary Alert® system alerts designated staff when a disease or diagnosis exceeds a specified threshold in a short period of time. This capability is unique to Medicat.

#### **Syndromic Clinical Protocol Manager**

Medicat's Syndromic Clinical Protocol Manager automates client-determined protocols by tracking actions or outcomes in the interest of wellness. No other vendor offers this capability.

#### **Standard and Advanced Reporting and Analysis**

Medicat offers exceptional reporting capabilities, including standard reports, analysis, graphing and ad-hoc query reporting, all standard with Medicat and easy to use.

#### **Interoperable Patient Record (Continuity of Care Document)**

Medicat provides the CCD at no additional charge. It is available to the provider in the patient's chart and to the patient from the Patient Portal.

#### **MediCAPS - Specialized for Behavioral and Mental Health Clinics**

MediCAPS is specifically designed for the unique needs of Counseling and Psychological Services. Without the "clutter" of Health Center related options, the Counselor is free to complete Narratives, add templates as needed, use Voice to Text solutions like Dragon, use R/O in the Assessment and easily create the basic CAPS note.

#### **Authorized CCAPS Distributor**

Medicat is an Authorized Distributor of CCAPS mental health assessment tools in collaboration with CCMH (Center for Collegiate Mental Health). Medicat offers the ability to create a custom CCAPS report by selecting a specific set of administrations and defining a specific baseline.

#### **Seeking & Embracing Client Suggestions**

Medicat encourages client feedback on product functionality and welcomes enhancement requests, which help inform our design and development teams on product improvements and future development.

#### **Client Services & Support**

##### **A Great Start – Successful Implementation**

We believe that a successful EHR implementation is as much about *people* and *process* as it is *technology*. That process begins with a detailed Assessment of your workflow, needs, and goals and a mutually agreed upon Implementation Plan and Timetable.



Medicat's implementation team, with over 1,000 implementation experiences among them, including over 270 in college health, will guide any new client to a successful implementation. Many of our trainers and account management staff have clinical experience, which includes using Medicat at a college health or counseling clinic.

#### **24/7 Support at No Additional Charge**

Medicat provides 24/7 support to all Clients at no additional charge. And if your call to the Support Line is not answered within 60 minutes, it rings our COO's cell phone, which has not occurred in 8 years.

#### **Support Portal for Case Submission & Transparency in Resolution**

Medicat provides a Client Support Portal enabling each Client to review outstanding support calls, request new Support Tickets and suggest product enhancements. Medicat has the proprietary rights to the Medicat Client Support Portal, which no other student health vendor offers.

#### **Client Portal**

Medicat's Client Portal delivers:

- Product documentation & user guides
- Training videos by topic
- White Papers on topics of interest to college health
- A Client Discussion Forum
- Recorded Client Conferences
- Recorded Webinar series by topic
- National Template Clearinghouse library

All provided 24/7 at no additional cost to our clients. No other college health vendor provides a Client Portal.

#### **Web-based Training Videos**

Medicat provides training videos, documentation, and recorded training web sessions by topic via the Medicat Client Portal at no charge.

#### **National Client Conference & Regional Workshops**

Medicat hosts a National Client Conference and three to four Regional Workshops annually. The agendas include Round Table Discussions, Client Panels, Client Co-Facilitators, New Release Updates and Demonstrations, "Tips & Tricks," Product Enhancement Reviews, Q&A Sessions, Breakouts by Clinic Type, etc. The National Client Conference is hosted in Atlanta, and there is no registration fee. Sessions are also live-streamed and recorded for replay on the Client Portal.

#### **Account Management – Proactive System Optimization & Annual "Check-up"**

Medicat's Account Management Team works closely with clients after initial implementation to ensure each clinic is optimally using the system. And if we do not hear from you, your assigned Account Manager will contact you at least once a year for a check-up call. This value-added service is provided at no additional cost and is unique to Medicat.

### Billing Consulting Services

For clients unfamiliar with third party billing, Medicat can provide Billing Consultation Services to recommend and implement a complete patient billing solution as an integral part of the Medicat system (additional cost).

### Annual Support & Subscription Fees

Medicat has not increased annual support or subscription fees in 11 years while delivering ever higher levels of product innovation and client services. We believe this is also unique to Medicat.

### Medicat Hosted Technology

#### Setting the Industry Standard for Reliability & Redundancy

Medicat's hosted solution sets the industry standard with a **99.99% Service Level Guarantee**. That is, Medicat's hosted solution guarantees less than 5 minutes of downtime per month. We are not aware of any other EHR vendor, college health or commercial, that guarantees a "four nine" availability standard.

Hosted clients benefit from a secure, Medicat-owned, private cloud infrastructure housed within a TierPoint SOC 2 Type II and SOC 3 facility, certified at a Tier III Standard by the Uptime Institute and located in Research Triangle Park, North Carolina.

Medicat's private cloud infrastructure is designed to a Fault Tolerant, High Availability 2N standard. At the Research Triangle Park facility, there are two independent, fully duplicated, Medicat datacenters, each with N+1 Fault Tolerant, solid state hardware enabling stateful (real time) internal failover of all SAN and network components.

One datacenter is designated for Production and the other is designated as a Hot Standby. Client data, all encrypted at rest, is synchronously replicated in real time across both datacenters. Should the Production datacenter suffer a non-recoverable hardware, software, or operating system failure, Medicat users would be immediately be redirected to the Hot Standby datacenter with no loss of data or time.

This High Availability architecture meets the industry's 2N best practice standard and enables the 99.99% uptime guarantee.

#### Disaster Recovery with Minimal Down Time

Medicat has also taken geographic redundancy to the next level with a pre-built Warm Standby disaster recovery site at a comparable TierPoint facility in Chicago, Illinois. This facility, also designed to a 2N standard, asynchronously replicates and archives client data from the Research Triangle Park facility.

Should a catastrophic, non-recoverable event disable the TierPoint facility in Research Triangle Park (e.g., direct hit by a large tornado), Medicat would bring up the Warm Standby site in Chicago, and users could resume their work with only a brief interruption. In this case, Medicat has a Recovery Time Objective (time to resume use of the product) of three hours and a Recovery Point Objective (the point at which data is recovered) of 15 minutes.



### **Remote Access to EHR**

Hosted Medicat permits remote access for permissioned users from any location and any device to all clients at no additional charge.

### **Securing Protected Health Information**

#### **Hosted Medicat is Designed for Security**

Medicat hosted users connect to their system through a secure terminal services (RDP) connection. Once the client establishes a secure connection to Medicat's servers, access is then granted to the Medicat application.

No Protected Health Information (PHI) is ever transmitted or downloaded to the local workstation. Encryption protocols in place both in transmission and at rest (within the database) enable compliance with HITECH & HIPAA regulations for securing PHI.

Each client's data is saved to its own secure data silo and never combined into a database with other clients.

Every Medicat employee, regardless of role, has successfully completed a third party "HIPAA Awareness for Business Associates" course.

#### **Client Data Available Upon Request**

Medicat's Software as a Service agreement affirms that all data is the College Health Services' property and a copy of that data is available in an industry standard format upon request at no additional cost.

### **Certifications and Guarantees**

#### **ONC 2014 certified as a Complete EHR for ONC Health IT Certification**

Medicat was the first College Health Vendor to achieve ONC Health IT Certification, 2014 Edition, which includes the advanced Interoperable Patient Health Record (also known as the Continuity of Care Document). For insights on why this is important, please see our white paper, "What Meaningful Use Means for College Health" at <http://medicat.com/whitepapers/65-white-paper-what-meaningful-use-means-for-college-health>.

#### **ePrescribing of Controlled Substances**

Medicat clients are currently ePrescribing controlled substances at their election and have done so since 2013.

#### **Medicat EHR Ease of Use Guarantee**

Medicat provides an "EHR Ease of Use Guarantee," which states that providers will be able to document at least as many patient visits using Medicat EHR as they did before it was implemented – or their annual support is free. In over six years, no client has ever suggested they were owed free support under this guarantee. Medicat is the only EHR vendor nationally with such a guarantee.

## ***Integration with Other Systems***

### **Integration with your Student Information System**

Medicat has worked with over 270 Banner, Datatel, PeopleSoft, Jenzabar, and homegrown Student Information Systems to enable demographic download to Medicat. Immunization Status and/or Charge information can also be exported from Medicat to the Student Information System – all at no additional cost.

### **Integration with State Immunization and Communicable Disease Registries**

Medicat has worked with many states (22+) to provide uploads from Medicat to the State Immunization Registry and/or Communicable Disease Registries.

### **Interfaces with Reference Labs & Other Facilities**

Medicat has provided interfaces to all of the major reference labs, Lab Information Systems, Pharmacy Systems, and other major facilities and products.

### ***No Long Term Contract Required***

The Medicat subscription agreement renews annually. Medicat believes we earn your business through excellent service and support. If you are not happy with your vendor, you should be able to leave without penalty.

Thank you for considering this product and service overview that makes the Medicat Patient Health Management Solution uniquely suited for College Health.



## Medicat Product Capabilities Overview

### Medicat's Patient Health Management Solution

Medicat provides a fully integrated Patient Health Management Solution. Seamless integration between the EHR, Practice Management, Patient Portal, Self Check-in, Order Management, and Financial Management software ensures entered data (or a task completed from any point), is immediately available where needed.

This integration empowers patients and providers in support of Quality Care, Patient Safety, and Workflow efficiency in the interest of Patient Wellness.



### Standard Features

Medicat's Patient Health Management Solution includes many standard features for which other vendors either charge extra or do not offer.

#### Medicat EHR/PM System

- **Electronic Health Record**
  - ONC 2014 certified as a Complete EHR for ONC Health IT Certification
  - Preloaded Student Health Templates
  - Template Builder
  - Paperless Immunization Compliance
  - Syndromic Clinical Protocol Management
  - Early Outbreak Intervention Canary Alert®
  - Welch Allyn Spot Vitals USB Interface
  - UpToDate Access within EHR
  - Automated Medication Administration Tracking

- Mass Vaccination Tool (Flu Shot Clinic)
- Integrated Scanning
- MediCAPS (Psychiatry & Counseling)
- 99.99% Uptime Guarantee
- **Full Scheduling & Practice Management System**
  - Paper and Electronic Billing (clearinghouse fees billed separately)
  - Customized Scheduling by Clinic (Health, Counseling, Sports Med)
  - Inventory Management
  - Integrated Scanning
- **Reporting**
  - Standard Reporting
  - Dynamic, Ad Hoc Query Reporting
  - Clinical Analysis and Statistics
  - All reporting is Excel/database compatible
- **File Import/Export with Student Information System**
  - Demographic Import
  - Charges & Financial Export
  - Immunization Status

Detailed descriptions of these features are below.

### *Empowering Staff & Providers*

#### **Practice Management (PM)** – Includes:

- Patient demographics, data, and eligibility
- Insurance and emergency contacts
- Integrated scanning
- Inventory management
- Exceptional reporting and analysis features
- Assign patients to groups for enhanced tracking of patient care
- **OCR Card Scanning** that imports data from insurance cards & drivers' licenses and automatically fills insurance and demographic data fields in the Medicat system, including the Driver's License Photo

Medicat's **Appointments** module streamlines the process of scheduling patient appointments with the providers in your clinics.

The appointment scheduler:

- Permits individual clinic or facility schedules
- Blocks off non-appointment time
- Reserves times for common appointment reasons
- Sets up group appointments
- Double books your providers
- Accommodates walk-in appointments

Appointment statuses make your patient check-in process flexible, as detailed as you choose, and allow tracking of clinic flow.



**Billing and Insurance** - Medicat Clients have used Medicat for filing insurance, revenue cycle management, balance billing and for exporting charges to the Bursar's office for billing to the student account for over 22 years. These capabilities are standard in Medicat.

**Electronic Health Records (EHR)** – Medicat's EHR is the only college health EHR with ONC 2014 Certification in full production for all Clients. Meaningful Use Certification (per federal ONC 2014 guidelines) was achieved in December 2014 and Medicat is currently undergoing certification for the ONC 2015 Edition.

Medicat EHR is an easy- to-use clinical tool for managing student health. Medicat's Vision is that EHR should go beyond the promise of a "paperless" office. By using information collected at the point of care to inform protocols, an EHR system should improve outcomes and provide decision support. Medicat incorporates a number of decision support tools that are easy to set up and intuitive to use, including the following:

- **Pre-Visit Intake Forms:** Students can be prompted to automatically complete specific forms based on the reason of the appointment. History forms can be presented once for the lifetime of the patient or once a year; the time interval a form is "current" is set by the client. Form rules include appointment reason, patient age, and if and when the patient has already completed the form.
- **Reason for Visit Rules:** The clinic can assign specific intake templates across all users for different visit reasons; for example, a women's health intake may differ from a URI intake. Also, with the clinic's approval, different users may pick their own default templates per reason for visit, allowing different providers to utilize different templates for the same visit reason.
- **Charting by Exception:** Providers can save their favorite templates with default responses for use in future visits; the provider simply changes the exceptions when charting a similar visit.
- **Treatment Sets:** The clinic can define sets of lab and radiology orders, prescriptions, procedures, referrals, reminders, and patient education based on the reason for visit. Each user can have personal "Favorites."
- **Preventive Alerts:** Age and gender based alerts are loaded with Medicat, and the clinic can add their own.
- **Immunization Requirements:** Age, residency, major, and class can be used to set immunization requirements; missing requirements are clearly displayed on the first page of the chart.
- **Prescriptions:** Medicat offers drug-drug, drug-allergy, and drug-lifestyle interaction alerts automatically. Medicat offers Prescribing capability to fit any student health clinic including fully integrated e-Prescribing functionality using the DrFirst® award winning Rcopia™ e-Prescribing technology. E-Prescribing of Controlled Substances is available too. If e-Prescribing is not required, then Medicat provides the Gold Standard Alchemy Drug Database.
- **MediCAPS** – Complete support for counseling and psychological services. Medicat is currently the only product to offer distinct Counseling capabilities and permissions designed to empower counselors with access to relevant medical data while offering complete confidentiality to their clients.

**Paperless Immunization Compliance (PIC)** – A fully automated immunization compliance tool, Medicat's Paperless Immunization Compliance solution is the most robust solution on the market with the following features:

- **Requirement Management:** The client may set up required immunizations based upon age, international status, major, class, and residency. Specific rules regarding the timing between doses and the administration of the immunization in relation to the patient's birth date, enrollment date, or current date can also be defined, as well as alternate vaccines.
- **Notifications:** The client may set up different notifications for different immunization statuses, such as "no data," "not compliant," or "compliant." Clients may send hard copy, Secure Message to the Parent Portal, or email notifications. All notifications will include the reason the immunization is not compliant, such as, "The immunization is too early. It must be within the last ten years." Such detailed information translates to important time savings with reduced phone calls.
- **Interfacing:** Medicat exchanges immunization status information with interface partners for the purpose of managing holds. Medicat is also experienced in interfacing with state immunization registries.
- **Reporting:** Medicat's "Missing Requirement" report is a favorite for quickly identifying and filtering patients who have not met a specific requirement in the event of an outbreak. Additionally, clients can easily report on patients who are compliant with various immunizations.
- **Integration:** Since Medicat is an integrated system, immunization history is easily viewable from the patient's chart. The patient chart also clearly displays missing and compliant immunizations at each visit.
- **Online Tools:** Medicat's Patient Portal allows students to enter immunization data, view immunization status real time, and print the student's Immunization Record.
- **Additional Compliance needs:** Medicat's Paperless Immunization Compliance solution (PIC) is also used for many Compliance needs beyond immunizations, including required annual forms, travel documents, allied health needs, and more.

**Syndromic Clinical Protocol Manager (SCPM)** – Medicat's Syndromic Clinical Protocol Manager enables a user to electronically select, sort, retrieve, and output a list of students' clinical information based on user-defined demographic data, medication list and specific conditions. Medicat's Syndromic Clinical Protocol Manager allows simple or complex protocols to be set up based on information recorded at the point of care.

The patient's problem list, medication list, demographics, laboratory test results, and structured clinical documentation may all be used for managing follow up.





### *Reporting and Clinical Analysis*

**Reporting** – Medicat believes full reporting capabilities should come standard with every system. Medicat's flexible **Reports Module** includes case management, appointments, revenues, receivables, clinical studies, inventory, immunizations, and many other reports, as well as comprehensive audit records for security requirements.

Medicat's powerful **Analysis** tool creates graphs and charts to provide profound visual representations of your health center activities. For example, Diagnosis Analysis shows the most common diagnoses listed by ICD-10 or DSM-5 code. The data can then be sorted and re-arranged by provider, by month or even by day of the week.

Medicat's Dynamic **Report Writer** allows permitted users access to all fields within the database in a user-friendly format, for extracting data that may not be covered by the numerous standard reports and analyses. Medicat's Dynamic Report Writer exposes all tables and fields within the database for full reporting.

Medicat Reports can be saved, and all reports may be exported to Excel or other database products. Users can save frequently used filter combinations as report templates for quick retrieval. Specific reports can be set to print at key times. For example, labels and requisitions can be set to print automatically based on key events during a patient visit. Medicat is designed around an "open architecture" single database structure, rather than a proprietary structure where the information is virtually inaccessible by the client. The Medicat database is organized in a user-friendly format, with self-explanatory table and column names.

### *Interoperability of Patient Records*

Medicat's ONC 2014 Meaningful Use Certification verifies its ability to import and export the C-CDA (Consolidated Clinical Document Architecture), or Interoperable Patient Record. In addition, the patient is able to access and print their Interoperable Patient Record online from Medicat's Patient Portal.

### *Empowering Patients*

**Medicat Patient Portal (MPP)** – Reduces routine staff tasks and data entry by empowering students to enter and update their information. Medicat's Patient Portal provides services and information to students 24/7 from anywhere they access the internet.

Students:

- Can schedule their own appointments
- Be alerted to Afterhours and Emergency Guidelines
- Upload Documents to their Chart
- Send and receive Secure Messages
- View Patient Education Forms
- Complete Pre-Visit Intake & Medical History Forms
- Update Demographics & Insurance information
- Update, view & print Immunization Information
- View bills or statements
- View & print their own interoperable Patient Health Record



All forms completed online are instantly available in the patient's chart. Distinct data fields entered in the forms populate sections of the chart such as Allergy and Medication Lists, as well as Histories.

In addition, Medicat's Patient Portal allows students to enter immunization data and view immunization status in real time. Immunizations entered online come in to Medicat as unverified, and staff can easily verify the immunizations once the paper records are received and scanned into the system.

**Self Check-In (SCI)** – As a fast, efficient, and confidential check-in, Medicat's Self Check-In system serves as a tremendous time-saving tool for your staff. When the student arrives at your Health Center, they can:

- Check themselves in at free-standing kiosks
- Complete Pre-Visit Intake & Medical History Forms
- Update Demographics & Insurance information
- Sign consent forms with a digital signature

Self Check-In notifies front desk and clinical staff that the patient has arrived and completed all necessary paperwork.

All forms completed at Self Check-In are instantly available in the patient's chart, and distinct data fields entered in the forms may populate sections of the chart like Allergy and Medication Lists as well as Histories.





## Key Personnel

### **Candace Spivey** **Director – Client Services**

#### Qualifications:

- 17 years with Medicat application and company. Super User of Medicat Practice Management and EHR in wireless, paperless environment at Texas A&M-Corpus Christi University Health Center 2001-2007 (Medical Assistant and Certified Phlebotomist).

#### Duties in Organization:

- Oversee Application Support, Training and Implementation Teams, Marketing & Communications, and ImmuniTrax departments.
- Plan, organize, and manage the teams to provide superb implementation services, educational materials, resources, and conferences to clients, in addition to responsive and unsurpassed support.
- Ensure appropriate account management is being facilitated using a collaborative team approach.
- Collaborate and manage client and internal communications to ensure critical information is provided.

Years with Medicat: 11

### **Kristi Penny** **Manager of Training, Implementation & Education (TIE) Team**

#### Qualifications:

- 20 years in Practice Management and Implementation of EHR Systems and Consulting to private physician practices and commercial organizations.

#### Duties in Organization:

- Supervise new client implementations and related training
- Manage implementations and product training for new and existing clients; including training calls and onsite support
- Advise, educate, and consult with clients to ensure industry best practices are being followed

Years with Medicat: 6

### **Janice Havens, MHRM** **Implementation & Training Specialist**

#### Qualifications:

- 13 years implementing and supporting Practice Management and Electronic Health Record for physician practices and healthcare organizations.

#### Duties in Organization:

- Create project plans and drive project to completion
- Counsel clients on database creation decisions
- Train key users on how to setup and utilize the system
- Consult clients on current workflows to assess needs for optimizing product functionality
- Provide on-site and web-based training for super users and end users
- Schedule and moderate weekly client calls to verify project milestones, deliveries and completions

Years with Medicat: 4

**Bethany Baughman, RN BSN CPN**  
**Implementation & Training Specialist**

**Qualifications:**

- Registered Nurse for 11 years in pediatric, community health and college health specialties. Point person and Super User designated to implement Medicat in college health center; taking clinic from all paper to completely paperless. Six years' experience as Super User of Medicat, in both the college health setting and within the company.

**Duties in Organization:**

- Create project plans and drive project to completion
- Counsel clients on database creation decisions
- Train key users on how to setup and utilize the system
- Consult clients on current workflows to assess needs for optimizing product functionality
- Provide on-site and web-based training for super users and end users
- Schedule and moderate weekly client calls to verify project milestones, deliveries and completions

Years with Medicat: 2.5

**Beth Nettleton**  
**Product Specialist**

**Qualifications:**

- 20 years in Practice Administration and providing Billing Services and Consulting to private physician practices and commercial organizations.

**Duties in Organization:**

- Plan, train, and manage clients' use of Medicat post-Implementation; including training calls, educational materials and onsite support for their continued Medicat needs.
- Advise, educate and consult with clients doing Third Party Billing to follow industry best practices.
- Ensure every Medicat client is effectively using their system.

Years with Medicat: 4

**Brittney Spruiell, MBA**  
**Client Education Coordinator**

**Qualifications:**

- Associate Director of Texas Women's University Student Health Services using Medicat to manage all Business Office operations including: University Immunization requirements for domestic and international students, and Student Health Insurance Plan.

**Duties in Organization:**

- Plan, train, and manage clients' use of Medicat post-Implementation; including training calls, educational materials and onsite support for their continued Medicat needs.
- Ensure every Medicat client is effectively using their system.

Years with Medicat: 12

**Michael Flanagan**  
**Director - Client Support**

**Qualifications:**

- 34+ years in professional services, development and technical services in the medical software, banking, and retail industries

**Duties in Organization:**

- Plan, organize, and direct the activities within the Support Team
- Work to ensure unsurpassed client support

Years with Medicat: 12



## **Ruth Patten**

### **Director – Client Development**

#### Qualifications:

- 25 years providing Billing Services and Consulting to private physician practices and commercial organizations.

#### Duties in Organization:

- Advise, educate, and consult with clients on their Operations Workflow. This includes Medical, Psychiatry, Behavioral Health, Counseling, Sports Medicine, and Student Concerns/Advocacy.
- Advise, educate, and consult with clients doing Third Party Billing to follow industry best practices.
- Ensure every Mediat client is effectively using their system.
- Identify, cultivate, and bring to market, new products / services.

Years with Mediat: 6.5

## **Chris Short**

### **Director - Information Technology**

#### Qualifications:

- Systems Engineer and Database Administrator with extensive experience in Healthcare Information Technology

#### Duties in Organization:

- Manage all hosted datacenter operations.
- Monitor and optimize the Mediat database to ensure performance, reliability and security.
- Work closely with clients to review existing infrastructure and to assist with planning, design and implementation of new components.
- Assist with disaster recovery and advanced support items.
- Plan, organize, and direct the activities within the IT Team

Years with Mediat: 18

## **Kathy Terrell**

### **Director - Technical Solutions**

#### Qualifications:

- 25+ years in Healthcare IT
- Experience in Acute Care, College Health, Medical Offices and Claims Clearinghouses (including Customizations, Implementations, Support, Design/Development, Management, Pre-Sales consultant, Conversions, Interfaces, and Upgrades)

#### Duties in Organization:

- Technical Implementations, Support and Consulting
- Perform custom programming
- Manage technical components for interfaces, imports/exports
- Manage technical aspects for product conversions
- Perform Mediat product upgrades
- Manage project and technical components to migrations clients to Hosted Environment
- Plan, organize, and direct the activities within the Technical Solutions Team

Years with Mediat: 6

## Do HIPAA Privacy and Security Laws Apply to College & University Student Health Clinics?

By Elizabeth Swinton Schoen, JD<sup>1</sup>

### **SUMMARY**

Dramatic changes in our national and local health care systems and insurance markets have raised a key question for nearly all colleges and universities (collectively 'Universities' in this paper): **Do the "HIPAA Rules"<sup>2</sup> apply to student health clinics?**

Universities vary in their legal opinions on whether the Health Care Portability and Accountability Act of 1996 (HIPAA), including the new privacy and security rules in effect September, 2013,<sup>i</sup> applies to student health clinics. One common position is that the Family Education Rights and Privacy Act (FERPA) applies and HIPAA does not. A second perspective takes the position that HIPAA does apply, though the rest of the campus, as a 'Hybrid' entity, may continue under FERPA. A third, less common, conclusion is that neither HIPAA nor FERPA apply due to an exemption given to student "treatment records," a position which we argue creates potential liability for the University.

**Why is this question important?** If HIPAA Rules do apply to student health clinics, there are extensive administrative, physical and technical policies and safeguards required to protect the privacy interests of its students and, to the extent applicable, other patients. Failure to meet these requirements, even in a single instance, could result in significant financial penalties against the University. Universities operating under HIPAA are also responsible for affirming that "business associates", including EMR vendors, insurance companies, labs, etc. are compliant with HIPAA requirements. Additionally, as of September, 2013, business associates are independently liable for failure to maintain HIPAA Rules.<sup>ii</sup>

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<sup>1</sup>**Liz Schoen** is the Founder of E.S. Schoen & Associates, a legal and consulting firm specializing in HIPAA, Medicare, Medicaid and regulatory compliance issues. She is a graduate of Emory University School of Law and Connecticut College. You can find her contact information at [esschoenlaw.com](http://esschoenlaw.com)

**Medicat LLC**, an EHR vendor serving the college health market, engaged E.S. Schoen & Associates to explore these important issues and present our findings in a whitepaper that could be of benefit to decision makers considering this important question.

<sup>2</sup>HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164



**Remaining Conundrums:** Because the application of these regulations is relatively new, especially those in effect as of September, 2013, there are a number of grey areas regarding the application of HIPAA or FERPA that remain untested by regulatory agencies. To sort through these widely contrasting perspectives and conundrums, one needs a basic understanding of the HIPAA and FERPA laws. This paper will review those basics and then address practical questions that have been raised by student health center staff or University counsel who are struggling with the HIPAA vs. FERPA dilemma.

Lastly, given the major changes in our health care clinics and insurance marketplace, we consider whether applying HIPAA to student health clinics as a long-term objective may ultimately be a good practice for Universities and their business associates, even if current regulations clearly permit compliance under FERPA.

**Disclaimer:** This Paper was drafted for non-attorneys and is not intended as legal advice. It provides the reader with an overview of the HIPAA and FERPA regulations with respect to questions raised regarding student health clinics. It is recommended that the reader seek appropriate legal advice regarding the specific facts of their organization. This paper was prepared in September 2013. Future laws, regulations and policies may change. While some citations are made, others have been intentionally left out of the paper. Please send questions or comments to [whitepapers@medicat.com](mailto:whitepapers@medicat.com).

## Table of Contents

<b>I</b>	<b>The HIPAA BASICSs</b>	<b>5</b>
	<ul style="list-style-type: none"><li>a. What do the HIPAA Rules Regulate?</li><li>b. How are PHI and e-PHI defined?</li><li>c. What Does HIPAA Apply to?</li><li>d. What are the Penalties for not Complying with HIPAA?</li><li>e. Who Enforces HIPAA</li><li>f. Examples That Covered Entities and Their Business Associates Must do to Comply with HIPAA</li><li>g. Encryption and Destruction: Two Exceptions to HIPAA's Breach Notification Rules</li><li>h. Hybrid Entity under HIPAA</li></ul>	
<b>II</b>	<b>The FERPA BASICS</b>	<b>8</b>
	<ul style="list-style-type: none"><li>a. What is Regulated under FERPA and Who Regulates FERPA?</li><li>b. "Education" Records under FERPA.</li><li>c. What is "Personally Identifiable Information" under FERPA?</li><li>d. What are the Penalties for Violating FERPA?</li></ul>	
<b>III</b>	<b>FRAMING THE ARGUMENTS AND UNDERSTANDING THE GREY AREAS</b>	<b>9</b>
	<ul style="list-style-type: none"><li>a. "Treatment Records" - An Implausibly Narrow Exception</li><li>b. "Treatment Records" in Practice - A Narrow Definition</li></ul>	
<b>IV</b>	<b>PRACTICAL QUESTIONS RAISED</b>	
	<b>A. Application of HIPAA vs. FERPA to Student Health Clinics</b>	<b>10</b>
	<ul style="list-style-type: none"><li>1. When does FERPA Apply to Student Health Clinics and When does HIPAA Apply?</li><li>2. If not for FERPA, HIPAA Would Apply to a Student Health Clinic<ul style="list-style-type: none"><li>a. Is a Student Health Clinic a Covered Entity under HIPAA?</li><li>b. Are Student Health Clinics "Health Care Providers" under HIPAA?</li><li>c. Is a Postsecondary Education Institution a "Hybrid Entity" under HIPAA?</li></ul></li><li>3. HIPAA Implications If Treating Non-Students<ul style="list-style-type: none"><li>a. What if an Employee of the University Receives Services from the Student Health Clinic?</li></ul></li></ul>	



- b. What if a Patient at a Student Health Clinic is both a Student and Employee?
- c. What if a Student Health Clinic Treats Patients who are neither Employees nor Students, such as Employee Family Members or the Public?

#### **B. Disclosure of Student Health Records to External Providers and Insurance Companies**

- 1. What Happens when a Student Health Record is Disclosed to an External Provider as a Referral for Treatment? **14**
- 2. What Happens when a Student Health Clinic bills a Third Party Insurance Company?
- 3. What if a University Provides its Own Health Plan to Students?
- 4. What Happens if a Student Health Clinic Uses a Third Party Billing Service to Manage Insurance Claims?

#### **C. An University's Use of Third Party Vendors to Manage EMR Services**

- 1. Is HIPAA Implicated if a University Purchases EMR Software and Maintains the Software and Database on the University's Server? **15**
- 2. What is Encryption and when should it be Used to Protect a University if it is Hosting Software and Databases Themselves?
- 3. What Happens if a University Purchases EMR Hosted Software and the EMR Company Maintains the Database on the EMR Company's Server via the "Cloud"?
- 4. What is required for a University when PHI is Shared Electronically with Outside Vendors such as Laboratories, Radiology Practices, or Pharmacies?
- 5. What are the Implications of e-Prescribing through an EMR Vendor?
- 6. What is an EMR Company's Role if it provides an Interface to the Outside Vendors in Question 5?
- 7. Is there a Difference if a University Directly Contracts with an e-Claims Clearinghouse versus having their EMR Vendor Contract with the e-Claims Clearinghouse as part of the EMR Company's Bundled Service?

### **V CONCLUSION 19**

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## I. THE HIPAA BASICS

Since 1996, the enactment of HIPAA and its subsequent federal regulations, “covered entities” (e.g. hospitals, outpatient clinics, insurance companies, physician offices) have had to comply with the privacy and security requirements under HIPAA. Here are some basic HIPAA facts.<sup>3</sup>

### a. What Do the HIPAA Rules Regulate?

The HIPAA Rules regulate privacy and security of “protected health information” (PHI) that is created, maintained and transmitted by “covered entities” or “business associates” as part of their healthcare operations. It is essential to understand that the privacy regulations apply to both non-electronic and electronic PHI which includes individually identifiable information such as names, social security numbers, diagnostic codes, demographic information). For example, the privacy regulations can apply to paper copies of medical records and billing information as well as electronic copies. In contrast, the HIPAA security regulations only apply to electronic health information (e-PHI). This is important since the security regulations are much more stringent than the privacy regulations.

### b. How are PHI and e-PHI Defined?

HIPAA defines PHI as “individually identifiable health information” which is transmitted

- By electronic media;
- Maintained in electronic media; or
- Transmitted or maintained in any other form or medium.<sup>iii</sup>

Electronic PHI (e-PHI) is information that falls within the first two bullets above. Under HIPAA, “individually identifiable health information” is defined as information that relates to the past, present, or future health of an individual, or to the payment for the provision of health care to that individual, that either directly identifies the individual or provides reason to believe the information can be used to identify the individual.<sup>iv</sup>

### c. What does HIPAA Apply to?

The HIPAA Rules apply to “covered entities” and “business associates.” Covered entities include health care providers such as hospitals, outpatient clinics, physician practices, psychiatric clinics) as well as insurance companies like HMOs, Medicaid, Medicare, TriCare, Managed Care organizations.



The HIPAA Rules also apply to “business associates” of covered entities who are vendors of covered entities that provide a service to the covered entity and have access to the covered entity’s PHI. Examples of business associates include:

- software companies that provide maintenance services for electronic health records;
- e-prescribing gateway companies or other entities that provides the transmission of data services involving PHI;
- attorneys, consultants and accountants who have access to their clients protected health information;
- shredding companies, transcription services, billing services;
- health information exchange organizations.

Entities not considered business associates. Entities that act as mere conduits for the transmission of PHI may not be considered business associates.<sup>v</sup> The government has provided the following example: data transmission organizations that act as mere conduits for the transport of PHI but do not access the information other than on a random or infrequent basis are not business associates.<sup>vi</sup>

The 2013 HIPAA Rules require that there be a written contract between a covered entity and their business associates<sup>vii</sup> and mandate that certain provisions be in the contract and that business associates are directly liable for non-compliance with HIPAA under the law of agency.<sup>viii</sup>

d. What are the Penalties for not Complying with HIPAA?

The penalties for not complying with HIPAA can be significant. The government has specifically stated that a covered entity or their business associate who “willfully neglect” to comply with HIPAA can be liable for as much as 1.5 million dollars.<sup>ix</sup> Liability can result not only from a specific breach of a patient’s privacy and security but also for failing to comply with the administrative and technical safeguards of the HIPAA rules.<sup>x</sup> For example, failing to have required policies and procedures and train staff on the HIPAA rules could violate HIPAA laws.

Business associates and their subcontractors are now directly liable for HIPAA violations.<sup>xi</sup> For example, if a business associate such as an EMR vendor fails to comply with the HIPAA regulations, the covered entity can be directly liable for the business associates breaches as well as the business associate. This is what is termed “downstream” liability.

e. Who Enforces HIPAA?

Under HIPAA, Congress delegated to the U.S. Department of Health and Human Services (HHS) the authority to create regulations and enforce them. In 2009, HHS gave the regulatory and enforcement authority to the Office of Civil Rights (OCR) which has the authority to impose civil monetary penalties (CMPs) against a covered entity or business associate that fails to comply with the regulations.

This is significant since OCR does not have to file a lawsuit in federal court to impose fines against an individual or entity that breaches HIPAA.<sup>xii</sup> Rather, OCR only has to go through an administrative enforcement process. If a covered entity or a provider fails to appeal an adverse determination by OCR for HIPAA violations, the decision becomes final.<sup>xiii</sup>

f. Examples of What Covered Entities and Their Business Associates Must do to Comply with HIPAA?

Covered entities and their business associates must have appropriate administrative, physical and technical safeguards to comply with the HIPAA Rules.<sup>xiv</sup> These include having policies and procedures, conducting risk assessments, training staff, complying with the breach notification rules (and conducting internal investigations of each breach), and having written agreements between covered entities and business associates.

g. Encryption and Destruction: Two Exceptions to HIPAA's Breach Notification Rules

The 2009 and 2013 HIPAA regulations created extensive requirements that both covered entities and business associates must undergo if they suspect or are made aware of a potential breach of an individual or group's privacy or security.<sup>xv</sup> These rules further require that if there is a breach, the covered entity must notify the individual(s), the government, and if 500 or more records are involved, the media.<sup>xvi</sup>

There are two important exceptions to these rules: encryption and destruction. In 2009, HHS issued a guidance<sup>xvii</sup> identifying that encryption and destruction are two methods that render PHI "secure". As a result, HHS declared that use of these methods were exempt from the breach notification obligations, a practice that every covered entity or business associate should strive towards.



***Practice Tip for Covered Entities and Business Associates:*** To avoid having to undergo the burdensome and potentially damaging process of notifying individuals and others of a breach, use of encryption is recommended in all transmissions of data (at rest and in motion) that would involve PHI. For example, all PHI for hosted Medica clients are encrypted not only during transmission, but also within the database itself (at rest).

h. What is a Hybrid Entity Under HIPAA?

The term “hybrid entity” refers to an entity that has both “covered” and “non-covered” entities in its business organization.<sup>xviii</sup> Under HIPAA, “covered functions” means a function that makes the entity a HIPAA covered entity (i.e., the entity is a health plan, a health care clearinghouse or a health care provider).<sup>xix</sup> A “health care component” is an operational component of a covered entity that uses or discloses protected health information. For example: a University may perform business activities that include both covered functions (e.g., owning and operating hospitals and student health clinics), and other non-covered health functions (e.g., university academic administration and residential halls).<sup>xx</sup>

The 2013 HIPAA regulations now mandate that the healthcare component of a hybrid entity must include all relevant business associate functions within the entity (e.g. a university IT department supporting the health center’s EMR system, including access to the health record database), who must also comply with HIPAA.<sup>xxi</sup>

## THE FERPA BASICS

a. What is Regulated under FERPA and Who Regulates FERPA

The purpose of FERPA is to protect the privacy of student “education” records.<sup>xxii</sup> FERPA applies to educational agencies and institutions that receive funds under any program administered by the Department of Education (DOE), including loans and grants to students.<sup>xxiii</sup> By this definition, nearly all private and public post-secondary institutions; including medical and other professional schools, fall under FERPA regulation.

b. “Education” Records under FERPA

FERPA regulates “education records” which is defined broadly. Education records include, but are not limited to, records that are:

- Directly related to the student;
- Maintained by an educational agency or institution or party acting for the agency or institution;
- Special educational records relating to disabilities under IDEA; and

- Records that do not qualify as “treatment records” since they have been disclosed for purposes other than treatment or shared with non-treating health care workers (this treatment record exception and its implications are addressed in detail below.)<sup>xxiv</sup>

c. What is “Personally Identifiable Information” under FERPA?

Some of FERPA’s protections apply to “personally identifiable information” contained within education records. Personally identifiable information under FERPA includes, but is not limited to:

- the student’s name;
- the name of the student’s parent or other family members;
- the address of the student or student’s family
- a personal identifier, such as the student’s social security number, student number, or biometric record;
- other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name;
- other information, that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.<sup>xxv</sup>

d. What are the Penalties for Violating FERPA?

FERPA violations are complaint driven (e.g. can only be initiated if a complaint is filed by a student or parent).<sup>xxvi</sup> The DOE has the authority to pull funds issued by the DOE from an educational institution that violates FERPA.<sup>xxvii</sup> The termination of funding may only occur if the DOE determines that the University failed to comply with FERPA and that compliance cannot be accomplished voluntarily.<sup>xxviii</sup>

## II. FRAMING THE ARGUMENTS AND UNDERSTANDING THE GREY AREAS

To understand the grey areas in the HIPAA vs. FERPA debate, it is necessary to understand how HHS defines “PHI.” In defining “PHI”, HHS created two exceptions: (1) “Education records” as defined under FERPA and (2) “Treatment records” as defined under FERPA<sup>xxix</sup>.

a. “Treatment Records” – An Implausibly Narrow Exception

If a treatment record remains true to its very narrow definition as, “records on a student who is 18 years of age or older (i) made or maintained by a physician, psychiatrist, psychologist, or



other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a professional capacity; (ii) made, maintained or used only in connection with treatment of the student AND (iii) disclosed only to individual providing the treatment.”<sup>xxx</sup> they are not subject to either HIPAA or FERPA. Hence, such treatment records become a category unto themselves - a ‘no man’s land’ where there is arguably no regulatory oversight by either HIPAA or FERPA. However, we believe that this definition is implausible to defend in practice.

b. “Treatment Records” in Practice – a Narrow Definition.

If a treatment record is disclosed by a university for reasons other than treatment (such as billing) or to persons not involved in the student’s treatment, it becomes an “education” record and subject to FERPA.<sup>xxxi</sup> Even if no insurance billing is involved, we believe that student health records maintained within an EMR do not satisfy the strict definition of “treatment records.” In our reading, the only way to truly satisfy the definition of “treatment record”, is for each physician to keep the paper medical records of students she treats locked-up in her office and only share it with another physician who is directly involved with the treatment of that particular student and then only with the student’s permission<sup>xxxii</sup>. In fact, sharing the paper chart with the student himself may violate the “treatment record” definition.<sup>xxxiii</sup>

An EMR system, by definition, provides general access to multiple, albeit with permission, health center staff to all student health records. Consequently, use of an EMR fails the definition of treatment records under FERPA because it violates the specific provider-to-patient direct treatment requirement.

With an EMR, these are “educational records” under FERPA (unless it is determined that HIPAA applies.). Additionally, providing students access to their own health records through a secure patient portal may further violate the treatment record standard.

As a result, those Universities who take the position that student health records are not subject to either HIPAA or FERPA because their student health records constitute “treatment” records may find themselves in a perilous position since the definition and practical application of treatment records are extremely narrow. Additionally, failure to comply with either HIPAA or FERPA on a technicality that clearly obviates the regulatory intent of both laws could leave that University exposed to potential liability in addition to negative publicity.

### **III. PRACTICAL QUESTIONS RAISED**

We have divided these questions into three different categories.

- A. Application of HIPAA vs. FERPA to Student Health Clinics
- B. Disclosure of Student Health Records to External Providers and Insurance Companies.

C. An University's Use of Third Party Vendors to Manage or Support EMR Services.

A. Application of HIPAA vs. FERPA to Student Health Clinics.

1. When Does FERPA Apply to Student Health Clinics and When Does HIPAA Apply?

To answer this question, it is important to understand the difference between a health record (medical and billing information of a patient) and the type of entity that provides the medical services.

FERPA governs the type of record involved. In the context of a student health clinic, FERPA typically applies to a student health record since it would fall under the definition of an "education" record. Education records include records, files, documents, and other materials that contain information directly related to a student and are maintained by an educational institution.

But for the fact that a student health record qualifies as an "educational" record under FERPA, it would be subject to HIPAA. Additionally, a student health record cannot be subject to HIPAA and FERPA at the same time since the HIPAA law specifically exempts educational records from the definition of PHI.

In contrast, HIPAA governs both the type of record involved (excepting "education" and "treatment" records under FERPA) and the type of entity (e.g. "covered entities"). As a result, if a health record is not exempt under FERPA, HIPAA will apply if it meets the definitions of PHI and covered entities.

2. If not for FERPA, HIPAA Would Apply to a Student Health Clinic

a. Is a Student Health Clinic a Covered Entity Under HIPAA?

In order for HIPAA regulations to apply to it, a student health clinic must be a covered entity. Covered entities include health care providers who **transmit** any health information in electronic form in connection with the following types of transactions (*emphasis added*):

- health care claims or equivalent encounter information;
- health care payment and remittance advice
- coordination of benefits;
- health care claim status;
- enrollment and disenrollment in a health plan;
- eligibility for a health plan;
- health plan premium payments;
- referral certification and authorization;
- first report of injury;



- health claims attachments; and
- other transactions that the Secretary may prescribe by regulation.<sup>xxxiv</sup>

Do Student Health Clinics “Transmit” Health Information? Since the definition of covered entities requires an entity to “transmit” health information in electronic form, it is important to understand how the term “transmit” is defined. The way to understand how “transmission” is defined is by looking at the definition of “transaction.”<sup>xxxv</sup> HIPAA defines “transaction” as a “transmission of information between two parties.” Note that the definition does not define it as a transmission between two entities, but merely as one between two parties. Additionally, the definition of electronic media<sup>xxxvi</sup>, the medium which information is transmitted in electronic format, explicitly includes intranets and private network. Included in this definition as well are other types of electronic media that can be used to move information between entities or within a single organization.

HIPAA does not provide a definition for the term “transmit.” Since it is not a term of art, the common definition for the word should be used. The common use definition of the word “transmit” is very broad. By its definition, one may transmit information to another person through spoken word. Thus, student health clinics and their medical personnel likely transmit health information so long as they communicate health information in electronic form, even within the clinic, such as between a doctor and a nurse.

#### **b. Are Student Health Clinics Health Care Providers Under HIPAA?**

Under federal law, a health care provider is a provider of services (as defined in section 1861(u) of 42 U.S.C. 1395x(u), a provider of medical or health services (as defined in section 1861 of 42 U.S.C. 1395x(s)), and any other person or organization who furnishes, bills, or is paid for health care in the normal course of business. By this definition, it appears that student health clinics and their employees fall within the definition of health care providers.

#### **c. Is a Postsecondary Educational Institution a Hybrid Entity Under the HIPAA?**

On its website under “Frequently Asked Questions,” the Office of Civil Rights (“OCR”) has addressed the issue of whether a post-secondary educational institution is a hybrid entity.<sup>xxxvii</sup> Specifically, in its answer to the question, OCR provides:

“Yes. A postsecondary institution that is a *HIPAA* covered entity may have health information to which the Privacy Rule may apply not only in the health records of nonstudents in the health clinic, but also in records maintained by other components of the institution that are not education records or treatment records under *FERPA*, such as in a law enforcement unit or research department. In such cases, **the institution, as a *HIPAA* covered entity, has the option of becoming a “hybrid entity” and, thus, having the *HIPAA* Privacy Rule apply only to its health care unit. The school can achieve**

**hybrid entity status by designating the health unit as its “health care component.”** (*Emphasis added*) As a hybrid entity, any individually identifiable health information maintained by other components of the university (i.e., outside of the health care component), such as a law enforcement unit, or a research department, would not be subject to the *HIPAA* Privacy Rule, notwithstanding that these components of the institution might maintain records that are not “education records” or treatment records under *FERPA*.<sup>xxxviii</sup>

### **3. HIPAA Implications If Treating Non-Students.**

#### **a. What if an Employee of the University receives health services at a Student Health Clinic?**

If an employee of a University receives services at a student health clinic, that employee’s health records are not subject to *FERPA* since they would not fall within the definition of “education record.” *HIPAA* would apply to the employee’s health record unless it falls under the employment exception to the definition of PHI under *HIPAA*. Like the education record exception, *HIPAA* regulations exempt from the definition of PHI, “employment records held by a covered entity in its role as an employer.”<sup>xxxix</sup> Hence, if an employee of a University is receiving flu shots at a health clinic as part of a university wide employee safety mandate, *HIPAA* would not apply. However, if an employee of a University goes to a student health clinic at their discretion for an annual physical, the clinic would be subject to *HIPAA* since the provision of medical services is usually not a function related to employment.

#### **b. What if a Patient is Both a Student and an Employee of the University?**

If a patient is both a student and an employee of a postsecondary educational institution, that person's student health clinic medical records are subject to *FERPA*.

#### **c. What if a Student Health Clinic Treats Patients Who Are Neither Employees nor Students, such as Family Members of Employees or the Public?**

If a patient at a student health clinic is neither a student nor an employee, the protected health information held by the clinic is subject to *HIPAA* regulations because seeing these types of patients qualifies it as a covered entity. This information is not subject to *FERPA* since it falls outside the definition of “education” record. If seeing non-students, then the clinic is acting as a covered entity under *HIPAA*.



**B. Disclosure of Student Health Records to External Providers and Insurance Companies, Including Student Health Insurance Plans.**

**1. What Happens when a Student Health Record is Disclosed to an External Provider as a Referral for Treatment?**

For the University, the student health record would be considered an “educational record” under FERPA. If the University discloses the student health information to an external provider (such as another physician, clinic or hospital) then the record in the external provider’s possession would be subject to HIPAA regulation since they would be considered a covered entity.

**2. What Happens When a Student Health Clinic Bills a Third-Party Insurance Company?**

Arguably, billing information in a student health clinic's possession is an education record since it applies directly to the student. Because a third party insurance company is defined as a covered entity,<sup>xl</sup> once the billing records are in the insurance company’s possession, the insurance company would be subject to HIPAA. However, this is a grey area subject to future regulatory opinion by OCR. Arguably, the records at the educational institution would still be subject to FERPA.

If all the records being transmitted are education records, the health center is not subject to HIPAA by virtue of the transmission.

**3. What Happens if a Student Health Clinic Uses a Third-Party Billing Services Vendor to Manage Insurance Claims?**

In this scenario, the answer will depend on the type of records the third party billing company is managing. If the University sends billing records on non-students to process insurance claims, then it would clearly fall within HIPAA and there should be a written business associate agreement between the University and the billing company.

If the University only sends student records to a billing company to process claims, there is a strong argument that FERPA applies since under FERPA, an education institution can delegate the handling of student records. This too is a grey area and may ultimately be found subject to HIPAA in order to ensure that the vendor is protecting the privacy rights of the student.

***Practice Tip:*** *As a precautionary measure, it may be best to have a business associate agreement with the third party billing insurance company even if the University takes a FERPA position.*

**Sample language:** *“Client’s execution of the Business Associate Agreement does not constitute an agreement or admission that Client is a Covered Entity for purposes of HIPAA in the services transacted under this Agreement.”*

### **C. A University’s Use of Third Party Vendors for EMR**

#### **1. Is HIPAA implicated if a University purchases EMR Software and Maintains the Software and Database on the University’s Server?**

It depends on the type of health services and type of people that are served by the University health center. If the health center only provides health services to students, then the information contained in its EMR would be considered education records under FERPA, and therefore not subject to HIPAA since the HIPAA regulations explicitly provide that “education and treatment records under the FERPA laws are exempt from HIPAA” (Example A). If, however, the education client provides health services in its clinic to non-students, HIPAA would be implicated since records related to such services would not be specifically exempted under HIPAA, and therefore the education client would be considered a covered entity under HIPAA (Example B).

Maintaining the software on its own server implicates HIPAA only if the University provides health services to individuals other than students.

**Practice Tip:** *It is important to note that if HIPAA applies, as in Example B, the EMR vendor would be considered a “business associate” subject to HIPAA requirements like a covered entity. Moreover, as a precaution, it would be good to have a business associate agreement with the EMR Vendor in both examples in case it was determined that HIPAA applied to Example A.*

#### **2. What is Encryption and When Should it be Used to Protect Our Institution if the University is Hosting the Software and Databases?**

Encryption is the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential key process. HHS has declared that the use of encryption is deemed secure and exempt from the breach notification requirements. It is recommended that covered entities should make efforts to encrypt all forms of its electronic health information, including intranets, compact disks, portable devices, cloud computing services, and emails.



**Practice Tip:** *As an industry best practice, it is recommended that Universities using e-PHI make encryption a mandatory standard with all of their vendors that host and transmit protected health information. For example, Mediat encrypts its data at rest for every hosted client with no exceptions.*

### **3. What Happens if a University Purchases EMR Hosted Software and the EMR Vendor Maintains the Database on the EMR Company's Server via the "Cloud"?**

This is similar to the previous question in that if the University only uses student health information on its EMR software, then FERPA would apply. However, if they are using more than student data on its EMR system, HIPAA would apply.

If HIPAA applies, the key question is whether the EMR Company uses encryption software for data in motion and data at rest. It is important to note that HHS has deemed encryption as a "secure" method of maintaining and transferring data and therefore not subject to the stringent breach notification requirements under HIPAA. If the EMR Company has encryption software, then hosting it on a cloud would satisfy the HIPAA security requirements since HHS has declared that the information is "secure". However, the vendor is still subject to the other HIPAA requirements with respect to its role as a business associate. Business associates are responsible for complying with the HIPAA regulations and are independently liable to OCR for failing to do so.

### **4. What are the Implications of e-Prescribing through an EMR Vendor?**

FERPA would apply to the University if it only retains and uses students' health information on its EMR software. Therefore, arguably, the EMR Company would not be a business associate of the University under HIPAA (although see recommended Practice Tip below regarding use of a "conditional" business associate agreements.)

However, if the University retains and uses non-student information on its EMR, HIPAA would apply. The 2013 HIPAA regulations specifically define business associates to include e-prescribing services. In this case, the e-Prescribing service company would be a subcontractor of the EMR Company. The EMR vendor is a business associate of the University and the e-Prescribing services would be considered a business associate of the EMR vendor (subcontractor of a business associate) and would be responsible for complying with the administrative and technical safeguards of the HIPAA Privacy and Security Rules. The EMR vendor would also need a business associate contract with the e-prescribing company.

## **5. What is Required for a University when PHI is Shared Electronically with Outside Vendors such as Laboratories, Radiology Practices, or Pharmacies?**

First, if FERPA applies and the University is only sharing student health information, arguably, they would still be subject to FERPA if they share this information electronically with these outside vendors.

However, if the clinic shares non-student information with these outside vendors, the University qualifies as a “covered” entity under HIPAA and thus responsible for complying with all of the HIPAA Rules. Additionally, in this situation, the University must consider whether the outside vendor qualifies as a separate “covered entity” conducting “healthcare operations” on behalf of a patient of the education client or a “business associate” of the education client.

Under HIPAA, a covered entity can share protected health information with another covered entity if they are part of healthcare operations.<sup>xli</sup> In this scenario, a laboratory, a radiology practice and a pharmacy system, all of which are separately licensed to provide their services, and which provides such services on behalf of an education client, would be seen as separate covered entities. While they need to make sure that there are safeguards in place to protect the education client’s protected health information, they can share such information between each other without having to get specific authorization from the education client’s patient.

These vendors would only be business associates if they are doing something specifically on behalf of the education client and not just providing services that they are qualified to provide under their professional licensure. If the vendor is a business associate that intends to maintain or receive protected health information on the client’s behalf, the client must enter into a written business associate agreement and obtain satisfactory assurance that the vendor will appropriately safeguard the information before it discloses such information to the vendor.

In all of these scenarios, it is important to note that HIPAA privacy laws mandate that covered entities and business associates follow the “minimum necessary” standards.<sup>xlii</sup> These standards require that the covered entity and business associates make reasonable efforts to limit the amount of protected health information disclosed only as minimally necessary to accomplish the intended purpose of the use.<sup>xliii</sup>



## **6. What is an EMR Company's Role if it Provides an Interface to the Outside Vendors in Question 5?**

If an EMR Company is providing an interface to the outside vendors like the laboratory, radiology practice, and a pharmacy system, it is doing so as a contractor to its education client. If the University only uses student records in its EMR, then arguably FERPA applies. In this situation, arguably a business associate agreement is not required but we recommend that as a precautionary measure, include conditional language in a BA agreement if it is determined that HIPAA applies (see Practice Tip below).

In contrast, if the University's EMR includes non-student health records, FERPA would not apply and the student health clinic would be considered a covered entity subject to HIPAA. As such, it would be required to enter into a BA Agreement with the EMR company and the EMR company would have to enter into a business associate agreement with the outside vendors as a subcontractor of a business associate.

**Practice Tip:** *As a precautionary measure and best practice, it is recommended that the University enter into a "conditional" business associate agreement with the EMR Company in the event HIPAA does apply and the University can make sure that its vendors are complying with HIPAA. For example, standard disclaimer language could be used at the top of the agreement stating that the University takes the position that HIPAA does not apply to the services outlined in the Vendor Agreement, but if it is determined that HIPAA applies, the parties have executed the BA Agreement.*

**Sample language:** *"Client's execution of the Business Associate Agreement does not constitute an agreement or admission that Client is a Covered Entity for purposes of HIPAA in the services transacted under this Agreement."*

## **7. Is there a Difference if a University Directly Contracts with an e-Claims Clearinghouse versus having their EMR Vendor Contract with the e-Claims Clearinghouse as Part of the EMR Company's Bundled Service?**

Yes. Using the same rationale as the answer question 6 above, the answer depends on whether the University uses only student information on its EMR and therefore would be subject to FERPA.

If HIPAA applies to the University, when the University contracts directly with an e-claims clearinghouse, the e-claims clearinghouse becomes a business associate of the University. A written business associate agreement will have to be executed between the University and the e-claims clearinghouse that includes all of the mandatory provisions under HIPAA. If the EMR company contracts with e-claims clearinghouse, the e-claims clearinghouse

becomes a subcontractor of the EMR company. In that situation, there would need to be two business associate contracts: (1) between the University and the EMR Company; and (2) a business associate agreement between the EMR company and the e-claims clearinghouse.

#### **IV. CONCLUSION**

Medical and health information handled by student health clinics may be subject to FERPA, HIPAA, and in very narrow and implausible circumstances, neither. The manner that such information is regulated depends on what kind of information it is, with whom it is shared, what it is used for, and whether the patient is a student. HIPAA laws require covered entities and their business associates to implement extensive privacy and security safeguards, while FERPA do not have similar requirements, creating a disconnect between the privacy interests under FERPA and under HIPAA.

While the HIPAA regulations clearly appear to have considered the FERPA legislation by exempting “education” records from HIPAA protections, HHS did not go far enough to address the issue of student health clinics and their expanding roles in the health care arena. As student health clinics provide more conventional medical and administrative services such as billing third-party insurance companies and offering more services to people other than students, they become more like typical ambulatory clinics, and therefore more like the covered entities regulated under HIPAA.

For those entities subject to HIPAA, the government is now holding not only the providers, but also the vendors that do business with the providers, directly accountable for complying with the HIPAA privacy and security laws.

Even if a University qualifies for the FERPA exception, we suggest that you begin to consider a long term plan to adopt HIPAA-mandated administrative, physical and technical safeguards as best practices for your student health center. Holding your own organization as well as your business associates (vendors) to HIPAA standards will not only provide a high level of practical and legal protection from liabilities associated with privacy breaches, but would also prepare you in the event that federal or state governments ultimately ‘fill in the gaps’ and determine that HIPAA<sup>xliiv</sup> privacy and security safeguards do apply to student health clinics.



- <sup>i</sup> Final Rule, 78 Fed. Reg. 5588 (Jan.25 20-13) (to be codified at 45 CFR 160 and 164)
- <sup>ii</sup> Id.
- <sup>iii</sup> 45 CFR 160.103 , Definition of electronic protected health information and protected health information.
- <sup>iv</sup> 45 CFR 160.103 definition of "Individually Identifiable Health Information."
- <sup>v</sup> 78 Fed. Reg. 5571 (Jan. 25, 2013).
- <sup>vi</sup> 78 Fed.Reg.5571 (Jan. 25, 2013).
- <sup>vii</sup> 78 Fed. Reg. 5560 (January 25, 2013) to be codified in 45 CFR 164.314.
- <sup>viii</sup> 78 Fed. Reg. 5560 (January 25, 2013) to be codified in 45 CFR 160.402(2).
- <sup>ix</sup> 78 Fed. Reg. 5691 (January 25, 2013) to be codified in 45 CFR 160.404.
- <sup>x</sup> Id. 45 CFR 160.401-45 CFR 160.408 (2013 Amendments and 2009 regulations)
- <sup>xi</sup> 78 Fed. Reg. 5691 (January 25, 2013) to be codified in 45 CFR 160.402.
- <sup>xii</sup> See 45 CFR 160.401-426 (Impositions of Civil Monetary Penalties; 45 CFR 160.500 -522 (Procedures for Hearings).
- <sup>xiii</sup> Id.
- <sup>xiv</sup> See generally, 45 CFR 160 et. seq. and 45 CFR 164 et. seq.
- <sup>xv</sup> 45 CFR 164.402- 164.410
- <sup>xvi</sup> Id.
- <sup>xvii</sup> *Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals.* Go to:  
<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/hipaaferpajointguide.pdf>
- <sup>xviii</sup> 45 CFR 164.103 "hybrid entity."
- <sup>xix</sup> 45 CFR 164.103 "covered entity."
- <sup>xx</sup> Final Rule, 78 Fed. Reg. 5588 (Jan.25 2013) (to be codified at 45 CFR 160and 164).
- <sup>xxi</sup> Id.
- <sup>xxii</sup> 34 CFR 99.2 and 34 99.3
- <sup>xxiii</sup> 34 CFR 99.1 et. seq.
- <sup>xxiv</sup> 34 CFR 99.3, definition of "education records."
- <sup>xxv</sup> 34 CFR 99.3, definition of "personally identifiable information."
- <sup>xxvi</sup> 34 CFR 99.63.
- <sup>xxvii</sup> 34 CFR 99.67.
- <sup>xxviii</sup> 34 CFR 99.60 -99.66.
- <sup>xxix</sup> There is a third exception regarding employment records but that will not be discussed in detail in this paper.
- <sup>xxx</sup> 34 CFR 99.3(4).
- <sup>xxxi</sup> 34 CFR 99.3, Definition of "Education records."
- <sup>xxxii</sup> 34 CFR 99.10(f).
- <sup>xxxiii</sup> Id.
- <sup>xxxiv</sup> 34 CFR 99.3, definition of "personally identifiable information."
- <sup>xxxv</sup> 45 CFR 160.103 definition of "transaction".
- <sup>xxxvi</sup> 45 CFR 160.103 definition of "electronic media."
- <sup>xxxvii</sup> The Office of Civil Rights, Frequently Asked Questions, (Nov. 25, 2008),  
<http://www/hhs.gov/ocr/privacy/hipaa/faq/ferpa> and [hipaa/522.html](http://www.hhs.gov/ocr/privacy/hipaa/522.html).
- <sup>xxxviii</sup> Id.
- <sup>xxxix</sup> 45 CFR 160.103, Exclusions to the Definition of PHI.
- <sup>xl</sup> 45 CFR 160.103, Definition of "Health Plan."
- <sup>xli</sup> 45 CFR 164.506.
- <sup>xlii</sup> 45 CFR 164.502(b).
- <sup>xliii</sup> Id.
- <sup>xliv</sup> Or "HIPAA like" privacy and security safeguards in the event that States create more stringent legislation than HIPAA to apply to student health clinics.

# RALEIGH



LOCAL SERVICE COAST TO COAST

## RESEARCH TRIANGLE PARK DATA CENTER SPECIFICATIONS

### Facility

- 22,000 sq. ft. facility with 10,000 sq. ft. of raised floor data center space
- 24x7x365 access
- Secured customer cages and cabinets available
- Robust Network Operations Center (NOC)

### Security

- 24x7x365 onsite personnel
- Card access system
- Electronic verification by TierPoint personnel
- Biometric identity access system
- Video surveillance and capture to DVR

### Power

- Tier 3 modular design for easy capacity expansion as needed
- Fully 2N A-side and B-side power distribution design
- Designed and commissioned Tier 3 certified by the Uptime Institute
- 2,500kVA of utility capacity expandable to 12,000kVA
- Two redundant 2,000kW Cummins generators each with 4,000 gallons of fuel storage
- Both the A-side and B-side electrical systems have modular 1,200kW high-efficiency Uninterrupted Power Supply (UPS) systems
- Eight 300kVA Power Distribution Units (PDU) with branch circuit monitoring

### Network

- Carrier neutral, high availability and resilient Internet connectivity
- Multiple diverse feeds to each from separate paths to the building
- TierPoint provided, redundant IP bandwidth available with 10Gb connectivity
- TierPoint provided cross connections of standard media types to connect customers to the carrier of their choice

### Connectivity

#### On-Premise Carriers

- AT&T
- Comcast
- Level 3
- XO Communications
- TW Telecom

### CONTACT

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TierPoint's Data Center in North Carolina's Research Triangle Park (RTP) offers complete end-to-end enterprise data, voice, network and cloud solutions including Disaster Recovery as a Service (DRaaS), cloud services, managed services and more. Leveraging our core nationwide IP network, the RTP Data Center is a safe, secure facility audited under HIPAA, PCI DSS, SSAE-16 SOC I Type II, SOC 2 Type II and SOC 3 standards annually. Statistics show the majority of businesses who do not have an IT backup plan in place eventually fail after they experience a disaster. The RTP Data Center is designed to ensure your critical IT systems, applications and data are safe from tornadoes, hurricanes, earthquakes, fires, floods and other disasters—natural or otherwise.

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It all starts with our carrier-class, carrier-neutral facilities that give you uninterrupted access to critical data and systems. With uncompromising standards for power, security and environmental controls, we focus on connectivity and redundancy so you can enjoy peace of mind knowing your systems and data are protected and connected.

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We offer comprehensive connectivity, security, and availability solutions to ensure your business has the proper tools to succeed.

### Expert Staff

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# CHICAGO



LOCAL SERVICE COAST TO COAST

## CHICAGO DATA CENTER SPECIFICATIONS

### Facility

- 107,000 sq. ft. with 25,000 sq. ft. of 36-inch raised floor space
- Largest contiguous space in downtown Chicago
- Bunker-like type I-A brick, masonry, steel and concrete construction
- Entire city block footprint, capable of vertical expansion
- SSAE 16 Type SOC2 certified
- Private suite and custom build to suit options

### Security

- Building-wide coverage with remote viewing and 90 day retention
- Multiple mantraps
- Card access: HID proximity card readers
- Intrusion detection
- Guard on-site
- Built to DOD blast force specifications with no external walls

### Power

- UPS: (4) Powerware 500kVA
- Redundant N+1
- Harmonic filters
- 1900 kW of UPS power currently available
- Generation capacity: 3.5 MW
- 8000 gallons of diesel
- Remotely monitored: yes

### Network

- Carrier-Neutral facility
- Directly connected to Chicago's primary fiber ring
- Low latency access to all major data centers/exchanges downtown
- Roof rights available for wireless equipment installations
- Blended Internet product that provides redundant access to multiple upstream carriers

### Connectivity

- AT&T
- Abovenet/Zayo
- Comcast
- France Telecom
- GTT
- Level3
- Sunesys
- Verizon

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# CHICAGO

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### Expert Staff

Our highly trained, certified, experienced, team members have one goal and one goal only. They are committed to providing each client with individual attention and custom-fit solutions that meet their unique needs.

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\*Available services may vary by location.

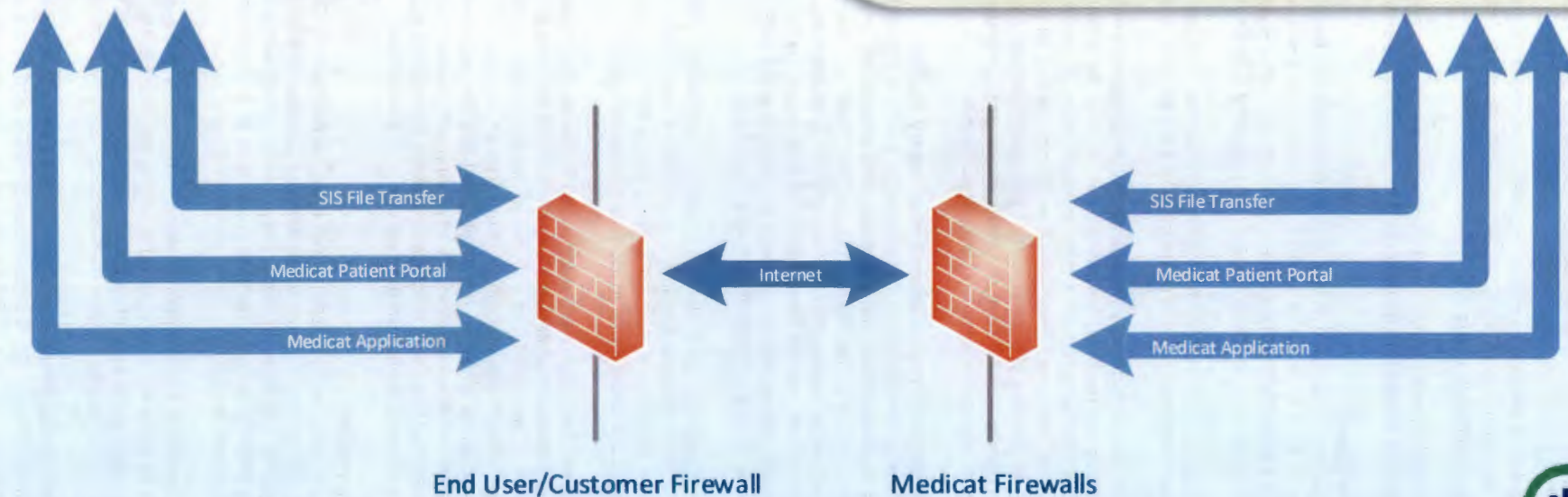
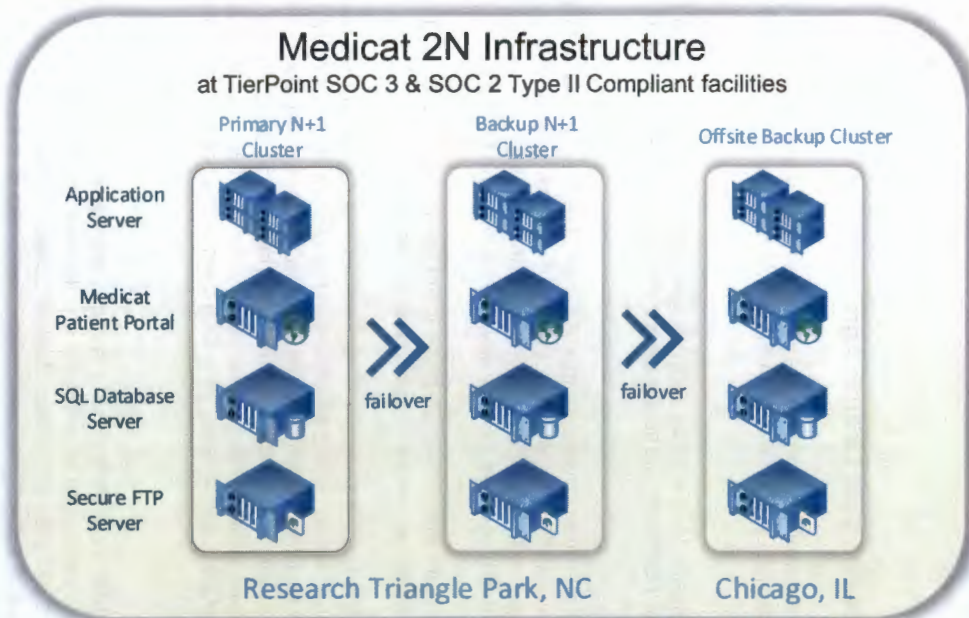
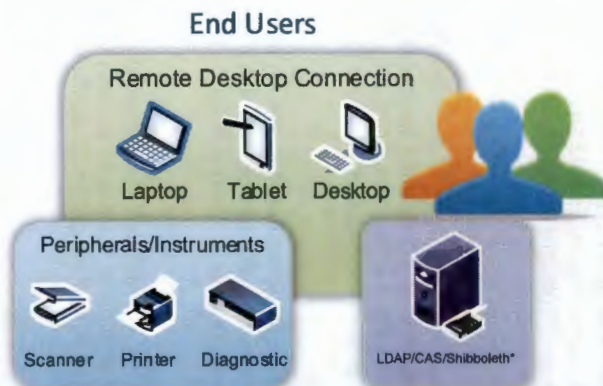


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# Medicat Hosted Services Infrastructure



Medicat Patient Portal represents HTTPS/TLS/SSL TCP/IP 443 Traffic  
SIS represents Secure FTP/SSH/TLS/SSL TCP/IP 21,900 Traffic  
Medicat Application represents Secure (RDP) TCP/UDP 3389 Traffic

\*LDAP/CAS/Shibboleth Authentication is an optional feature of Medicat Patient Portal.

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## Medicat Software as a Service End User License Agreement

This Software as a Service End User License Agreement ("Agreement" or "SaaS Agreement") is entered into between you, Virginia Military Institute, ("Client") located at VMI Infirmary, 448 Institute Hill, Lexington, VA, 24450 and Medicat, LLC, ("Medicat"), 303 Perimeter Center N., STE 320, Atlanta, GA 30346.

Medicat permits Client to access and use, subject to this Agreement, for the Initial Term as specified, the object code of the Medicat software application as described in Exhibit A ("Licensed Software"), and accompanying documentation related thereto.

### 1. License Grant

1.1 Subject to this Agreement and in consideration for the mutual covenants made herein, Medicat grants to Client, and Client accepts from Medicat, a limited, non-exclusive, non-transferable license to access and use the Licensed Software (as described in Exhibit A) during the Term. Client will provide access to the Licensed Software only to those end users who are Client employees or contractors engaged in providing Client's health services (collectively, the "Authorized Users").

1.2 The grant of the license to access and use the Licensed Software shall apply to the initial version of the Licensed Software and any other version, revisions or updates of the Licensed Software subsequently provided to Client.

1.3 To ensure satisfactory maintenance and availability of the hosted Software, Client acknowledges and agrees that Medicat may, at any time and for any reason, modify, discontinue, delete or restrict any aspect or feature of the Licensed Software (collectively 'updates') without consent from, or notice to, Client. Medicat shall have no liability for any such changes or modifications. However, changes or modifications that effectively diminish the features or capabilities of the Software as represented at the time of purchase shall be considered a material breach of this Agreement for which Client may elect to terminate under section 4.3 herein. Medicat agrees to provide Client with at least thirty (30) days prior notice of any product enhancements that are material in Medicat's opinion.

### 2. Ownership and Preservation of Proprietary Rights

2.1 Client acknowledges and agrees that Medicat intellectual property (i.e., source code, copyrighted or patented material, trademarks, service marks, trade secrets, and proprietary and confidential information) are the property of Medicat, subject to Client's use pursuant to this Agreement and that Medicat retains all rights in its intellectual property, including any enhancements thereto or derivative works thereof. It is expressly understood and agreed that ownership of any part of the Licensed Software source code or any related items provided hereunder, including any enhancements thereto or derivative works thereof, shall remain the sole and exclusive property of Medicat and Client shall have no ownership interest in any such Licensed Software, enhancements thereto or derivative works there from.

2.2 Client agrees not to use Medicat's service marks, trademarks or brand names (collectively, the "Marks") relating to the Licensed Software without Medicat's prior written permission. Medicat reserves all rights related to the Marks not expressly granted in this Agreement. Medicat's grant of any license to use any of the Licensed Software is subject to the rights retained by Medicat, which are exercisable in Medicat's sole discretion.

2.3 Client shall only use the Licensed Software for its own business purposes to process its own data and shall take all necessary measures to protect the Licensed Software from any unauthorized use, reproduction, display, publication, disclosure or distribution. Client shall not sell, resell, lease, license, sublicense, give, re-license, market, publicize, release, distribute or otherwise transfer or disclose for any purposes any component of the Licensed Software to any person, firm or entity including, but not limited to, its affiliates, nor shall Client use the Licensed Software to provide data, information services, service bureau, third party administration services, facility management services or consulting services to any other person, firm or entity. Under no circumstances shall Client disclose or provide access to the Licensed Software to individuals or entities who are not Authorized Users without first obtaining written permission from Medicat.

### 3. Confidentiality

3.1 Each party acknowledges that it will be exposed to Confidential Information of the other during the performance of the Agreement and hereby agrees not to disclose Confidential Information to any third party without the prior written consent of the disclosing party. The receiving party may only use Confidential Information for the purpose intended herein and may only disclose Confidential Information on a need to know basis to its employees and/or authorized agents who agree to or are bound to similar obligations of confidentiality.

3.2 "Confidential Information" means (i) the terms and conditions of the Agreement; and (ii) any other information that (A) if disclosed in tangible form, is marked in writing as "confidential" or with a similar designation; (B) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential"; or (C) with respect to Confidential Information of Client, is information maintained on the hosted system by Medicat on behalf of the client.

3.3 Confidential Information will not include any information that (1) is already in the possession of the receiving party without obligation of confidence, (2) is independently developed by the receiving party, (3) is or becomes publicly available without breach of this Agreement, (4) is rightfully received by the receiving party without obligation of confidence, (5) is released for public



disclosure by the disclosing party, or (6) is commingled with other third party information for statistical purposes.

3.4 Client shall not copy, disassemble, decompile, decrypt, reverse engineer or in any way attempt to discover or reproduce the source code of the Licensed Software or any part thereof.

#### **4. Term and Termination.**

4.1 The term of this Agreement shall be for a period of five (5) years from the Effective Date, unless terminated earlier as provided for herein (the "Initial Term") and will automatically renew for additional five (5) year term (each a "Renewal Term") unless notice is provided by either party at least sixty (60) days prior to the end of the then-current term. The Initial Term and each Renewal Term are hereby referred to collectively as the "Term". For purposes of this Agreement, 'Effective Date' shall be defined as the date on which the Client's system access is provided by Medicat.

4.2 Annual Subscription pricing will increase each year during the term of this Agreement by 3%. Upon renewal, Medicat will invoice customer year 5 fees, including this annual increase.

4.3 Medicat may terminate this Agreement if Client or any officer, agent or employee of Client breaches any material term or condition of this Agreement and if such breach is not cured to the reasonable satisfaction of Medicat within ten (10) days after notice of such breach is sent by Medicat to Client. In the event that Client does not cure such material breach within the time period provided herein, Medicat may immediately revoke the License granted to Client, prohibit Client's use of the Licensed Software, and Client shall immediately discontinue use of the Software.

4.4 In addition to the rights of Medicat set forth in Section 4.2 in the event of a breach, Medicat may terminate this Agreement and Client access to the Licensed Software effective upon ten (10) days written notice to Client upon: (a) any use, copying or distribution of the Licensed Software not expressly authorized herein; (b) the cessation of the business of Client; (c) voluntary or involuntary filing of a bankruptcy petition or similar proceeding under state law with respect to Client; (d) Client's becoming insolvent or making any assignment for the benefit of creditors; or (e) nonpayment of Medicat invoices for Licensed Software access or other services rendered.

4.5 Termination shall not relieve either party or Client's Authorized End Users of their obligations regarding the confidentiality of each party's confidential information. If termination occurs as a result of Client's failure to comply with any of its obligations under this Agreement, Client shall continue to be obligated for any payments due as of the date of termination. Termination of the license shall be in addition to, and not in lieu of, any other remedies available to Medicat.

4.6 This Agreement is committed and non-cancellable. All fees for the Term are committed and non-cancellable.

4.7 Sections 2, 3, 4, 5, 7 and 9 shall survive termination of this Agreement.

#### **5. LIMITATION OF LIABILITY**

5.1 MEDICAT, ITS AFFILIATES AND THIRD PARTY VENDORS SHALL HAVE NO LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM UNAUTHORIZED ACCESS TO THE SYSTEM, LOSS OF USE, LOSS OF DATA OR LOSS OF PROFITS, LOSS OF GOODWILL, ADDITIONAL EMPLOYEE HOURS OR LOSS OF ANTICIPATED SAVINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY EXHIBIT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE THEREOF, EVEN IF MEDICAT OR THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

5.2 WITH RESPECT TO ELECTRONIC CLAIMS, MEDICAT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ANY CLAIMS RECEIVED FROM CLIENT OR TRANSMITTED TO PAYERS UNLESS DIRECTLY CAUSED BY MEDICAT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. MEDICAT SHALL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED OR OTHER IMPROPER TRANSMISSION BY OR ON BEHALF OF CLIENT.

5.3 THE CUMULATIVE LIABILITY OF MEDICAT AND ITS AFFILIATES AND THIRD PARTY VENDORS FOR ALL LOSS AND DAMAGE WHATSOEVER AND HOWSOEVER ARISING RELATED TO THIS AGREEMENT AND ANY EXHIBIT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE THEREOF, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO MEDICAT DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM (OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE MONTHS, AN ANNUALIZED AMOUNT BASED UPON THE AVERAGE MONTHLY PAYMENTS FROM THE INCEPTION OF THIS AGREEMENT UNTIL THE DATE OF SUCH CLAIM).

5.4 MEDICAT EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY CLAIM FOR INJURIES OR DAMAGES RELATED TO THE USE OF THE LICENSED SOFTWARE FOR DIAGNOSIS AND TREATMENT PURPOSES.

5.5 The provisions of this Section 5 shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

#### **6. Client's Responsibilities**



6.1 Client is solely responsible for acquiring, servicing, securing, maintaining, and updating all equipment, computers, software and communications services not owned or operated by or on behalf of Medicat, that allow Client to access and use the Licensed Software in accordance with any and all operating instructions or procedures that may be issued by Medicat and that meet the minimum requirements specified by Medicat. Client understands and agrees that the operation and availability of the systems used for accessing and interacting with the Licensed Software, including, telephones, computer networks and the Internet or to transmit information, whether or not supplied by Client or Medicat, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Licensed Software. Medicat and its affiliates are not in any way responsible for any such interference with or prevention of Client's access and/or use of the Licensed Software.

6.2 Client shall take reasonable steps to establish access and password controls to ensure the security of the Licensed Software and Client Data. Client shall be responsible for system and network password management.

6.3 Medicat will also have no responsibility or liability for issues or damages resulting from Client's failure to use the Licensed Software in accordance with its documentation or for its failure to properly manage system and network passwords.

## **7. Limited Warranty**

7.1 Medicat represents that throughout the Term, the Licensed Software will substantially conform to the operational features detailed in the documentation that properly accompanies the Licensed Software, provided the Licensed Software is accessed and used as provided for therein.

7.2 EXCEPT AS PROVIDED IN THE SERVICE LEVEL GUARANTY SET FORTH IN EXHIBIT C, THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES MADE BY MEDICAT TO CLIENT HEREUNDER. MEDICAT MAKES AND CLIENT RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED AND ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. MEDICAT DOES NOT REPRESENT THAT THE SYSTEM WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

## **8. Service Levels**

During the term of the Agreement, Medicat will make commercially reasonable efforts to comply with the Service Level Guarantee Agreement as per Exhibit C, if applicable to Client.

## **9. General**

9.1 Each party acknowledges that it has read, understands and agrees to be bound by this Agreement. Additionally, each party further represents and warrants that it has all the power and authority to enter into this Agreement and to comply with and be bound by its terms.

9.2 This Agreement, along with the respective Schedule(s), and any related exhibits, is the complete and exclusive statement of the Agreement between the parties with respect to the Licensed Software and shall supersede all prior proposals, understandings and all other agreements, oral and written. Client does not have the right to make modifications to this Agreement or to make any additional representations, commitments or warranties binding on Medicat.

9.3 Neither party hereto shall be liable or deemed in default for any delay or failure in performance hereunder resulting from any cause beyond its reasonable control.

9.4 If any provision of this Agreement is held to be invalid or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

9.5 This Agreement shall be binding upon and inure to the benefit only of the parties hereto and their respective successors and permitted assigns. Client agrees that Medicat may assign this agreement to a third party with written notice, subject to that party being bound by all of the terms and provisions of this agreement. Client may not assign this Agreement nor any of its rights, duties or obligations hereunder without the prior written consent of Medicat.

9.6 The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.

9.7 Any dispute or claim arising out of, or in connection with, this Agreement (except for claims for equitable relief which shall not be subject to this provision) shall be finally settled by binding arbitration in Client's state, in accordance with the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrators shall apply the law of the Client's state, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The parties specifically waive and disclaim the applicability of the Uniform Commercial Code, Uniform Electronic Transactions Act, and Uniform Computer Information Transactions Act to this Agreement. In the event any action or proceeding is brought in connection with this Agreement, each party shall be responsible for its costs and reasonable attorneys' fees. Except for the Client and Medicat, no other party may sue or be sued under this Agreement.

9.8 Client data stored within Medicat's hosted database, including Protected Health Information (as defined in Exhibit D),



shall be considered the Client's property. Upon termination of this SAAS Agreement, at the Client's written request, Medicat agrees to deliver a copy of the Client data to the Client on a CD or other mutually agreeable electronic format at no additional charge to the Client.

#### 10. Fees and Payments

The license fees for use of the Licensed Software are based on the modules, content and services subscribed to and number of Authorized End Users of the Licensed Software and shall be paid as set forth in Exhibit A, attached hereto and incorporated herein by reference. In the event Client wishes to increase the number of Authorized End Users, Client shall agree to pay an adjustment corresponding to the new level of use based on Medicat's then current pricing. The dollar amount of such fees, fees for other services and materials supplied in connection with the Licensed Software, and the terms of payment will be specified in an invoice to be furnished by Medicat pursuant to such adjustment. Client shall pay such fees promptly as they come due. Subject to other terms of this agreement, Client's obligation to pay accrued fees and expenses shall survive any termination of this Agreement.

#### 11. Modifications, Enhancements, Upgrades, Updates, Additions

All modifications, enhancements, upgrades, and conversions, of the Licensed Software (collectively, "Modifications") regardless of whether developed in conjunction with use of the Licensed Software by Client, or jointly by Client and Medicat, including, without limitation, such materials which may be developed by Medicat through the reimbursed or unreimbursed efforts of Client's employees or its agents, shall be owned by Medicat and shall automatically be deemed to be part of the Licensed Software for purposes hereof, and subject to all terms and conditions set forth herein. Such Modifications may be subject to additional license fees to be communicated to Client in advance, subject to availability and to Medicat's decision to make any such Modifications available to any one or more of its licensees.

#### 12. Mutual Consent for Publicity and Promotion

Medicat and Client agree to create and distribute a mutually acceptable press release, case study, and testimonial, including Client's logo and photos, for the purposes of marketing and promotion. These materials may include, but are not limited to brochures, website content, print/broadcast/digital media advertising, etc. Medicat may use said material or the life of the Client's contract with Medicat. Additionally, Client agrees to provide reference up to four times per year for prospective Medicat clients, and to participate as available in Medicat events and client focus, advisory, and test groups

#### 13. Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by personal delivery;
- (c) by expedited delivery service; or
- (d) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Medicat:

Medicat LLC  
303 Perimeter Center N., Ste 320  
Atlanta, GA 30346

Client:

Virginia Military Institute  
VMI Infirmary, 448 Institute Hill  
Lexington, VA, 24450

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, inclusive of Exhibits A, B, C, D, E to be executed and effective this day:

**Medicat, LLC**

By: \_\_\_\_\_

Print Name: Daryl Rolley

Title: Chief Executive Officer

Date: \_\_\_\_\_

**Client: Virginia Military Institute**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**Licensed Software as a Service Solution**  
See Mediat Proposal for Details and Pricing

## **EXHIBIT B**

### **CLIENT ANNUAL SUPPORT AND MAINTENANCE**

In addition to their mutual obligations spelled out in the SaaS Agreement and applicable schedules, the parties further agree as follows:

#### **Section 1. Definitions**

The following definitions are used in this Exhibit:

1. "Licensed Software" shall be those programs or modules which are licensed for access by the Client under the SaaS Agreement. This includes any updated program or module access to which is hereinafter furnished to Client by Medicat in connection with a Licensed Software under this Exhibit.
2. "Reference Materials" shall mean the Documentation supplied for the current revision of the Licensed Software and updates to the Documentation as delivered or made available to the Client by Medicat.
3. "Remote Support" is any service rendered by a Medicat representative for the Client via telephone, Internet or any combination thereof.
4. "Client Contact" shall be one or more individuals that have been fully trained on the Licensed Software who are authorized to communicate directly with Medicat on behalf of Client.
5. "Hardware" refers to all equipment necessary to operate the Licensed Software at the Client site, including, but not limited to the personal computers and all of their internal and external components, peripherals, printers, network hardware and wiring, communication devices, and the like.
6. "Update" is a maintenance release in which little to no enhancement or functionality is added to the program.
7. "Upgrade" is a significant update to existing functionality.
8. "Enhancement" is a modification to the Licensed Software where functionality is added.

#### **Section 2. Coverage**

Any additional Licensed Software access subsequently purchased by Client shall be automatically covered by Medicat Annual Support and Maintenance.

Medicat will provide its 24/7 Support Coverage to Client, which covers updates, upgrades, enhancements, fixes and client support to the Licensed Software except for the holidays observed by Medicat, as reflected in Schedule 1, for the Term of the Agreement.

#### **Section 3. Medicat's Responsibilities**

1. Medicat shall maintain the Licensed Software covered hereunder in good operating condition to perform the functions as specified in the Documentation.
2. Medicat shall correct the Licensed Software if errors in the Licensed Software are discovered and effectively reported to Medicat.
3. Medicat shall provide Client with Remote Support for the Licensed Software. Remote Support shall be available to one Client Contact or designate who has been trained and certified on the operations in question, and only after the Client's Contact or designate has consulted the Reference Manual and on-line documentation for a possible solution to a problem.
4. Medicat shall provide the Client, free of charge, updates, upgrades and enhancements for the Licensed Software for the term of the Agreement.
5. Medicat shall provide preventive software maintenance for the Licensed Software as deemed necessary by Medicat.
6. Medicat shall normally respond to a properly communicated support request for the Licensed Software within 4 hours, and within 1 hour in the event of an Urgent Request.
7. Medicat will release periodic updates, upgrades and enhancements to address those issues that, because of their applicability to Clients nationwide and because of their non-urgent nature, warrant such updates or upgrades.

#### **Section 4. Client Data Safeguards**

1. Medicat agrees to implement safeguards to ensure the confidentiality, availability, security and integrity of Client data, including Protected Health Information as defined in Exhibit D, during processing, storage, and transmission. These safeguards should be in accordance with industry best practices and should include (but not be limited to) controls such as datacenters with redundant power and connectivity, change control processes and documentation for system updates testing & deployment, logging & auditing associated with account management & access, and encrypted transmission channels for all Client Data.
2. Medicat also agrees that any and all Client data will be stored, processed, and maintained solely on designated target servers and that no Client data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Medicat's designated backup and recovery processes.



3. Medicat agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all Client data in a manner acceptable and approved by Client, and shall provide an affidavit certifying said destruction within 30 days of the termination of this Agreement 1 or within 7 days of the request of the Client, whichever shall come first.

#### **Section 5. Client's Responsibilities**

1. The Client shall notify Medicat immediately if it becomes aware of any errors occurring in the Licensed Software or operation of the system. Failure to provide this notification in a timely manner may hamper the ability of Medicat to correct the problem.
2. Client shall maintain the necessary environment for the Hardware upon which the Licensed Software is accessed at the Client site. Client shall be diligent in all respects to assure the successful operation of the Licensed Software.

#### **Section 6. Exclusions, Limitations, and Additional Provisions**

1. Medicat's obligation to provide maintenance services under this Exhibit B is contingent upon the proper configuration of Client Hardware and the appropriate use of Licensed Software as recommended by Medicat.
2. Maintenance services that are required because of accident, neglect, misuse, electronic problems, media failure, *force majeure*, originating at the Client site, or any failure on the Client's part to abide by the above Client obligations are not covered by this Exhibit and shall be paid for by the Client at Medicat's prevailing non-contractual, hourly rates as reflected in Schedule 2.
3. Maintenance services do not include standard operating supplies, tapes, paper forms, cables, etc. Client must provide its own computer supplies required for normal operations.
4. Maintenance services do not include access to new programs or additional modules not described as included in Exhibit A, but does include updates, upgrades and enhancements only to the Licensed Software for the applicable subscribed to modules.
5. Maintenance services do not include: design or changes of forms or reports, custom modules, custom reports, or custom programs, custom modifications to the Licensed Software, modifications to the Licensed Software based solely upon Client preference, data conversion, and similar functions.
6. Support of problems unrelated to the Licensed Software is not covered under this Exhibit. Unrelated problems include, but are not limited to, all Client hardware problems, all Client network problems, problems with Client third-party vendors, programs, and applications, problems with Client operating systems, problems with Client network operating system and system integration, and Client environmental problems, such as heat, radiation and power surges.
7. Medicat is not responsible for the diagnosis and/or correction of problems that are not related to the Licensed Software but may offer such services at its discretion. Unrelated Client problems may include, but are not limited to, Hardware problems, problems with other applications and environmental problems such as heat, radiation and power surges. If at any time during or at the conclusion of the troubleshooting process the cause of the problem is determined to be one that is not covered by this Exhibit, the Client shall be billed at Medicat's then prevailing non-contractual, hourly rate (as reflected in Schedule 2) based upon the time required to make such a determination.
8. Any obligations and duties which, by their nature, extend beyond the termination of this Exhibit shall survive any termination and remain in effect. This includes all obligations and duties as described in the SaaS Agreement.
9. If any provision or provisions of this Exhibit are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.
10. Medicat is not responsible for failure to fulfill its obligations under this Exhibit due to causes beyond its control, including such causes as are normally considered *force majeure*.

**SCHEDULE ONE: Holidays observed by Mediat.** Mediat is closed on the following days each year.

New Year's Day	1
Memorial Day	1
Independence Day	1
Labor Day	1
Thanksgiving Day and the day following	2
Christmas Day	1

**SCHEDULE TWO: Prevailing Rates**

SERVICE	RATE	
Remote support	\$250	per hour

Prices are subject to change with written notice.



## Exhibit C. SERVICE LEVEL GUARANTEE AGREEMENT

### Availability:

Medicat warrants that the Software as a Service solution ("Service Solution") will be generally available 99.99% of the time, except as provided below. General availability will be calculated per calendar month as follows, where:

<b>Total</b>	means the total number of minutes for the calendar month.
<b>Nonexcluded</b>	means downtime (period of unavailability) that is not excluded.
<b>Excluded</b>	means the following:
<ul style="list-style-type: none"><li>○ Any downtime between 8:00 p.m. and 6:00 a.m. Eastern Standard Time on any Saturday or Sunday night.</li><li>○ Any planned downtime on Monday through Friday nights for which Medicat gives 24 hours or more written notice between the hours of 8:00 p.m. and 6:00 a.m. Eastern Standard Time.</li><li>○ Any unavailability caused by circumstances beyond Medicat's reasonable control, including without limitation, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, internet service provider failures or delays involving hardware, software or power systems not within Medicat's, or Medicat's data hosting partner's, possession or reasonable control, and network intrusions or denial of service attacks.</li></ul>	

**Availability Formula:**  $((Total - Nonexcluded - Excluded) / (Total - Excluded) * 100)$

Unavailability of some specific features or functions within the Service Solution, while others remain available, will not constitute unavailability, so long as the features and functions are not, in the aggregate, material to the Service as a whole.

### Penalties:

In the event the Service Solution is not available 99.99% of the time, the Client will be eligible to receive a Service Credit equal to one day of fees (pro-rated against final pricing) for each full percentage point, or fraction thereof, below 99.99%. Any such credit shall be applied to the Client's next invoice. Service credits are capped at the total monthly fee of the service, or its pro-rata equivalent if the fee is paid annually.

The penalties specified in this Penalties section shall be the sole remedy available to the Client for breach of this Service Level Agreement.

### Reporting and Claims:

To file a claim under this Service Level Agreement, the Client must send an email to the designated Medicat address in the SaaS agreement with the following details:

- Downtime information with the dates and time periods for each instance of downtime during the relevant period.
- An explanation of the claim made under this Service Level Agreement, including any relevant calculations.

Claims may only be made on a calendar month basis and must be submitted within 10 business days after the end of the relevant month.

All claims will be verified against Medicat system records. Should any period of downtime submitted by the Client be disputed, Medicat will provide to the Client a system-generated record of Service availability for the period in questions.

## Exhibit D. BUSINESS ASSOCIATE AGREEMENT

Client's execution of the Business Associate Agreement does not constitute an agreement or admission that Client is a Covered Entity for purposes of HIPAA in the services transacted under the Agreement.

### 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA 45 CFR 160.103 and 164.501.

(a) Business Associate. "Business Associate" shall mean **Medicat, LLC**.

(b) Covered Entity. "Covered Entity" shall mean **Virginia Military Institute**.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(d) Privacy and Security Rules. "Privacy and Security Rules" shall mean the Standards for Privacy and Security of Individually Identifiable Health Information at 45 CFR part 142, part 160 and part 164, subparts A and E, as well as the Health Information Technology for Economic and Clinical Health and any regulations promulgated thereunder.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

### 2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement, including incidents that constitute breaches of unsecured protected health information. Business Associate also agrees to report to Covered Entity any security incident of which it becomes aware.

(d) Business Associate agrees to establish and use appropriate procedures to safeguard against improper uses and disclosures of the Protected Health Information. In the case of electronic Protected Health Information created, received, maintained or transmitted on behalf of the Covered Entity, such procedures shall include implementation of administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such electronic Protected Health Information.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

(g) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.



(h) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(i) Business Associate shall request from Covered Entity no more than the minimum necessary Protected Health Information to perform the Services.

(j) Business Associate may disclose Protected Health Information to, and permit the use of Protected Health Information by, its employees, contractors, agents, or other representatives only to the extent reasonably necessary for the performance of the services for or on behalf of Covered Entity, and in compliance with the Privacy and Security Rules.

(k) Business Associate acknowledges and agrees that it shall comply with each provision of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends a HIPAA Privacy and Security Rules or Security Rule requirement to Business Associates of Covered Entities A and subsequent amendments thereto.

(l) To the extent required by the Privacy and Security Rules, Business Associate shall allow access to Protected Health Information by Covered Entity or the individual to whom such Protected Health Information relates, to the extent that such Protected Health Information is maintained in a designated record set, at reasonable times and in a manner reasonably directed by Covered Entity, in order to meet the individual access requirements under 45 CFR §164.524.

(m) To the extent required by the Privacy and Security Rules, Business Associate shall make any amendments to Protected Health Information maintained in a designated record set that Covered Entity directs pursuant to the amendment requirements under 45 CFR §164.526.

### **3. Reporting and Mitigating Any Unauthorized Uses and Disclosures**

(a) In the event that Business Associate acquires knowledge of any use or disclosure of Protected Health Information that violates this Business Associate Agreement, Business Associate shall report such violation in writing to Covered Entity as soon as practicable.

(b) Business Associate shall establish procedures for mitigating, to the greatest extent possible, any deleterious effects arising from any use or disclosure of Protected Health Information which is not authorized pursuant to this Business Associate Agreement.

(c) Business Associate shall notify impacted persons of any privacy breach (as defined by Section 13400 of the ARRA with respect to Protected Health Information maintained, used, or disclosed by Business Associate pursuant to the agreement between Business Associate and Covered Entity. Pursuant to such obligation, Business Associate will, with respect to any privacy breach,

(i) Investigate any impermissible use or disclosure of Protected Health Information;

(ii) Determine whether there is a significant risk of financial, reputational, or other harm to the affected individual;

(iii) Document and retain the risk assessment and exception analyses, and make them available to the Covered Entity promptly upon request;

(iv) Notify each individual impacted by the breach by first class mail without unreasonable delay and within the applicable statutory notification period and provide toll-free telephone numbers to handle any follow-up inquiries. The notice will consist of:

(A) a brief description of the incident, including the date of the breach and the date it was discovered,

(B) a description of the types of Protected Health Information involved in the breach (such as name, Social Security Number, birth date, home address, account number or health claim information,

(C) the steps the individual should take to protect the individual from potential harm,

(D) a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to impacted individuals, and to protect against further incidents, and

(E) a toll-free number for individuals to call for more information;



- (v) Provide a substitute notice to individuals for whom there is insufficient mailing address information;
- (vi) Maintain a log and provide the Covered Entity with an annual report of breaches that impact fewer than 500 persons;
- (vii) Notify the Department of Health and Human Services immediately, in the event the breach impacts more than 500 individuals, or annually, for breaches involving up to 500 individuals; and
- (viii) Alert the Covered Entity to any required media notifications and coordinate any such notifications as necessary.

#### **4. Permitted Uses and Disclosures by Business Associate**

##### **General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Mediat, LLC's SaaS Agreement and to test, install, update, enhance or service the licensed medical information software and its corresponding database, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.

(a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

#### **5. Obligations of Covered Entity**

##### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.

(d) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

#### **6. Term and Termination**

(a) Term. The Term of this Agreement shall be from the effective date of the SaaS Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement as it applies to the Covered Entity if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity. Contracts between business associates and business associates that are subcontractors are subject to these same requirements.

(c) Effect of Termination.



(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **7. General Provisions**

(a) This Business Associate Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by both parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to enforcement of any right or remedy as to subsequent events.

(b) Any notice required or permitted under this Business Associate Agreement shall be made by personal service, by commercial courier, or by certified mail with return receipt requested, and shall be deemed effective upon receipt. Notice shall be delivered to the contact person designated below, unless a party directs otherwise upon written notice to the other party:

(c) The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules.

(d) All notices, requests and demands or other communications to be given hereunder to a Party shall be made via first class mail, registered or certified or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below:

If to Business Associate: Mediat LLC  
Attn: Chris Short, CIO  
Address: 303 Perimeter Center N., Ste. 320  
Atlanta, GA 30346  
Telephone number: (866) 633-4053  
Fax: (866) 550-6706

If to Covered Entity: Virginia Military Institute  
Attn:  
VMI Infirmary, 448 Institute Hill  
Lexington, VA 24450  
Telephone number: (540) 464-7218  
Fax: 540-464-7707

**In Witness Whereof**, this Agreement is executed by the Parties as of the date first written below.

### **Business Associate: Mediat, LLC**

### **Covered Entity: Virginia Military Institute**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Print: Daryl Rolley

Print: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit E. MEDICAL CONTENT LICENSE AGREEMENT

### Product - Licensor

Gold Standard Alchemy Suite - Elsevier  
Miller OB/GYN Patient Instructions - Elsevier  
Safran Sports Medicine Instructions - Elsevier  
DSM-5 Code Set - American Psychiatric Assoc.  
Rcopia ePrescribing - DrFirst

### Product - Licensor

Stedman's Spellcheck - Wolters Kluwer  
Lexicomp Patient Instructions - Wolters Kluwer  
Health Language (CPT4, ICD9/10 & Code Search)  
- Wolters Kluwer

In using the Licensed Software, the Client will choose to purchase access to one or more of the above referenced products offered by Medcat, hereinafter referred to as 'Licensed Content.' This Licensed Content is copyrighted, proprietary work for which all rights, including the copyright and trademark, are owned by the respective third-party Licensors. To permit Client's use of this Licensed Content, Licensors require agreement with the terms in this Exhibit E.

- 1.1 **License Grant.** During the term, Medcat grants to Client (hereafter 'End-User') a limited, non-exclusive, non-transferable license to access and use of the Licensed Content. This is not a sale of the Licensed Content or of a copy of the Licensed Content. Any use or attempted use of the Licensed Content other than as expressly permitted herein is a material breach of this Exhibit E. The Licensed Content were developed by Licensors for use only in the United States and its territories.
- 1.2 **License Restrictions.** End-User may print limited portions of the content contained within the Licensed Content for End-User's internal business use or for distribution to a patient as a written supplement to counseling by that patient's health care provider subject to the following sentence. End-User shall not: (a) print in whole or in substantial part the Licensed Content for redistribution; (b) modify, translate, create derivative works of, reverse engineer, decompile, disassemble, or attempt to derive or alter any source code of the Licensed Content or any underlying software; (c) use the Licensed Content to provide service bureau, time sharing, or similar services to third parties, including any parent, subsidiary, or other affiliate of End-User unless such use by the parent, subsidiary, or other affiliate is explicitly permitted herein and such parent, subsidiary or other affiliate is bound by the terms of this Exhibit E.; or (d) distribute, sublicense, sell, assign, transfer, rent, lease, pledge, or encumber the Licensed Content, or make any attempt to do so; (e) alter, remove, or hinder delivery of any copyright, disclaimer, or proprietary notice appearing in the Licensed Content;.
- 1.3 **No Competitive Products.** Under no circumstances shall End-User use the Licensed Content or information contained therein or results derived therefrom, to develop a product(s) or service(s) in any format similar to, or which could be competitive with the Licensed Content.
- 1.4 **End-User Modifications.** Except to include patient specific information or instructions outside of the Licensor's content, End-User shall not modify, or create a derivative work from, the Licensed Content without the explicit, prior written permission of Licensor and Medcat. End-User assumes all liability for any modification made by End-User, or on behalf of End-User. Licensor and Medcat specifically disclaim all warranties of any nature, express and implied, regarding any End-User-modified Licensed Content.
- 1.5 **Professional Responsibility.** End-User acknowledges and agrees that the professional duty to a patient in the provision of healthcare services (including but not limited to the dispensing of drug prescriptions, provision of drug information, substitution of one drug product for another, availability of generic substitutable alternative drug products, providing instruction, and answering questions a patient may have) lies solely with the healthcare professional providing direct patient care or pharmacy services. End-User acknowledges and agrees that clinical information and screening functions in the Licensed Content are intended only as a limited supplement to, and not replacement for, the professional clinical judgment of a healthcare professional. End-User acknowledges and agrees that neither Licensor nor Medcat provides medical, pharmaceutical, or other professional advice or patient services in connection with this Exhibit E. or as part of or as a result of the provision of the Licensed Content and have no ability to verify patients' understanding of their medications and the effects of such medications. End-User acknowledges that content from the Licensed Content provided to patients: (a) is not a substitute for verbal medication counseling or physical demonstration of an administration technique by a healthcare professional, (b) may be confusing to certain patients when not interpreted by a healthcare professional, and (c) is designed solely to support the verbal information transfer by healthcare professionals and to serve as a non-comprehensive take home reference source for patients or caregivers. Therefore, as between End-User, on the one hand, and Licensor on the other hand, End-User takes full responsibility for its use of the content in, and function of, the Licensed Content in patient care. Standards and practices in medicine change as new data become available, and End-User or any healthcare professional receiving access to the software via End-User should consult a variety of sources. In addition, with respect to prescription medication, End-User or any medical professional receiving access to the software via End-User is advised to check the product information sheet accompanying each drug to verify conditions of use and identify any changes in dosage schedule or contraindications, particularly if the agent to be administered is new, infrequently used, or has a narrow therapeutic range.



- 1.6 Effect of Termination. Upon expiration or termination of the agreement between Mediat and Licensor or this Exhibit E. for any reason, the right to use the Licensed Content granted hereunder terminates. If so required by law or a regulatory agency, for archival purposes only, End-User may retain data from the Licensed Content if the data was derived in accordance with this Exhibit E. Data from the Licensed Content that has been included in a patient's electronic health record prior to termination may be retained in that electronic health record after termination.
- 1.7 Title. End-User agrees that all right, title, and interest in and to the Licensed Content and all information therein, including all copyrights and other intellectual property inherent therein or appurtenant thereto, are, and at all times shall remain, the sole and exclusive property of Licensor.
- 1.8 Disclosure. End-User shall treat the Licensed Content as confidential. End-User shall not share or disclose the Licensed Content to any individual or entity other than as set forth herein and except as necessary to provide services to End-User's patients. If End-User receives a subpoena or other legal process that requires End-User to disclose the Licensed Product to a third-party, End-User shall promptly notify Licensor and provide Licensor with an opportunity to object to such disclosure prior to disclosing the Licensed Content.
- 1.9 No Other Rights. Rights not expressly granted to End-User herein are reserved to Licensor and/or Mediat as may be the case. End-User shall not have any implied rights in, or to use of, the Licensed Content; rather, all rights applicable to End-User are expressly set forth in this Exhibit E.
- 1.10 DISCLAIMER OF WARRANTIES. LICENSOR RECEIVES DATA AND INFORMATION FROM MANY INDEPENDENT SOURCES, INCLUDING DRUG MANUFACTURERS AND GOVERNMENT AGENCIES. LICENSOR CANNOT, AND DOES NOT, INDEPENDENTLY REVIEW, VERIFY, TEST, OR SUBSTANTIATE THE CONTENT FOR ACCURACY, TIMELINESS, OR COMPLETENESS AND DISCLAIMS ALL RESPONSIBILITY FOR ANY OMISSIONS OR ERRORS THEREIN AND FOR ANY ADVERSE CONSEQUENCES RESULTING THEREFROM. IN ADDITION, THE CONTENT MAY NOT NECESSARILY COVER ALL POSSIBLE USES, DIAGNOSES, TREATMENT OPTIONS, DIRECTIONS, PRECAUTIONS, DRUG INTERACTIONS, DOSAGE LIMITATIONS, LOCAL PRACTICES, OR ADVERSE EFFECTS APPLICABLE TO A PARTICULAR HEALTH CONDITION, DRUG OR TREATMENT OR A PARTICULAR PATIENT. ALTHOUGH THE CONTENT COVERS A WIDE RANGE OF HEALTH CONDITIONS, PRESCRIPTION AND NON-PRESCRIPTION DRUGS AND TREATMENT OPTIONS, IT DOES NOT INCLUDE ALL HEALTH CONDITIONS, DRUGS, VACCINES, DEVICES, AND DIAGNOSTIC AGENTS. ACCORDINGLY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ABSENCE OF A WARNING FOR A GIVEN HEALTH CONDITION, DRUG OR DRUG COMBINATION, OR TREATMENT OPTION IS NOT AN INDICATION THAT NO SUCH WARNING MAY BE RELEVANT TO A PARTICULAR PATIENT. MOREOVER, THE CONTENT THAT MAY BE PROVIDED TO END-USER OR END-USER PATIENTS MAY PROVIDE USEFUL INFORMATION ABOUT HEALTH CONDITIONS, MEDICATIONS, AND TREATMENT OPTIONS, BUT THE CONTENT IS LIMITED, AND MAY BE CONFUSING TO CERTAIN PATIENTS WHEN NOT INTERPRETED BY A HEALTHCARE PROFESSIONAL. THE CONTENT IS NOT INTENDED, AND END-USER AGREES NOT TO RELY ON, AND AGREES TO INSTRUCT ITS PATIENTS NOT TO RELY ON, THE CONTENT AS A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE, SKILL, VERBAL COUNSELING, PHYSICAL DEMONSTRATION OF AN ADMINISTRATION TECHNIQUE, OR JUDGMENT OF PHARMACISTS, PHYSICIANS, OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE.

IN LIGHT OF THE FOREGOING, THE LICENSED CONTENT ARE FURNISHED BY LICENSOR "AS IS" AND LICENSOR, ITS AFFILIATES, AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED CONTENT OR ANY SERVICES HEREUNDER AND DISCLAIM ALL IMPLIED REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE ARISING OUT OF OR RELATED TO THIS EXHIBIT E., THE LICENSED CONTENT, OR RESULTS DERIVED THEREFROM INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS AND WARRANTIES (i) REGARDING COMPREHENSIVENESS, SUITABILITY, AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THE LICENSED CONTENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OR ANY WARRANTY THAT THE CONTENT SATISFIES GOVERNMENT REGULATIONS. NO LICENSOR EMPLOYEE, CONSULTANT, REPRESENTATIVE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS EXHIBIT E.

Client Name: Virginia Military Institute

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## Medicat Reports List and Samples

Medicat believes full reporting capabilities should come standard with every system (and without requiring additional report servers). Medicat's flexible Reports Module creates complete records of your operational needs. This includes case management, appointments, revenues, receivables, clinical studies, inventory, immunizations and many others, as well as comprehensive audit records for security requirements.

Medicat's powerful Analysis Tool creates graphs and charts to provide profound visual representations of your health center activities. For example, Diagnosis Analysis shows the most common diagnoses listed by ICD-10 or DSM-5 code. The data can then be sorted and re-arranged by provider, by month or even by day of the week.

Medicat's Dynamic Ad-Hoc Report Writer allows permitted users access to all fields within the database in a user friendly format, for extracting data that may not be covered by the numerous standard reports and analysis. Medicat's Ad-Hoc Dynamic Report Writer exposes all tables and fields within the database for full reporting. These reports may be exported to Excel with the touch of a button.

All Medicat Reports can be saved. Users can save frequently used filter combinations as report templates for quick retrieval. Specific reports can be set to print at key times. For example, labels and requisitions can be set to print automatically based on key events during a patient visit. Medicat is designed around an "open architecture" single database structure where all patient and visit information is accessible by the client. The Medicat database is organized in a user-friendly format, with "self-explanatory" table and column names.

If staff is having trouble generating a report, there is no charge for Medicat Support to assist with generating and running the report. Medicat reports access nearly every data field in the system, including utilization statistics and diagnosis data.

### Financial Reports include:

- Date entered log for transactions
- Date of service activity
- Ticket discrepancies
- Accounts receivable (separate reports for patients A/R, insurance A/R and total A/R)
- Collections reports
- Deposit reports (cash, check, credit card and other card payment)
- Patient ledgers
- Insurance payment distribution reports

### Clinical Studies Report include:

- Patient
- Diagnosis
- Transaction (procedure and client customized codes)
- Immunization
  - Deficiency
  - Status reports
  - Expired waiver
  - Immunization requirement
- Inventory and Recall
  - Lot number recalls
  - Expiration date recalls
  - Supply reorder management



Standard Management and Productivity Reports include:

- Production
- Audit trail
- Financial review
- Appointment time study
- Ticket and diagnosis audit
- Revenue generation
- Clinical tracking

Following is a comprehensive list of standard reports:

<b>Functional Area</b>	<b>Specific Reports/Comments</b>
Analysis	Trending and graphing of diagnoses, appointments, clinical templates, charges, payments, adjustments.
Appointments	Appointment discrepancies, batch encounter forms, blocks, cancellations, daily schedule, frequency distribution, triage
Billing & Accounting	Deposit, payment distribution, interdepartmental billing
Claims	Summaries by status, location, payer, rejections
Clinical Studies	Diagnosis (ICD-10, DSM-5, SNOMED), procedures (CPT-4), clinical templates
Collections	Insurance and patient collections
EMR Chart Reports	QI by provider, location, diagnosis, procedures, clinical information
Immunization	Current requirement sets, immunization deficiency, missing requirements, waivers, immunization status
Inventory List	Inventory history, lot number recall, item list, manufacturer list all setup tables (providers, users, codes, etc.)
Management & Productivity	Appointment time study, CLIA lab report, financial review, production, revenue generation
Messages	Secure messages sent with read/unread status for alternative follow up
Orders	Laboratory, radiology, pharmacy, nurse, referral logs and status histories
Paper Chart Management	Chart movement, delinquent charts
Receivables	Patient, insurance, departments
Reminders & Recalls	Incomplete reminders and recalls
Security Logs	HIPAA compliant audit trails of activity tracking user, patient, workstation, and date/time
Transactions	Date of service activity, ticket discrepancies, transaction report

## Medicat EHR Report Samples

### Clinical Studies

The Clinical Studies Report gives the total number of visits and distinct patients for the criteria selected. There are many filters and options to customize this report. In the example below, a report shows all patients allergic to Penicillin:

C:\Medicat32\Report\CS\TxnSimple.rpt

File Edit View Options Help

1 / 1+ 100%

Preview

**Clinical Studies - Transaction**  
Date Printed: 8/13/2010

Report Type: Simple  
Transaction Code is Apenici11:

Account Name	Other ID	Ethnicity	DOB	Current Age	Gender	Date of Service	Age @ DOS
<b>Penicillin V Potassium [Apenici11] (Rcopia)</b>							
Fence, Ricky [142838]			8/17/1988	21	Male	13-Aug-2010	21
McLeer, Ann [137]			8/1/1985	25	Female	3-Aug-2010	25
McLeer, Margaret A [154043]			8/1/1970	40	Female	1-Jan-1980	9
Spencer, Kate [83]			3/3/1950	60	Female	12-Jul-2010	60
<b>Totals for Transaction: Penicillin V Potassium [Apenici11] (Rcopia)</b>							
<b>Distinct Tickets:</b>		<b>0</b>					
<b>Distinct Accounts:</b>		<b>4</b>					



## Immunization Compliance Report

The following is a sample immunization status report. This report shows static totals of patients by status. This same information is available with dynamic results and drill down capability within Medicat's Immunization Compliance Manager.

C:\Medicat\37\Report\ImmuneStatus.rpt

File Edit View Window Help

Business Objects

Preview

1 / 1

### Immunization Status

Date Printed: 8/12/2010 at 4:29:08 PM

Report Type: Standard

Immunization Status is Not Compliant, School Name is Agriculture, Computer Sciences.

Account Name	Other ID	DOB	Enrollment Date	Student Status	School	Class	Home Phone
<b>Not Compliant</b>							
Breck, Rita		08/17/1988		Full Time	Agriculture	Grad Students	(855) 123-1234
Carlson, Brittany		05/05/1993	09/01/2003	Full Time	Agriculture	Undergrad Students(40-4)	309-3093
Chen, Bradley		01/01/1990		Full Time	Computer Sciences	Undergrad Students(554)	840-4094
Collins, Ferrell		12/21/1993		Full Time	Computer Sciences	Undergrad Students(40-4)	309-3093
Falson, Daniel		01/01/1974	08/03/2003	Full Time	Computer Sciences	Undergrad Students(555)	409-4094
Hammond, Matthew		02/08/1992		Full Time	Computer Sciences	Undergrad Students(248)	303-4029
Heng, Ann H	33333333	02/18/1985	09/01/2000	Full Time	Agriculture	Undergrad StudentsInvalid	
HR, James D		08/15/1959	01/07/2002	Full Time	Agriculture	Undergrad Students(40-4)	330-6309
Howard, Elizabeth	6	05/05/1992	01/14/2002	Full Time	Computer Sciences	Undergrad Students(555)	409-4094
JENKINS, SOFIA	678923416	11/09/1989		Full Time	Computer Sciences	Grad Students	Invalid
Jones, Allen		05/07/1989	09/04/2003	Full Time	Computer Sciences	Undergrad Students(554)	040-0488
Marion, Jana M	111111111	08/17/1985		Full Time	Agriculture	Junior	(804) 947-8943
McLear, Ann		08/01/1985		Full Time	Agriculture	Undergrad Students(550)	990-0017
Newberg, Tom		05/05/1997		Full Time	Agriculture	Undergrad Students(40-4)	309-3093
North, Michael		03/04/1990	01/07/2002	Full Time	Agriculture	Undergrad Students(40-4)	309-3093
Roberts, Sue		05/07/1980	09/01/2000	Full Time	Computer Sciences	Undergrad Students(555)	333-8789
Rogers, Dan		05/05/1997	01/14/2002	Full Time	Computer Sciences	Undergrad Students(770)	485-4809
Simmons, Rachel		11/10/1994		Full Time	Agriculture	Undergrad Students	
Smart, Anna		01/01/1976	11/09/2000	Full Time	Agriculture	Undergrad Students(555)	123-1234
Smith, Amber		11/08/1988		Full Time	Computer Sciences	Grad Students	
Smith, Dave		01/01/1985		Full Time	Agriculture	Undergrad Students(555)	123-1234

### Immunization History Report

The following is a sample immunization history report. This report displays the patients' immunization history, and is available as a standard report and directly to students via the Patient Portal for viewing and printing.

General Medical Clinic  
11224 E. Lowell St. Bldg 95

(404) 351-5052

### Immunization Record Smith, John

1010 North Ave Atlanta, GA 30303

**Social Security #:**                      **Date of Birth:** 01/01/1975                      **Status:** Not Compliant  
**Gender:** Male                      **Date Printed:** 09/05/2007

CPT Code	Description	Immunization Date	Validation Results	Result Date	Waiver	Expiration Date
----------	-------------	-------------------	--------------------	-------------	--------	-----------------

#### Clinical Services Rendered

565656	TB Test	09/20/2006	Positive			
90707	MMR Vaccine Dose #2	10/06/2003				
90746	Hepatitis B Immunization	05/22/2000				

#### Copies of Records Received

90703	TETANUS VACCINE, IM	06/03/2003				
90707	MMR VACCINE, SC	07/11/2001				
90707	MMR VACCINE, SC	09/11/2002				

#### Missing University Requirements:

MMR Vaccine Dose #1	No Data
MMR Vaccine Dose #2	The compliancy of the immunization date cannot be determined. There is no valid record of the base immunization (MMR Vaccine Dose #1).
Tetanus Diptheria	No Data



## Medical Records

Medicat's Clinical Studies Template report provides lists of all patients who have a specific form on file. The following is a sample report for patients showing Release of Information, which can be filtered by date to produce logs of all Releases by time frame. This report is an efficient way to identify patients who have not completed required forms.

C:\Medicat37\Report\Cs5iNote.rpt

File Edit View Tools

Previous

**Clinical Studies - Templates**  
Date Printed: 8/13/2018 at 4:27:42PM

Report Type: Summary  
Template: Release of Info (All Releases Sh)

Record Name	Order ID	DOB	Gender	Home Phone	PI	Category Codes
<b>Template Name</b> AUTHORIZATION FOR USE/DISCLOSURE OF INFORMATION						
Thompson, Lela A [153]	959-665-654	6/15/1978	Female	(817) 555-1211	Yes	
Completed: 18-Jan-2008						
Completed: 18-Jan-2008						
<b>Template Name</b> Authorization for Release of Confidential Info						
Martin, Jane M [142836]	110111111	6/7/1989	Female	(894) 847-6940	Yes	
Completed: 15-Aug-2010						

### Chart Search

Medicat's Chart Search feature allows the clinic to find visit documentation by diagnosis, transactions, or free text. In the following "all visits" example, the phrase "sore throat" was used, which finds all chart notes containing the phrase "sore throat." This tool is effective for chart review and Quality Initiative (QI) studies.

Type	Date Created	Provider	Patient Name	Status	Clinic	Comment
1	Oct-26-2006	Anderson	Kwasniak, Suzanne (15)	Locked	GenMed	sore throat
2	Jan-05-2007	Anderson	Thompson, Margaret (164)	Locked	GenMed	wrist injury
3	Mar-25-2007	Anderson	Davis, Jeremy (176)	Locked	GenMed	Patient Ready
4	Mar-26-2007	NPractC	Davis, Jeremy (176)	Locked	GenMed	URI



## Exhibit 8 - Mediat Sample Implementation Plan

### CLIENT: Virginia Military Institute

This high-level, Student Health Center Implementation sample plan is designed to meet a TBD target Go-Live.

*The Implementation begins the week of TBD.*

*The On-Site Assessment visit is held the week of TBD. with all key staff present.*

*Based on the Assessment, CLIENT agrees to follow the Mediat Implementation Team's assignments and recommendations.*

*Any third-party interfaces are contingent on the availability and commitments by applicable vendors.*

**After the Assessment visit, Mediat & CLIENT will agree to an implementation timetable for CLIENT**

#### New Client Implementation & Training Plan

##### Week 1 Initial Assessment

On Site	Review of Clinic(s) operations with Key Stakeholders in Mediat implementation
Call	IT Discussions with Client IT staff and Mediat IT staff
	<i>Review SIS Feed, Interfaces needed, Imports/Exports, hardware, connections</i>
	<i>Review Conversion needs/specifications of former / current PM,EHR, Immunizations, Patient Data</i>

##### Week 2-6 Database Build and Setup

	Build Database on Private Cloud Hosted Server
	<i>Database Setup</i>

##### Week 6 System Overview and Setup

Zoom	Setup and Admin
	<i>User Administration General Overview</i>
	<i>Assign super users to correct Groups to ensure they can access everything they need</i>
	<i>***Will re-visit this closer to go live to make sure permissions are set appropriately</i>
Call	IT Setup and Admin – Establish SFTP connections, review SIS Demo feed, review connections for end users to Mediat

##### Week 7 System Setup

Zoom	Setup Transaction Codes
	<i>How to add new codes, activate and deactivate</i>
	<i>Clinic Tab and make sure codes are assigned to correct clinic</i>
	<i>Fee schedules – Standard and any other (impact on billing)</i>
	<i>Discuss impact on reporting</i>
Zoom	Setup Diagnosis Codes
	<i>Discuss how they are added in the plan section and build your System ICD list</i>
	<i>After they are added can come back to this screen and edit descriptions if desired</i>
	<i>Discuss impact on reporting</i>
Zoom	Setup Order Setup
	<i>Discuss classifying codes and attaching templates to codes</i>
Call	IT Review – Receive and review SIS Demo file import results, make necessary changes, updates
Call	IT Conversion discussions, if needed, regarding creating and testing sample files of data to be converted.



	Call	IT Review – Receive and review Student Insurance Files from SIS/Insurance Co. for import / export results, make necessary changes and updates.
<b>Week 8 System Setup</b>		
	Zoom	Setup Care Providers
	Zoom	Setup Appointment Reasons
		<i>Discuss self-scheduling and reservations and setup accordingly</i>
		<i>Discuss Triage columns</i>
	Call	IT Review- Receive sample conversion files from various systems to ensure formats are correct and imported accurately.
<b>Week 9 Immunization Compliance Manager Setup and Review</b>		
	Zoom	Inventory of Immunizations & Medications
		<i>Registry / Immunization Import Discussions</i>
	Call	IT Review – Discuss peripheral devices (i.e. scanners, printers, medical equipment) needed to connect to Medicat, provide specifications for such connections, including necessary licensing.
<b>Week 10 EMR Setup</b>		
	Zoom	Options and Preferences
	Zoom	Review Homepage and Types of Notes
	Zoom	Clinical Notes, Patient Summary, Today's Visit
	Zoom	Auto Replace Setup
<b>Week 11 Order Managers</b>		
	Zoom	Setup all commonly prescribed meds and review allergies
	Zoom	Review the ones that will be used and review Preferences, Status and Plugins
	Zoom	Alchemy OR Rcopia
	Zoom	Begin testing of applicable interfaces for Lab/Pharmacy/Radiology/I-NEDSS
<b>Week 12 Training</b>		
	Zoom	2-3 One-Hr Zoom Calls– Immunization Compliance Manager
	Zoom	1 One-Hr Zoom Call– EMR Home Screen and Patient Chart
	Zoom	2 One-Hr Zoom Calls – Charting, Routing Notes, Patient Summary Screen, Scanning
	Zoom	2-3 hour – Order Management, Nurse Only Visits, Phone Calls
	Zoom	2 One Hr Zoom Calls – Lab, X-ray, Pharmacy, other departments as applicable
	Zoom	1 One-Hr Zoom Call– Patient Demographics and Appointment Scheduling
	Zoom	2 One-Hr Zoom Calls – Assessment and Plan, Tickets, Patient Payments, Check Out Process
	On Site	Q&A review any areas that need extra attention
	On Site	Workflow reviews and patient charting
	On Site	8 Hours – Onsite for Provider hands on training; Creating Favorite Notes (based on client size and on site purchase)
<b>Week 13 Week of Go live: Medicat Trainer(s) on site (to be determined between 7/10 and 7/31/18)</b>		
	On Site	16 Hours - Go live Date – Trainer onsite
	On Site	Review Client Questions and Establish a Punch List
	Call	**Final Conversion of data and verify everything looks good



<b>Week 14 Post Go-Live: Q&amp;A /Billing &amp; Collections</b>		
	Zoom	Review Client Questions and Issues log
	Zoom	Billing & Collections Process Call
<b>Week 15 Post Go-Live: Q&amp;A /Reporting</b>		
	Zoom	Review Client Questions and Issues log
	Zoom	Reporting Process Call
<b>Week 16 Post Go-Live Template Builder Training</b>		
	Zoom	Template Building
		<i>How to add and edit templates</i>
		<i>Template and Document View</i>
	Call	IT Review – Receive and review sample SIS Demo file for import
		<i>Idea</i>
	Call	IT Review – Receive and review sample Student Insurance Files from SIS/Insurance Co. for import / export results, make necessary changes, updates
<b>Week 17 Post Go-Live Continue Template Builder Training (Template Builder can be complex and takes multiple sessions)</b>		
<b>Week 18 Self Check In and Patient Portal Setup</b>		
	Zoom	Template TXN Linker
	Zoom	Document Manager
	Zoom	Provider out of Office
	Call	IT Review – Review connectivity methods for Patient Portal, i.e. LDAP, Shibboleth, CAS, Medica
<b>Week 19 Post Go-Live: Q&amp;A</b>		
	Zoom	Review Client Questions and Issues log
<b>Week 20 Post Go-Live: Q&amp;A</b>		
	Zoom	Review Client Questions and Issues log
<b>Week 21 Transition to Support and Client Services</b>		
		**There may be dates that the Trainer is onsite and will have to shift dates or another trainer will cover when available
		***There may be additional trainings added as well to ensure all items are covered and comprehended
<b>Week TBD Post Go-Live On-Site Visit</b>		
	On Site	Review Client Questions, Issues log & Workflow
		TBD



# Medicat Implementation Overview

*August 2018*



## CONTENTS

Introduction .....	4
The Medica <sup>®</sup> Product Family .....	4
Practice Management (PM) .....	5
Electronic Health Records (EHR) .....	5
Immunization Compliance Manager (ICM) .....	6
Syndromic Clinical Protocol Manager (SCPM) .....	6
Medica <sup>®</sup> Patient Portal (MPP) .....	6
Self Check-In (SCI) .....	7
MediCAPS .....	7
Data Interfaces .....	7
Medical Content Resources .....	7
Medica <sup>®</sup> Implementation Process .....	8
Phase I – Assessment and Planning .....	9
Phase 2 – Software Setup, Evaluation, Delivery and Instruction .....	10
Phase 3 – “Go Live” Preparation and Training .....	10
Phase 4 – Post Go Live Optimization and Transition to Support .....	10
Medica <sup>®</sup> Training .....	10
Optimum Implementation Assumes Coverage of: .....	11
Planning Suggestions .....	11
Role Definitions Used in this Overview Guide .....	12
Client Core Team Roles .....	12
Client Project Manager .....	12
IT Lead .....	12
Super Users .....	12
Clinical Lead .....	12
Financial Lead (Practice Management Only) .....	12
Front Office or Scheduling Lead (Practice Management Only) .....	12
Ancillary Lead (EHR Only) .....	13
Code Lead .....	13
Medica <sup>®</sup> Team Roles .....	13
Medica <sup>®</sup> Training, Implementation & Education Team (TIE Team) .....	13
Medica <sup>®</sup> Team Roles (continued) .....	13
Medica <sup>®</sup> Implementation Specialist .....	13
Medica <sup>®</sup> Technical Solutions Team .....	13

Medicat Account Management.....	13
Medicat Email Notifications.....	14
Summary .....	14
Medicat Team Contacts .....	15



## INTRODUCTION

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Welcome to Medicat! At Medicat, we follow one simple vision:

***“Best Product, Superb Implementation, and Unsurpassed Support”***

The Medicat System is the “gold standard” for healthcare information systems. Medicat Product Modules seamlessly integrate to automate the most complex and sophisticated requirements within multi-specialty facilities.

### The Medicat Product Family

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Your Medicat System may include any combination of these Medicat Products for use within your facility, dependent upon the modules you have purchased. The integration of each module is seamless because a single database is shared across all product modules. Medicat’s Product Family includes:

<b>Practice Management (PM)</b> <i>The “Gold Standard” for College Health Center Management</i>
<b>Electronic Health Records (EHR)</b> <i>Intuitive, Easy-to-Use Clinical Tool for Managing Patient Health</i>
<b>Medicat Patient Portal (MPP)</b> <i>Dramatically Reduces Routine Tasks and Data Entry</i>
<b>Immunization Compliance Manager (ICM)</b> <i>Ensures Requirement Compliance</i>
<b>Syndromic Clinical Protocol Manager (SCPM)</b> <i>Improving Quality of Care and Patient Safety</i>
<b>Self Check-In (SCI)</b> <i>Fast Efficient &amp; Confidential Check-In</i>
<b>MediCAPS for Counseling</b> <i>Supporting Counseling and Psychological Services</i>
<b>Data Imports, Exports &amp; Interfaces</b> <i>Sharing and Receiving Data</i>
<b>Medical Content Resources</b> <i>Clinical Decision Support for EHR</i>

A brief description of each module follows.

## Practice Management (PM)

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The standard for health center management and scheduling is Medicat's Practice Management. Medicat maintains patient demographics including eligibility, school information (class, standing, etc.), insurance and emergency contacts, a patient picture downloaded from driver's license, scanned images, and preferred gender and pronoun identifiers. Medicat also includes inventory management, exceptional reporting and analysis features, the ability to assign patients to groups for enhanced tracking of patient care and all capabilities for third party billing.

Medicat's Appointment module streamlines the process of scheduling patient appointments. You can block off non-appointment time, reserve times for common appointment reasons, set up group appointments, double book your providers and accommodate walk-in appointments. Appointment statuses make your patient check-in process flexible, as detailed as you choose, and allow tracking of clinic flow.

## Electronic Health Records (EHR)

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Medicat Electronic Health Record is designed to support quality of care and patient safety. Medicat's vision is that an EHR should collect information at the point of care to inform protocols and improve outcomes through clinical decision support.

- **Pre-Visit Intake Forms:** Patients can be prompted to automatically complete specific forms based on the reason of the appointment. History forms can be presented once for the lifetime of the patient, or once a year; the time interval that a form is "current" is up to the client.
- **Charting Using Favorites:** Providers can save their favorite templates and note entries with default responses for use in future visits; the provider just changes the exceptions when charting a similar visit.
- **Order Sets:** The clinic can define sets of lab and radiology orders, prescriptions, procedures, referrals, reminders, and patient education based on the reason for visit. Each user can have personal "favorites".
- **Immunization Requirements:** Age, residency, school and class can be used to set immunization requirements; missing requirements are clearly displayed on the first page of the chart.
- **Prescriptions:** Medicat includes drug-drug, drug-allergy, and drug-lifestyle interaction alerts for prescribing. Medicat offers prescribing capability to fit any health clinic including fully integrated e-Prescribing functionality using the DrFirst® award winning Gold Solution™ certified Rcopia™ e-Prescribing technology. However, if most of prescriptions are filled in your own clinic pharmacy, or printing prescriptions will suffice, then Medicat provides the Gold Standard Alchemy Drug Database as an alternative. This option also includes drug-drug, drug-allergy, and drug-lifestyle interaction alerts.



## Immunization Compliance Manager (ICM)

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A fully automated immunization compliance tool, Medicat's Immunization Compliance Manager is the most robust solution on the market with the following features:

- **Requirement Management:** Set up required immunizations based upon age, international status, school, class, and residency. Specific rules regarding the timing between doses and the administration of the immunization in relation to the patient's birth date, enrollment date, or current date can also be defined, as well as alternate vaccines.
- **Notifications:** Notifications can be customized for different immunization statuses, such as for "no data", "not compliant", or "compliant." Clinic staff may send "hard copy", email, secure message notifications or texts (if Enable Text is purchased). Compliance notifications can be sent with detailed patient-specific information as part of the communication, which translates to important time savings with reduced phone calls!
- **Data Exchange:** Medicat exchanges immunization status information with Student Information Systems for managing holds. Medicat is also experienced with interfacing with state immunization registries.
- **Reporting:** Medicat's "Missing Requirement" report is a favorite for quickly identifying and filtering patients who have not met a specific requirement in the event of an outbreak. Additionally, you can easily report on patients who are compliant on various immunizations.
- **Integration:** Since Medicat is one integrated system, immunization information is easily viewable from the patient's chart at each visit.
- **Online Tools:** Medicat's Patient Portal allows the patient to enter immunization data and view immunization status real time.
- **Document Management:** Allows patient to scan and upload required documents directly into their medical record, allowing clinic staff an efficient way to review and store for future reference.

## Syndromic Clinical Protocol Manager (SCPM)

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Medicat's Syndromic Clinical Protocol Manager enables a user to electronically select, sort, retrieve, and output a list of patients and patient's clinical information based on user-defined demographic data, medication list and specific conditions. Medicat's Syndromic Clinical Protocol Manager allows simple or complex protocols to be set up based on information recorded at the point of care.

For example, Medicat's Syndromic Clinical Protocol Manager can generate a list of all female patients over the age of 21 with a history of an abnormal pap smear that are taking a specific birth control medication and send a secure message with educational information. The patient's problem list, medication list, demographics, laboratory test results, and structured clinical documentation may all be used for managing follow-up.

## Medicat Patient Portal (MPP)

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Reduces routine tasks and data entry by empowering patients to enter and update their information. Medicat's Patient Portal provides services and information to patients from the comfort of their home 24/7, or anywhere they can access the internet. Patients may schedule their own appointments, be alerted to Afterhours and Emergency Guidelines, view bills or statements, send and receive Secure Messages, view Patient Education Forms, fill out Pre-Visit Intake Forms and Medical History Forms, update Demographics and Insurance information, update, view and print Immunization information and print their own interoperable Patient Health Record complete with

allergies, immunizations, medications and problem list, as well as upload documents directly to their medical record.

## Self Check-In (SCI)

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As a fast, efficient and confidential check-in, Medicat's Self Check-In system serves as a tremendous time saving tool for your staff. When the patient arrives at your Health Center, they can check themselves in at free-standing kiosks and fill out appropriate remaining forms, including those that require a digital signature. Your patients will benefit from more complete and thorough visits with providers and clinicians who have reviewed their electronic chart without the "paper chart chase." In addition, the patient effectively notifies front desk staff and clinical staff that they have arrived and have completed all necessary paperwork; the patient's actions at the Self Check-In kiosk trigger the Medicat System to immediately alert staff through the single database architecture.

## MediCAPS

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MediCAPS provides complete support for counseling and psychological services. Medicat is currently the only product to offer distinct Counseling capabilities and permissions designed to empower counselors with access to relevant medical data while offering complete confidentiality to their clients. As a part of Medicat's commitment to counseling and psychological services, Medicat has been certified as an Authorized CCAPS Distributor and offers CCAPS 34 and CCAPS 62 Instruments as a standard part of the MediCAPS solution. The CCAPS instruments are intended to meet the clinical, research, and administrative needs of counseling centers while also contributing valuable information to the science of mental health in college students.

## Data Interfaces

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Medicat has many clients importing data from and exporting data to external systems. Medicat utilizes a Demographic Upload program that loads patient demographic data into the Medicat database automatically. Financial and Immunization Compliance data may also be exported from Medicat simply and automatically to the Bursar's Office. Medicat also provides real time interfaces for a variety of applications such as lab (Quest, LabCorp, LabDAQ, Orchard) radiology (PACS) and pharmacy (QS1, ProPharm) interfaces, as well as (Pharmedix) inventory management. In addition to these, Medicat offers interfaces with State Immunization Registries where available.

## Medical Content Resources

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Medical Content Databases (which seamlessly integrate with Medicat):

- Health Language (CPT, ICD 9/10, HCPCS & Code Search)
- DSM-5 Codes for Counseling
- Lexicomp Patient Education
- Safran's Sports Education
- Miller-Griffin OB/GYN Patient Education
- Stedman's Spell Check
- Alchemy Drug Database, Drug Interactions & Patient Education
- DrFirst Rcopia E-Prescribing (to replace Alchemy Drug Database)

**If you have any questions about the modules you have purchased, please contact your Implementation Specialist. Please see contacts on Page 18 of this document.**



## MEDICAT IMPLEMENTATION PROCESS

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The team at Medicat is dedicated to help make the Implementation Process as successful and as smooth as possible. As the process begins, Medicat wants to ensure that we follow through on our promise of **"Superb Implementation."** The first step in moving forward is planning. This document outlines key roles and responsibilities and implementation phases. Upon the start of your Implementation, Medicat will assign an Implementation Specialist to work very closely with you throughout every phase of the Implementation. As the Client, you too will have a "team" assignment. The Client team will consist of "Stakeholders", "Superusers" and "IT".

The transition to a new software product will take full dedication from both our team and yours. While the software can help streamline processes and improve performance, having a plan for the Implementation is a key factor. The Medicat Team will provide the tools to help train, coach, and track the Implementation and it is up to your Team to provide the resources. By taking time to properly plan, evaluate strengths and weaknesses and determine process improvement areas, the Implementation is well underway. Medicat will help with the execution, however, it will take dedication of time and effort to make sure the transition is a success. There are no shortcuts to properly implementing a software system.

### Timeline & Resource Allocation

A standard Medicat implementation ranges from 3 to 6 months (12 to 24 weeks) given weekly meetings are attended and required setup and training is completed per the Implementation Timeline. Typically Practice Management and Electronic Health Records are implemented in the first 3 months, with other modules to follow. Your Implementation Specialist will work with you to prioritize the order in which the Medicat modules are implemented. Once you are live with all products, your Implementation will shift to a post go live Optimization phase, where while using the system, you refine setup/use and introduce more advanced features where appropriate. At the end of 9 months, the goal is to have all modules implemented and live. If all modules are not live after 9 months and additional 1:1 training and/or onsite time is needed, you may be subject to additional training and implementation costs. After that time, you will be transitioned to our 24/7 Application Support team and can utilize the Help Center as a critical resource for self-service. The exception will be any implementation items that have been on hold because of a work queue (i.e., interfaces, imports, exports, etc.).

For a successful implementation, Client Core Team members should be prepared to dedicate 2-4 hours a week to complete setup, training and practice. End User Training is completed using a Train the Trainer approach, in combination with our Learning Management System. The Learning Management System and Help Center are used as part of our training curriculum, in addition to 1:1 meetings with your Implementation Specialist. Any assignments by your Implementation Specialist, using either of these resources is considered required to complete as part of your implementation and training plan.

### Cancellation Policy

When possible, cancellations must be communicated by Medicat or the client 24 hours prior to the meeting time. If 24-hour notice is not possible, the cancellation should be communicated as early as possible. No shows are not acceptable. In the event of an emergency, both Medicat and the client should find another person to communicate the cancellation. Medicat reserves the right to cancel a meeting with less than 24 hours' notice if the client has not completed the required homework for the week. Both parties must be committed to weekly meetings and corresponding assignments for the implementation to be successful.



Here at Medicat, we are 100% dedicated to ensuring your Implementation is smooth and efficient. Each Implementation phase is a part of the foundation needed for a successful Implementation. Proper planning and good communication with the Medicat Team will make this transition process much smoother.

The Medicat Implementation Process will consist of 4 key phases:

## Phase I – Assessment and Planning

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The Assessment and Planning phase is crucial in making the Implementation a success. Our Implementation Specialist will contact you to give you a brief overview of these phases and what you can expect. You should designate “Stakeholders” / “Area Leaders” / “Super Users” for your various departments and they will be considered the Client Core Team as described in the **Client Core Team Roles** section of this overview document. A “Stakeholder” is defined as someone who is in a leadership role of the clinic(s), like the Director of the Clinics, Medical Director, Nursing Director, or someone who has been tasked to spearhead the project. These staff members should have full decision-making permissions when it comes to set up of the Medicat system, complete knowledge of the workflow of your operations, and the full support of your organization. A “Super User” is defined as someone who learns all aspects of the system for certain areas or perhaps even the entire system. In smaller installations of Medicat, the “Stakeholder” and the “Super User” may be the same person, but for larger installations, they will not be the same and should not be the same for many reasons. Medicat uses a “train-the-trainer” approach to train the Client Core Team. Ideally, once the Core Team is trained, they will be able to conduct the training for the end users. Your Medicat Implementation Specialist can help you determine who will be the best candidates for the Client Core Team, or help you determine the best method of training, based on the size of your clinic. Medicat will need 100% commitment from the Client Core Team to participate in the training sessions and complete the homework assigned after each session. The Medicat Implementation Specialist will set up weekly meeting times (Implementation Calls using Zoom Conferencing technology) with the Core Team participants to review the assigned training for the week and discuss specific questions and provide setup guidance specific to your needs. These calls are a very important part of the process and each Core Team Member should make every effort to attend promptly, come prepared by having completed the set-up homework for the previous week. Our goal is to hold sessions at the same time each week, so schedules can easily be planned accordingly.

Below is an outline of the steps you will be guided through during Phase I:

- **Assessment Call – Key Stakeholders**
  - Implementation and Clinic Workflow Interview. Prior to the call an Implementation & Workflow Questionnaire should be completed and returned to the Implementation Specialist. Information is used to gain an overall understanding of daily operations and to get acquainted with your workflow and patient process. The TIE Team will help evaluate processes and determine possible changes or improvements as it relates to the Medicat System. This call will also be used to determine an agreed upon timeline for the training and go lives.
- **Technical Call – Key Stakeholders and IT Lead**
  - General technical discussion with your IT Lead Personnel regarding access to your Medicat System, planning for conversion, interfaces, etc.
- **Help Center Access & Client Contact Sheet**
  - Help Center Access Instructions are sent and should be distributed to ALL Medicat users. Medicat has a Learning Management System (LMS) with interactive videos, quizzes and



administrative oversight into user activity. The Client Contact Sheet will be used to create LMS logins for each of your users, so they can complete assigned training courses.

- **Implementation Setup & Training Plan**
  - The Implementation Specialist will provide you with a customized Implementation Setup & Training Plan based on the assessment, timelines, products purchased and the immediate needs of your clinic.
- **Weekly Implementation Calls**
  - Once you have begun your implementation, your Implementation Specialist will conduct a regularly scheduled weekly “virtual meeting” via Zoom to review system set-up of the specified area, discuss your workflow, answer questions and provide setup guidance based on your clinic’s needs.

## **Phase 2 – Software Setup, Evaluation, Delivery and Instruction**

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Based on the Mediat Modules purchased, the Mediat will assist your IT Lead Personnel to install the software (for Client Server) or set up access (for Hosted) and cover specific technical details. When applicable, you may have multiple contacts from your IT Team to assist with the various components of implementation (such as conversions, interfaces, Student Information System uploads/downloads). Your Implementation Specialist will coordinate efforts with these contacts to achieve the technical application goals. **It will take some time to get all components of the Mediat System in place; however, implementation may begin as soon as access to the software is available.**

## **Phase 3 – “Go Live” Preparation and Training**

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Once the Mediat Setup and Training is complete, the next phase will be to start using the Mediat System in a LIVE environment, known as “Go Live”. The Implementation Specialist will help to plan and coordinate this timeline with you and your Client Core Team during the Assessment and Planning Phase. This preparation is an essential part of making “Go Live” a success. The “Go Live” is an exciting time and we want it to be a smooth transition for everyone. This is the home stretch!

## **Phase 4 – Post Go Live Optimization and Transition to Support**

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Congratulations on going live with your Mediat System! Following your “Go Live” date, your Implementation Specialist will still be available for support and refinement of the system. Approximately 30 to 60 days after your clinic is “Live” with Mediat, your Implementation Specialist will meet with the Client Core Team to evaluate current progress, use of the system, and additional training needs. If it is determined that the training needs are minimal, the transition to Application Support will take place and the Support Staff will become your primary contact at Mediat. Ongoing technical and application support will be provided by the Mediat Client Support Team. If after the initial implementation phase, you determine you have additional training, setup, or implementation needs, you may be subject to additional charges for these services.

## **MEDIAT TRAINING**

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Mediat uses a combination of methods to ensure your training and use of the Mediat system is successful. Your Implementation Specialist will provide setup, training, and workflow guidance via weekly process calls, while leveraging the below tools to enhance your learning experience and promote retention.

As part of your implementation, Medicat provides two interactive tools to ensure your success as a Medicat client—a Help Center and a Learning Management System.

**Medicat's Help Center** is a searchable knowledge base, interactive community forum, and support ticket management, all designed to provide a self-service support option for Medicat clients. As we work through the initial setup and training of your Medicat system, you will be directed to the Help Center for certain registration and resources. As your knowledge grows, and you progress in using your system, the benefits of the Help Center will continue to increase. You can also use the Help Center to submit a request to our 24/7 Support team.

**Medicat's Learning Management System (LMS)** is be used for interactive training and mastery. The LMS provides Medicat and clinic administrators the ability to track training progress throughout the implementation. LMS content is currently focused on basic end user training, and we are continually adding new courses to support workflow and products.

### Optimum Implementation Assumes Coverage of:

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- Completing any implementation tasks assigned by your Implementation Specialist
- Attending a weekly Process Call with your Medicat Implementation Specialist to train, answer questions and discuss how best to configure the Medicat System to suit your clinic's workflow and process
- Completing any Homework tasks to practice skills learned and complete setup applicable to your clinic

### Planning Suggestions

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1. **Decide which staff should attend each call**  
The entire staff does not need to participate in every call each week; you will know best which staff members should attend each depending on the topic for the week and their role and duties with the clinic. However, Super Users are encouraged to learn more of the system, even outside of their role, to be able to provide support to clinic end users. If you have questions about who should attend a call your Medicat Implementation Specialist can assist you with determining who might need to review and/or attend.
2. **Plan schedules to allow time for training and homework**  
The actual length of each session varies depending on the setup/training being covered. Please instruct your staff to plan for approximately 2 hours per week as a rule, plus time for homework.
3. **Schedule a regular time for Implementation Calls**  
Regularly scheduled weekly time with your Implementation Specialist assists you in future planning. This Process Call time ensures utilization of your expertise with setup, as well as maximum utilization of your Medicat System. Your Implementation Specialist will discuss this with you and schedule an ongoing weekly call time throughout your implementation.



## ROLE DEFINITIONS USED IN THIS OVERVIEW GUIDE

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### Client Core Team Roles

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#### Client Project Manager

The Client Project Manager will be the key contact between your clinic staff and Mediat. It is recommended that the Project Manager be a decision maker within the clinic(s), or someone who has access to a decision maker at all times. The Project Manager should be familiar with all the processes of the clinic(s) and be able to make decisions on behalf of others. The Project Manager will play a major role in determining which processes will need to be changed and/or improved with the Mediat System. For the Project Manager to be successful, they should be able to dedicate the recommended time to the Implementation Project.

#### IT Lead

It is recommended to have a member, or team from your IT Department dedicated to this project. They should know the setup of the network inside each clinic or have access to the people that do. The IT Lead will work closely with our Technical Solutions Team to install and configure the software for use, as well as configure data for uploads. The IT Lead should also be a decision maker or have access to a decision maker. The setup of the Mediat System will require process changes and decisions to be made in order to be successful. The IT Lead will also be responsible for making sure your current hardware meets Mediat's technical specifications.

#### Super Users

A Super User is a Mediat User who is able to learn the entire Mediat System. Each Super User will be required to review the training sessions and be able to help set up the system as it pertains to your daily process. The Mediat Implementation Specialist will work closely with the Super Users to help set up the system, as well as make key decisions that will affect workflow process. They will be required to do testing as well as setup. Once the processes are in place and your Mediat System is set up and tested, the end users will be trained by the Super Users before the "Go Live" using a train-the-trainer method. Please feel free to discuss this method with your Implementation Specialist.

#### Clinical Lead

It is recommended to have at least one Clinical Lead from each specialty clinic for the Implementation Project. The Clinical Lead should be a nurse, or a provider that works inside the clinic. It is recommended that the Clinical Lead has a full understanding of the provider and nurse process for each clinic. The Clinical Lead should be able to make decisions about workflow process and make changes based on the functionality of the Mediat System.

#### Financial Lead (Practice Management Only)

The Financial Lead role is very similar to the role of the Clinical Lead, but on the financial side. The Financial Lead should understand the financial process inside each clinic and be able to make decisions about process changes and improvements.

#### Front Office or Scheduling Lead (Practice Management Only)

The Scheduling Lead should know the process and workflow of how appointments are to be made within each clinic regarding providers, rooms or equipment to be scheduled. This person will play a very important role when implementing the Practice Management Module of the Mediat System.

### **Ancillary Lead (EHR Only)**

The Ancillary Lead should be someone who knows the process of the specific ancillary service. Many of the process decisions will need to be made for each part of the ancillary services provided, such as laboratory, radiology and pharmacy. They should be able to make decisions or have direct access to the decision makers so that a process is put into place as it relates to the Medcat System. The Ancillary Lead will also be responsible for working with Medcat on any ancillary related interface projects.

### **Code Lead**

The Code Lead will be in charge of evaluating current CPT or tracking codes and be able to translate and transfer that information to the Medcat System. Codes are used throughout the Medcat System; therefore, the Code Lead will play a very important role when building the Medcat System. They should be very familiar with the codes in each clinic and how they want to group them together. If the standard set of ICD9, CPT, or HCPCS (and DSMV if ordered for Counseling) codes are included in the Medcat purchase, the Code Lead will oversee setting up the codes after the databases are uploaded.

## **Medcat Team Roles**

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### **Medcat Training, Implementation & Education Team (TIE Team)**

Consider the TIE Program an umbrella under which all efforts, tools and resources to train, educate and inform new and existing clients can be found. Therefore, every team and every individual at Medcat is involved in our TIE Program.

## **Medcat Team Roles (continued)**

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### **Medcat Implementation Specialist**

Medcat will assign an Implementation Specialist to work with you during your Implementation. The Implementation Specialist is primarily in charge of conducting all weekly process/training calls and assisting the Client Core Team with keeping the Implementation Project on track. Based on the Medcat modules purchased and the overall timeline, the Implementation Specialist will work closely with your Client Project Manager to develop an Implementation Plan that outlines the steps that occur after the Assessment Call through the "Go Live". There may be times when the Implementation Specialist that is primarily assigned, may not be available, at which point another TIE Implementation Specialist will assist you.

### **Medcat Technical Solutions Team**

The Medcat Technical Solutions Team will build your Medcat System and work closely with the Client IT Lead to make sure all the necessary components are in place to install the software for our "Client Server" based clients, or to give clients access to the Medcat System for our "Hosted" clients. The Technical Solutions Team will also work closely with the Medcat TIE Team to assist in any other areas (such as conversions, interfaces, SIS uploads/downloads) necessary to make sure your Implementation is a success.

### **Medcat Account Management**

Approximately 30 to 60 days after your clinic is "Live" with Medcat, the Implementation Specialist will consult with your Client Core Team to evaluate current progress, use of the system, and additional training needs. If it is determined that the training needs are minimal, the transition to the Medcat Client Support will become your primary contact at Medcat. Ongoing technical and



application support will be provided by the Medicat Client Support Team, with the consultation of the Implementation Specialist or TIE Team on an as needed basis.

## MEDICAT EMAIL NOTIFICATIONS

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Medicat emails provide important educational information regarding announcements, upcoming webinars, conferences and newsletters as a service to help you optimize your Medicat system. Please ask your IT department for assistance to ensure your staff receives Medicat communication by taking the steps below.

- Allow the “from/sender” as a trusted email address (i.e. whitelist the domain salesfusion.com domain as well as msgapp.com)
- Ensure that if you are using an internal email filter (ex. Postini or Barracuda), our IP range has been added to the include list: ip4:64.94.12.128/25 ip4:85.236.133.0/25

Ensure your email client (i.e. Outlook) is configured to have salesfusion.com in the safe sender list.

## SUMMARY

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We realize that you are a part of the Team responsible for helping to execute this project while managing your normal daily challenges. We are here to help you meet your responsibilities and cope with the challenge. We want you to be successful! Medicat is committed to providing you with effective tools to help streamline the process. We hope that this **Medicat Implementation Overview** has given you some insight into the process that you are about to embark upon.

There will be an Implementation Specialist from the TIE Team assigned to you and will be your main point of contact while you are implementing the Medicat Product. If at any time, you are not able to reach your point team member, or you have a problem that arises, you may call our Client Support line 24 hours a day to assist with application, product or equipment support.

Please reference the following list of contacts for your convenience.

## MEDICAT TEAM CONTACTS

General Implementation Questions			
Client Services (TIE & Client Support)			
Candace Spivey	Director of Client Services	<a href="mailto:cspivey@medicat.com">cspivey@medicat.com</a>	866-633-4053 ext. 8132
TIE Team Point of Contact During Implementation			
Kristi Penny	Manager of TIE	<a href="mailto:kpenny@medicat.com">kpenny@medicat.com</a>	866-633-4053 ext. 8130
Janice Havens	Implementation Specialist	<a href="mailto:jhavens@medicat.com">jhavens@medicat.com</a>	866-633-4053 ext. 8133
Bethany Baughman	Implementation Specialist	<a href="mailto:bbaughman@medicat.com">bbaughman@medicat.com</a>	866-633-4053 ext. 8128
Beth Nettleton	Product Specialist	<a href="mailto:bnettleton@medicat.com">bnettleton@medicat.com</a>	866-633-4053 ext. 8137
Brittney Spruiell	Client Education Coordinator	<a href="mailto:bspruiell@medicat.com">bspruiell@medicat.com</a>	866-633-4053 ext. 8134
Client Support Point of Contact after Implementation is Complete			
Client Support		<a href="mailto:support@medicat.com">support@medicat.com</a>	866-633-4053 Opt. #2
Mike Flanagan	Director of Client Support	<a href="mailto:mflanagan@medicat.com">mflanagan@medicat.com</a>	866-633-4053 ext. 8120
Technical Solutions Team Technical Assistance During Implementation			
Kathy Terrell	Director of Technical Solutions	<a href="mailto:kterrell@medicat.com">kterrell@medicat.com</a>	866-633-4053 ext. 8118
Pedro Penso	Sr. Technical Solutions Analyst	<a href="mailto:ppenso@medicat.com">ppenso@medicat.com</a>	866-633-4053 ext. 8119
Errol Szokolay	Sr. Technical Solutions Analyst	<a href="mailto:eszokolay@medicat.com">eszokolay@medicat.com</a>	866-633-4053 ext. 8121
Robert Moore	Sr. Technical Solutions Analyst	<a href="mailto:rmoore@medicat.com">rmoore@medicat.com</a>	866-633-4053 ext. 8129
Bonita Paschal	Health Information Data Analyst	<a href="mailto:bpaschal@medicat.com">bpaschal@medicat.com</a>	866-633-4053 ext. 8143
Jason Bowen	Interface Analyst	<a href="mailto:jbowen@medicat.com">jbowen@medicat.com</a>	866-633-4053 ext. 8142
Medicat General Phone Numbers			
Medicat Main Office		866-633-4053	
Medicat Secure Fax		855-877-3691	





## Medicat Demographic Import

The **Medicat Import** program will import patient or student demographics from a **delimited flat (.txt)** file, and can be automated and performed on a daily basis. The application can be used for other tables and information, but this document focuses on the **Demographic Import** file layout and creation. It also includes a table containing the necessary fields and the correct data format.

The basic steps in importing patient or other information are as follows:

- Decide which information is to be included based on the file layout.
- Create the file.
- Make an Import template in the Import software that will map where in Medicat the data from the text file will be placed.
- Import the data, and review the logs.

### Creating the Demographic Import File

This document contains a listing of Medicat's required and recommended patient demographic fields used in Medicat EHR. If any fields are not available or additional fields are needed please contact [Medicat Support](#). Once the required information is confirmed, a delimited text file needs to be generated that includes one designated control field. The query/tool that generates this may need to incorporate some logic to accommodate differences in data formats. For example, Medicat looks for a simple "1" or "2" to determine how to display eligibility for a particular student, but the Student Information software may record this as a Y or an N. In this case the value would need to be converted prior to being written to the text file.

- The entire file should be in readable ASCII format and each record is terminated by a CR (ASCII 13) and a LF (ASCII 10). The file should open in Windows™ NotePad with each record on its own line, with no blank lines.
- Each field should be separated by the | (Pipe) symbol as the file delimiter.
- Characters extending beyond the maximum length for any given field will be truncated, and noted in the logs kept by the import application.

### Creating a Test File

It is highly recommended that the client prepare a test file of the import population prior to performing an actual import. The test file should contain between 20 and 500 records, and if possible a field header in the first row. Medicat will review this file and recommend changes as required. Once an acceptable file has been received, the field header row (column names) will need to be removed from all future file submissions to Medicat before the file can be imported.

### Sample File Layout

It is not necessary to populate each column (only required fields) with data, but the column placeholders must be maintained. In the example below, the column delimiters are passed to preserve the column order when data is not being passed. Please do not pad a field with filler characters (spaces or zeroes).

```
| | 22222222 | TestPatient | Abigail | R | F | 112 School
Lane | Atlanta | GA | 30342 | 8666334053 | | 04/04/1992 | 7 | 7 | | emailaddress | 2 | 0 | DormName-
RoomNbr | Theodor-Heuss
Str11 | Stuttgart | | 70174 | Germany | 07112255093 | 1 | | Nursing | UnderGraduate | 3 | 01/21/2012 | 3 | Medicat
University | 1 | | Gino TestPatient | 07112255093 | Father | 01/18/2016
```

## Medicat Demographic Import Format

### Patient Dialog: Control fields

The Control field must be independent of any other identifier in Medicat, specifically, from the SSN, Chart number, and Other ID (Student ID) and it should be a value that will never change.

The Patient Control ID, Other ID, or Social Security number can be designated as the Control field.

- The Other (usually the Student) Id field will display on the Patient screens in Medicat.
- The Social Security Number may or may not display depending on established preferences.
- The Patient Control ID field is not visible on any of the Medicat screens.

**Medicat can accept any or all three of these fields, but at least one of these three is required.**

**The fields in red should be considered as required fields to run the basic Medicat application.**

*It is recommended that all remaining fields be imported for the best use of EHR, Reporting and Satellite Applications. These fields may be deemed as required by the Health Center based on their workflow and needs.*

	Description	Length	Example	Comments
1	Patient Control ID	9	123456789	Database ID:  Required if used as a Control field for the import, but not required for use in Medicat application.  Normally the ID from a Student Information System  (Note: Does not display on Patient Information)
2	SSN	9	255279244	Social Security Number:  Required if used as Control field for the import, but not required for use in Medicat application.  Can be left blank or omitted if OtherID or PatientControlID are used as unique identifier.
3	Other ID (Student ID)	20	123456789	(Alphanumeric) Student ID:  This field typically contains the unique Student ID from the Registrar's system  May be used as a Control Field, but is not required in the Medicat application.  <b>**This field is not required if either the Patient Control ID or Social Security Number is passed.</b>

### Patient Dialog: General information fields

These fields show on the main Patient information screen. Values here will be used for walkout statements, encounter forms, and general reporting.

	Description	Length	Example	Comments
4	Last Name	30	Doe	Patient's Last Name
5	First Name	20	Jane	Patient's First Name



6	Middle Initial	1	A	Patient's Middle Initial
7	Sex	1	F	Gender of student. (F)emale, (M)ale, (T)ransgender, (N)ot Specified
8	Address	40	123 Briar St.	Primary Street address.
9	City	60	Atlanta	Primary City
10	State	2	GA	Primary State – two letters. "NA" may be used for international addresses where no state or province value is supplied.
11	Zip Code	20	300331234	Primary zip code. No separators
12	Home Phone	10	4048927171	No separators, Numeric
13	Work Phone	15	4048926161	No separators, Numeric
14	Cell Phone	15	7705551212	No separators, Numeric value
15	Date of Birth	10	01/24/1975	Use "/" as month/day/year separator. Use 01/01/1900 as a default birthdate if no date of birth in source.
16	Marital Status	10	1	A numeric value is required for this field:  Standard Medicat values: 1 = Married 2 = Single 3 = Divorced 4 = Separated 5 = Widow 6 = Widower 7 = No Info
17	Employment	10	7	Indicates employment status. A numeric value is required for this field.  Medicat Default values: 1 = Full Time 2 = Part Time 3 = Not Employed, 4 = Self Employed, 5 = Retired 6 = Active Military Duty 7 = Info Not Available
18	Employer Code	10	Medicat	Alphanumeric. Becomes visible and required if Employment (column 17) has a value of 1 or 2. The Employer code, if passed, must match an Employer that has been set up (Set Up/Employer Information)
19	Email Address	50	janedoe@medicat.com	Local email address - alphanumeric
20	Eligibility	2	1	1-Not Eligible, 2-Eligible Use the default of 2 if not tracked in the source data.
21	Inactive	1	0	Indicates active status and availability for use in Medicat. 0 = Active 1 = Inactive Use the default of 0 if not tracked in the source data

### Patient Dialog: Student Information Tab

Items will display on the **Student Information** tab, visible from the Patient dialog when student status is anything other than "none." The Standing, Status, School, Class and Residency are also used for the Immunization tracking and other modules.

22	Campus Address	40	Box 4471	Informational Field. Usually holds the Dormitory Name and Room Number
23	Permanent Address	40	412 North Bridge Rd.	Address where the student lives when not enrolled in classes. The permanent address fields commonly hold the student's parents address. If a student lives off campus year round, then both the local and permanent addresses may be the same.
24	Permanent City	60	Bridgeport	City associated with the Permanent Address.
25	Permanent State	2	AL	2 character State code associated with the Permanent Address.
26	Permanent Zip Code	20	123457890	No separators
27	Permanent Country	40	France	Country associated with the Permanent Address.
28	Permanent Phone	60	114045551212	No separators, Numeric (Country+Area+Number) Home Phone Number associated with the Permanent Address.
29	Foreign Student (International status)	1	1	*Not a required field when adding new patients into Medica application, but should have the default value (0) for each record if not supplied by source.  0= No 1 = Yes
30	Visa Type	3	F1	Alphanumeric
31	Major	30	Political Science	Alphanumeric
32	Standing	50	UnderGraduate	Alphanumeric – Must match the name entered in Group Maintenance for Student Standings. The values below have been preloaded in your database. Additional values may be added as needed.  <b>Medicat Default values:</b> Graduate PostGraduate UnderGraduate Continuing Education
33	Class	10	2	Numeric: Must match the value entered in Group maintenance for the Student Classes. The values below have been preloaded in your database. Additional values may be added as needed.  <b>Medicat default values:</b> 1 = First Year 2 = Sophomore 3 = Junior 4 = Senior 5 = Graduate
34	Enrollment Date	10	09/25/2010	Use " / " as month/day/year separator. This field usually represents the initial enrollment date into the school or the enrollment date of the current term, but may contain any other date that may be needed. <b>This field is commonly used to calculate Immunization requirement in the Immunization Compliance Module.</b>



35	Student Status	3	3	<p>Numeric: Must match the value as entered in Group maintenance for the Student Statuses. The values below have been preloaded in your database. Additional values may be added as needed.</p> <p><b>Medicat default values:</b></p> <p>1 = None 2 = Part Time 3 = Full Time</p>
36	School	50	Technology	<p><b>Alphanumeric - Must match the name entered in Group Maintenance for School Names.</b></p> <p><b>*This field becomes required when Student Status is anything other than 1 = None.</b></p> <p><b>Individual School of Study names may be required for Immunization compliance.</b></p>
37	Residency	3	2	<p>Numeric: Must match the value as entered in Group maintenance for the Residency Statuses. The values below have been preloaded in your database. Additional values may be added as needed.</p> <p><b>Medicat Default Values:</b></p> <p>1 = On Campus 2 = Off Campus</p>

#### Patient Dialog: Miscellaneous Tab

38	Race	10	2	<p>Numeric: Must match the value as entered in Group maintenance for Race. The values below have been preloaded in your database. Additional values may be added as needed.</p> <p><b>Medicat Default Values:</b></p> <p>1 = American Indian or Alaska Native 2 = Asian 3 = Native Hawaiian or Other Pacific Islander 4 = Black or African-American 5 = White 7 = Other race 8 = Unknown</p>
39	Ethnicity (2010)	10	2	<p>Numeric: Must match the value as entered in Group maintenance for Ethnicity 2010. The values below have been preloaded in your database. Additional values may be added as needed.</p> <p><b>Medicat Default Values:</b></p> <p>1=Not Hispanic or Latino 2=Hispanic or Latino</p>
40	EmerName	50	JoAnne Smith	<p>Emergency Contact Name, alphanumeric (first and last)</p> <p><b>**Only one Emergency Contact may be included in the Demographic Import. If additional contacts are required please contact Medicat for more information on the Other Contact Import process.</b></p>
41	EmerPhone1	60	7705555555	Emergency Contact Phone Number. Numeric
42	EmerRelationship	80	Sister	Emergency Contact's relationship to student. Alphanumeric
43	LastImportDate	10	01/01/2015	System date that the file was created.

## Inactivating Students in Medicat

Inactivating patient records in Medicat can be accomplished in a number of ways. Please understand that patient data is never deleted from Medicat. Inactivating students is simply used to improve daily performance in Medicat, to indicate whether the student is eligible to receive services, and to restrict the student's access to Medicat if the Patient Portal is in use. All data for an inactive student is still available to the clinic(s) by using the search screens and choosing the search "all" button.

Please review the approaches below and let us know which of these approaches that you would like to utilize.

1. Medicat can inactivate and flag as not eligible everyone in Medicat immediately before the demographic import process runs. The import process would then set these flags to the values received in the import file for each student. This will cause only the people included in the demographic import file to be active. The downside of this approach is that if the clinic manually activates someone that is not in the import file, then the next time the import process runs that patient would be inactivated again.
2. Medicat can leave everyone as active and only inactivate patients upon request. Please notify Medicat Support of your desire to have the patient record inactivated before processing a new demographic file. The difference between approach 1 and this approach (approach 2) is that the process to inactivate and flag as not eligible would only be run when you specifically request it rather than every time the import process runs.
3. The import file includes a column (#43) to hold the Last Import Date. This column should contain the date that the demographic import file was created (system date). Medicat can inactivate any patient that has not been received in the demographic import file for a client-specified period of time (30 days, 90 days, etc).
4. The Client may choose to leave everyone in their database active. Depending on the volume of students at the school; this choice could have a slight impact on the patient search process and/or any background processing. This approach will not restrict access to the Medicat system through the Patient Portal to only current students.





## **Excluding Fields from being Updated During the Import Process**

Medicat has the ability to exclude certain fields from being updated during the demographic import process.

When a new student record is added through the import process all of the passed fields will be populated with the data from the import file.

When a student record is received that already exists in Medicat; we will update the values in Medicat with those from the import file. Some clinics ask their students to verify and/or update their demographic data when they come into the clinic. If this is the case, then it is possible that the data in Medicat could be more current than the data in the registrar's office. This situation may occur when a student changes their phone number, email address or moves to a new residence. Ideally the health center would request that the student notify the registrar's office of the change, but there is no guarantee that the Registrar's system will receive notice of the change.

The client may request that the values in specified fields not be overlaid during the import process to allow them to preserve the updated information for the student. This can be a patient safety issue, if the health center cannot reach their patient because of 'stale' data overlaying good data.

Please let you Medicat Implementation Team know if there are any fields that you would like to exclude from being updated during the demographic import process.



## Medicat Bursar File Export

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### Goals/Overview:

Medicat offers an export of financial transaction items to the institution's Financial (Bursar/business) office. In general, Medicat will review the needs of the health center and business office, and will create a process that will capture specific transactions for each patient. This data will be formatted and placed in an export file that can be imported into the financial department's system.

### Standard Bursar Approach Options:

Each of the Export processes identified here will be discussed in more detail in subsequent sections of this document.

1. **Client Driven Export:** The client has complete control over when and how much is transferred to the student's account in the Bursar's office. The client will identify, by posting a specific transaction code, the amount that they wish to be transferred to the student's account in the Bursar's office. The dollar amount entered for this transaction code will offset the ticket balance in the Health Clinic (usually to zero). This dollar amount will be included in the next export file, effectively transferring the specified amount to the student's account in the Bursar's office. This approach is recommended for facilities that bill insurance, bill only specific items or wish to have the ability to hold certain balances in the Health Center for an undetermined period of time.
2. **Summary Export:** This export will send a single line item for any ticket with an outstanding balance to the Bursar's office. The entire outstanding amount will be transferred to the student's account in the Bursar's office. This is a balance only process.
3. **Detail Export:** This export will send a line item for each individual charge with an outstanding balance on a student's account. This approach requires the use of Line Item Accounting. Each Charge item is evaluated to determine if there is a remaining balance for that item to be transferred to the Bursar's office. All posted payments and/or adjustments to the initial charge amount are applied against the associated charge. If it is determined that there is still an outstanding dollar amount (balance) for that charge item, then that transaction item, along with its calculated outstanding amount due will be included in the next export file.



### Determining which approach is best for you.

Medicat's Training, Implementation and Education (TIE) specialists are available to assist you with choosing the best approach for your facility.

Many factors can play a role in determining which approach will work best for you. Some of these factors include:

	Client Driven Export	Summary Export	Detail Export
Do you bill insurance?	Y		
Do you ever 'hold' bills for a period of time?	Y		
Do you accept Payments?	Y	Y	Y
Do you ever process refunds/adjustments?	Y	Y	Y
Do you prefer to manage your clinic's finances?	Y		
Do you prefer to have everything to happen automatically?		Y	Y
Do you have to bill certain charges differently from other charges (Lab, Rx, etc.)?	Y		
Does your business office want to receive a simple balance per visit?		Y	
Does your business office want to receive itemized (detailed) charges?			Y

### How are charges exported from the Medicat System?

#### For Hosted Clients:

Medicat will create a delimited flat text (txt) file that will contain the formatted Bursar export records for the current process run. This file will be placed on the client's FTP site for the client to pull and process. Your Technical Implementation Specialist will work with you to determine the desired name of the file. The client will be responsible for creating a process to automatically pull (and remove) the export file from the FTP site. The client will be responsible for importing this export data into the Bursar's office system.

#### For Client Server Clients:

Medicat truncates and reloads the BursarExport table (in the MedicatDB database) with the formatted export records for each run of the Bursar Export process. The client will be responsible for dumping the contents of the table to a flat file and importing that data into the Bursar's office system.

## What is the standard format for the Bursar Export File?

There are 2 different standard formats for the Bursar Export process. Which format you receive depends on the type of Export that you have requested.

### Summary Export:

Comma Separated Flat file. Record contains 4 fields:

Other ID            left justified – 14 characters – space filled to the right

Amount            right justified – 14 characters – space filled to the left

This field will have an implied decimal point

Example: (\$49.00 will be in the file as 4900)

Sign                1 character (+ or -)

TicketDate        8 characters – YYYYMMDD format

**Example:**    12345678901234,    4900,+,YYYYMMDD

### Detail Export and Client Driven Export:

Comma Separated Flat file. Record contains 5 fields:

Patient ID

Other ID

AccountCD

Amount            Examples: (12.00 or -92.00)

TicketDate        8 characters – YYYYMMDD format

**Example:**    1234,1234567,, -49.00,YYYYMMDD

### Optional for all Export Formats:

If desired, the client may request the inclusion of a header or footer record in the export file.

#### Header Record or Footer Record:

Comma Separated Flat file. Record contains 5 fields:

Export Date:      Example (20140305174116) YYYYMMDDhhmmss

Total Recs

Total Charges    Example: (12.00)

Total Credits    Example: ( -92.00)

RunID



### Client Driven Bursar Export:

The client will post a specific transaction code (BurDebit, BurCredit) to each patient's ticket. The amount associated with this code(s) will be transferred to the Bursar's office to be applied to the student's account.

**BurDebit** will be a payment type transaction code and will decrease the patient's balance in Mediat by the associated amount. Typically, the outstanding balance for the entire ticket will be entered as the amount for the BurDebit transaction and then the user will be prompted to enter allocations for each charge line item on the ticket (provided that the Line Item Accounting preference is turned on). This will adjust the Mediat account balance on the ticket to zero and transfer the specified amount to the Bursar's office. In some cases, the client may want to only transfer portions of the outstanding balance to the Bursar's office. In this event, the user will enter the amount that they wish to have transferred on the BurDebit transaction. This will leave an outstanding balance on the Mediat Account\Ticket. Multiple BurDebit transactions may be entered on a single ticket. It is recommended that multiple BurDebit transactions not be entered on the same day for the same account/ticket. If additional items exist on the ticket that will never be transferred to the Bursar's office; the user may leave the outstanding balance on the ticket or may apply a different transaction (payment or charge adjustment type) item to the ticket to bring the ticket balance to zero.

**BurCredit** will be a payment adjustment type transaction code and will increase the patient's balance in Mediat by the associated amount. Typically, this code will be used when the account in Mediat has fallen to a negative balance due to refunds, overpayment, or adjustments. The transferring of the amount associated with this transaction code will reduce the amount that the student owes in the Bursar's office. Multiple BurCredit transactions may be entered on a single ticket. It is recommended that multiple BurCredit transactions not be entered on the same day for the same account/ticket.

This option gives the client maximum control over what charges are sent to the Bursar's office because the client identifies the amount using a specific Payment/Payment Adjustment Code.

**Example #1: Patient has insurance. Some charges are covered by insurance and others are not covered.**

- Patient comes in for an office visit, rapid strep test, and a prescription.
- The office visit charge and strep will be filed to that patient's insurance.
- The prescription charge is not covered.

Medicat 10.0 [Clinic: Test] [User: Medicat] - [Ticket]

File Tools Help

Home Appt Patient Ticket History Setup HCFA Notes Ledger File

Patient: TestPatient, Abigail R. K00420490 [DOB: 05/16/1994] Eligible

Clinic: Test No Insurance

Billing Provider: Costa Billing Method: Insurance & Patient

Fee Schedule: Standard Apply

Ticket No.: 105 Appt. Status: No Appt.

Ticket Date: 08/13/2013 Filing Status: Posted

Diagnosis Codes

1.	463	Acute tonsillitis
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Transaction Detail Information

DOS From: 08/13/2013 DOS To: 08/13/2013 Facility: Office

Transaction: Amount: 0.00

Alert	Transaction	DOS From	DOS To	Description	Amount	Allowable	Ins Paid	Chg Adj
	99212	05/08/2013	05/08/2013	Office or other outpatient visit for the evaluation and management	\$15.00	\$0.00		
	87430	05/08/2013	05/08/2013	Infectious agent antigen detection by enzyme immunoassay techni	\$12.00	\$0.00		
	Rcamosic12	08/13/2013	08/13/2013	Amoxicillin 250 Mg Capsule	\$4.00	\$0.00		
	BurDebit	05/08/2013	08/13/2013	Bursar Debit Transaction	\$4.00			

Abigail R. TestPatient - Account 2 8/13/2013 3:51 PM

The client would post the BurDebit code and enter the \$4.00 for the prescription, which would be sent to the patient's Bursar Account.

The outstanding balance of \$27.00 would be filed to the patient's insurance.

Using this method, the client has complete control over the dollar amount sent to the patient's Bursar Account.

Once the Insurance has submitted their payment, the client may send the remaining amount to the Bursar's office.



Medicat 10.0 [Clinic: Test] [User: Medicat] - [Ticket]

File Tools Help

Home Appt Patient Ticket History Setup HCFA Notes Ledger File

Patient: 2 TestPatient, Abigail R. K00420490 [DOB: 05/16/1994] Eligible

Clinic: Test No Insurance

Billing Provider: Costa Billing Method: Insurance & Patient

Fee Schedule: Standard Apply

Ticket No.: 105 Appt. Status: No Appt.

Ticket Date: 08/13/2013 Filing Status: Posted

Diagnosis Codes

1. 463 X Acute tonsillitis

2.

3.

4.

5.

6.

7.

8.

Transaction Detail Information

DOS From: 08/13/2013 DOS To: 08/13/2013 Facility: Office

FP EMG COB New Item Post Item

Transaction Amount: 0.00

Excl.

Alert	Transaction	DOS From	DOS To	Description	Amount	Allowable	Ins Paid	Chg Adj	Pt Paid	Balance
	99212	05/08/2013	05/08/2013	Office or other outpatient visit for the evaluation and management	\$15.00	\$0.00		\$10.00		\$5.00
	87430	05/08/2013	05/08/2013	Infectious agent antigen detection by enzyme immunoassay techni	\$12.00	\$0.00		\$10.00		\$2.00
	Rcamoxoc12	08/13/2013	08/13/2013	Amoxicillin 250 Mg Capsule	\$4.00	\$0.00				\$4.00
	BurDebit	05/08/2013	08/13/2013	Bursar Debit Transaction	\$4.00					
	INS PayReco	05/08/2013	08/13/2013	Insurance Payment From Carrier	\$20.00					
	BurDebit	05/08/2013	08/13/2013	Bursar Debit Transaction	\$7.00					

Back Find Save Print New

Abigail R. TestPatient - Account 2 8/13/2013 4:08 PM

The Insurance company only paid \$20.00 out of the \$27.00, leaving a \$7.00 balance. The client would post an Insurance Payment code for the \$20.00 and then post the BurDebit code for the remaining \$7.00 (sending the \$7.00 to the Bursar's office). This will bring the balance in the health center for this visit to a zero balance.

## Example #2: Patient wants to pay cash for part of visit and bill the rest to the Bursar Account.

- The patient does not have insurance.
- Mom and Dad look at the patient's Bursar account on a regular basis.
- The patient wants to pay cash for the lab, and charge the rest to the Bursar Account.

Mediat 10.0 [Clinic: Test] [User: Mediat] - [Ticket]

File Tools Help

Home Appt Patient Ticket History Setup HCFA Notes Ledger File

Patient: 3 TestPatient, Jonathon-Isaiah K00420491 [DOB: 11/23/1994] Eligible

Clinic: Test

Billing Provider: Costa

Fee Schedule: Standard

Ticket No.: 106

Ticket Date: 08/13/2013

Billing Method: Patient Only

Appt. Status: No Appt.

Filing Status: Posted

Excluded Charges: \$0.00

Charges: \$32.00

Payment Adj.: \$0.00

Charge Adj.: \$0.00

Payments: \$32.00

Sub Total: \$0.00

Receivable: \$0.00

Total Unpaid: \$0.00

Diagnosis Codes:

1. V72.31 Routine gynecological examination

2.

3.

4.

5.

6.

7.

8.

Transaction Detail Information

DOS From: 08/13/2013 DOS To: 08/13/2013 Facility: Office

Transaction: Amount: 0.00

Alert	Transaction	DOS From	DOS To	Description	Amount	Allowable	Ins Paid	Chg Adj
	99213	08/01/2013	08/01/2013	Office or other outpatient visit for the evaluation and management	\$20.00	\$0.00		
	87110	08/01/2013	08/01/2013	Culture, chlamydia, any source	\$12.00	\$0.00		
	PCash	08/01/2013	08/01/2013	Cash Payment	\$12.00			
	BurDebit	08/13/2013	08/13/2013	Bursar Debit Transaction	\$20.00			

Back Find Save Print New

Jonathon-Isaiah TestPatient - Account 3 8/13/2013 4:01 PM

The client would post a Cash payment code for the amount the patient wants to pay cash. Then the client would post the BurDebit code to transfer the \$20 to the student's Bursar account.

### Summary Bursar Export:

The Summary Bursar Export will send a single record for any ticket with an outstanding balance to the Bursar's office to apply that balance to the Student's account. With this approach, Mediat assumes that any balance left on a ticket is intended to be charged / transferred to the student's Bursar Account

\*\*The client may choose to limit the balance transfers to only positive balances or both positive and negative balances.



\*\*The client has the option to have an offsetting transaction item posted to the ticket to bring the account/ticket balance to zero.

\*\*The client has the option to have a memo type transaction item posted to the ticket to log the transfer of the amount to the Bursar's office. This option may not be necessary if the previous item to post an offsetting transaction is chosen.

- This process is not suitable for clients that bill insurance or intend to bill insurance in the future.
- This process would be recommended for clients that bill all clinic charges to the patient's Bursar Account.

**Example #1: Patient is seen in the clinic and all charges will be billed to the Bursar Account. The option to post an offsetting transaction to bring the ticket balance to zero is being utilized.**

The client would create the ticket with the charges for the patient, and NOT post any payment or adjustment codes. The client would leave the balance on the ticket.

Medicat 10.0 [Clinic: Test] [User: Medicat] - [Ticket]

File Tools Help

Home Appt Patient Ticket History Setup HCFA Notes Ledger File

Patient 5 TestPatient, Yannick L K00420493 [DOB: 08/08/1980] Eligible

Clinic Test ☐ CNR

Billing Provider Costa Billing Method Patient Only

Fee Schedule Standard Apply

Ticket No. 107 Appt. Status No Appt.

Ticket Date 08/13/2013 Filing Status Posted

Excluded Charges \$0.00

Charges \$25.00

Payment Adj. \$0.00

Charge Adj. \$0.00

Payments \$0.00

Sub Total \$25.00

Receivable \$0.00

Total Unpaid \$25.00

Diagnosis Codes

1. 463 Acute tonsillitis

2.

3.

4.

5.

6.

7.

8.

Transaction Detail Information

DOS From 08/13/2013 DOS To 08/13/2013 Facility Office ☐ FP ☐ EMG ☐ COB

New Item Post Item

Transaction ☐ Modifier ☐ Diag. Units Amount Rendering Provider

☐ ☐ ☐ 1 1 0.00 Costa ☐ Excl.

Alert	Transaction	DOS From	DOS To	Description	Amount	Allowable	Ins Paid	Chg Adj	Pt Paid	Balance
<input type="checkbox"/>	99212	08/13/2013	08/13/2013	Office or other outpatient visit for the evaluation and management	\$15.00	\$0.00				\$15.00
<input type="checkbox"/>	87430	08/13/2013	08/13/2013	Infectious agent antigen detection by enzyme immunoassay techni	\$10.00	\$0.00				\$10.00

Back Find Save Print New

Yannick L TestPatient - Account 5 8/13/2013 4:40 PM

When the Bursar Export process runs, the process will automatically post a payment code (BurDebit) to the ticket indicating that the balance was sent to the Bursar Account.

Medicat 10.0 [Clinic Test] [User: Medicat] - [Ticket]

File Tools Help

Home Appt Patient Ticket History Setup HCFA Notes Ledger File

Patient 5 TestPatient, Yannick L K00420493 [DOB: 08/08/1980] Eligible

Clinic Test

Billing Provider Costa Billing Method Patient Only

Fee Schedule Standard Apply

Ticket No. 107

Ticket Date 08/13/2013

Appt. Status No Appt.

Filing Status Posted

Excluded Charges \$0.00

Charges \$25.00

Payment Adj. \$0.00

Charge Adj. \$0.00

Payments \$25.00

Sub Total \$0.00

Receivable \$0.00

Total Unpaid \$0.00

Diagnosis Codes

1. 463 X Acute tonsillitis

2.

3.

4.

5.

6.

7.

8.

Transaction Detail Information

DOS From 08/13/2013 DOS To 08/13/2013 Facility Office

FP EMG COB

New Item Post Item

Transaction Amount

BurDebit 0.00

Excl.

Alert	Transaction	DOS From	DOS To	Description	Amount	Allowable	Ins Paid	Chg Adj	Pt Paid	Balance
	99212	08/13/2013	08/13/2013	Office or other outpatient visit for the evaluation and management	\$15.00	\$0.00				\$15.00
	87430	08/13/2013	08/13/2013	Infectious agent antigen detection by enzyme immunoassay techni	\$10.00	\$0.00				\$10.00
	BurDebit	08/13/2013	08/13/2013	Bursar Export Balance Transferred To Bursar	\$25.00					

Back Find Save Print New

Yannick L TestPatient - Account 5

8/13/2013 4:44 PM



## Example #2: The option to post a memo type transaction to log the balance transfer

This example is very similar to Example #1 with the exception that a memo line (BurMemo) is automatically posted to the ticket for tracking purposes, but the balance is not affected.

The screenshot shows the Medicat 10.0 [Clinic: Test] [User: Medicat] - [Ticket] window. The interface includes a menu bar (File, Tools, Help) and a toolbar with icons for Home, Appt, Patient, Ticket, History, Setup, HCFA, Notes, Ledger, and File. The main area displays patient information for TestPatient, Yannick L. K00420493 (DOB: 08/08/1980) Eligible. The Clinic is Test, Billing Provider is Costa, Fee Schedule is Standard, Ticket No. is 107, and Ticket Date is 08/13/2013. The Billing Method is Patient Only, Appt. Status is No Appt., and Filing Status is Posted. A summary table on the right shows Excluded Charges (\$0.00), Charges (\$25.00), Payment Adj. (\$0.00), Charge Adj. (\$0.00), Payments (\$0.00), Sub Total (\$25.00), Receivable (\$0.00), and Total Unpaid (\$25.00). The Diagnosis Codes section lists 1. 463 Acute tonsillitis. The Transaction Detail Information section shows DOS From 08/13/2013, DOS To 08/13/2013, Facility Office, and Rendering Provider Costa. The Transaction type is BurMemo. Below this is a table of transactions:

Alert	Transaction	DOS From	DOS To	Description	Amount	Allowable	Ins Paid	Chg Adj	Pt Paid	Balance
<input type="checkbox"/>	99212	08/13/2013	08/13/2013	Office or other outpatient visit for the evaluation and management	\$15.00	\$0.00				\$15.00
<input type="checkbox"/>	87430	08/13/2013	08/13/2013	Infectious agent antigen detection by enzyme immunoassay techni	\$10.00	\$0.00				\$10.00
<input type="checkbox"/>	BurMemo	08/13/2013	08/13/2013	Bursar Export: \$25.00 Balance Transferred To Bursar's Office						

A red arrow points to the BurMemo transaction. The bottom status bar shows Yannick L TestPatient - Account 5, 8/13/2013, and 4:48 PM.

### Detail Bursar Export:

The Detail Bursar Export will send a single record for any charge line item on a ticket with an outstanding balance to the Bursar's office to apply that charge to the Student's account.

\*\*The client may choose to limit the charge item balance transfer to only positive balances or both positive and negative balances.

\*\*The client has the option to have an offsetting transaction item posted to the ticket to bring the account/ticket balance to zero.

\*\*The client has the option to have a memo type transaction item posted to the ticket to log the transfer of the amount to the Bursar's office. This option may not be necessary if the previous item to post an offsetting transaction is chosen.

- This process is not suitable for clients that bill insurance or intend to bill insurance in the future.
- This process would be recommended for clients that bill all clinic charges to the patient's Bursar Account.

**Example #1: Patient is seen in the clinic. Patient pays a small portion of the balance at the time. The remaining charge balances will be billed to the Bursar Account. The option to post an offsetting transaction to bring the ticket balance to zero is being utilized.**

Medicat 10.0 [Clinic: Test] [User: Medicat] - [Ticket]

File Tools Help

Home Appt Patient Ticket History Setup HCFA Notes Ledger File

Patient: 20 TestPatient, Jeffrey P 999999999 [DOB: 04/21/1973] Eligible

Clinic: Test

Billing Provider: Costa Billing Method: Patient Only

Fee Schedule: Standard Apply

Ticket No. 108 Ticket Date: 08/13/2013

Appt. Status: No Appt. Filing Status: Posted

Excluded Charges: \$0.00

Charges: \$25.00

Payment Adj.: \$0.00

Charge Adj.: \$0.00

Payments: \$25.00

Sub Total: \$0.00

Receivable: \$0.00

Total Unpaid: \$0.00

Diagnosis Codes

1. 463 X Acute tonsillitis

2.

3.

4.

5.

6.

7.

8.

Transaction Detail Information

DOS From: 08/13/2013 DOS To: 08/13/2013 Facility: Office

FP EMG COB New Item Post Item

Transaction Amount: 0.00

Excl.

Alert	Transaction	DOS From	DOS To	Description	Amount	Allowable	Ins Paid	Chg Adj	Pt Paid	Balance
	99212	08/13/2013	08/13/2013	Office or other outpatient visit for the evaluation and management	\$15.00	\$0.00			\$15.00	\$0.00
	87430	08/13/2013	08/13/2013	Infectious agent antigen detection by enzyme immunoassay techni	\$10.00	\$0.00			\$10.00	\$0.00
	PCash	08/13/2013	08/13/2013	Cash Payment	\$5.00					
	BurDebit	08/13/2013	08/13/2013	Bursar Export Balance Transferred To Bursar	\$10.00					
	BurDebit	08/13/2013	08/13/2013	Bursar Export Balance Transferred To Bursar	\$10.00					

Back Find Save Print New

Jeffrey P TestPatient - Account 20 8/13/2013 5:00 PM

In this case, the student incurred \$25.00 worth of charges. The Student submitted a \$5.00 payment (which in this case was applied against the 'Office Visit' Charge Item). The Bursar Export process then ran and created 2 new transactions. The first transaction was to transfer the remaining \$10.00 of the 'Office Visit' (99212) charge to the Bursar's office. The second transaction was to transfer the entire \$10.00 charge for the 'Infectious Agent...' (87430) to the Bursar's office.

### Bursar Export Questionnaire:

In order for Medicat to best meet your needs with the Bursar/Billing Export, the following questions should be answered. These answers must be submitted before development of your BursarExport process can begin.



**All Exports:**

1. Which Bursar Export process do you wish to utilize? (Client Driven, Summary or Detail)
2. Will you need a header/footer record in the Bursar export file that holds the total dollars and a count of records included in this export?
3. Is this intended to be a daily process? If not, when would you like the process run (weekly, monthly or bi-monthly)?
4. Should the export Balance contain an embedded decimal point? (ex: 49.00 or 4900)
5. What is the timeframe that you would like to have this export go live?
6. Is there a cut-off date we should use so the process only pulls transactions on or after a certain date? If so, please indicate the date.
7. Would you like to pass a specific GL Account Code in the Bursar Export file? If so, do you have one GL Account Code you would like to pass for all transactions passed from Medicat to the Bursar's Office or are the GL Account Codes defined at the transaction code level (please provide details)?

**For Summary or Detail Exports only:**

8. Does your health center accept student payments?
9. Do you ever post adjustments against the charges that have been created?
10. Do you ever refund money to the student or is this handled completely by the Bursar's office?
11. Do you want only positive balances to be sent to the Bursar or both positive and negative balances?
12. Do you want to have the ticket balance adjusted to a zero balance once the ticket charges have been sent to the Bursar office for collection?
13. Do you wish to have a memo type transaction item posted, to log the transfer of the balance, on the ticket (This option should only be considered if you answered No to the previous question)?

Please contact Medicat (866-633-4053, Option 2 or email [support@medicat.com](mailto:support@medicat.com)) if you have any questions or would like to review these items in more detail.