



**REVENUE CYCLE MANAGEMENT  
POLICIES & PROCEDURES**



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## Introduction

This document details Azalea’s commitment to compliance with laws and regulations in addition to providing our standard operating terms, scope of services for Azalea Health’s Revenue Cycle Management (RCM) services. This document applies to all Azalea clients who sign an Azalea Health RCM billing services agreement.

## Change Summary

This document shall supersede any previous versions of this document outlining Azalea RCM scope of services. This document will remain in effect until superseded by a subsequent version. Small grammatical or wording edits are not outlined. If necessary, please confirm with Azalea Health that this is the most recently published version.

### July 2023 Release

- **Introduction** (new section)
- **Change Summary** (new section)
- **Sections Removed:** Sections for Access to Patient Information, Workstations, Patient Rights, Patient Access to Health Information, Patient Amendment to Health Information, Use & Disclosure of Protected Health Information, De-Identification of Protected Health Information, Minimum Necessary Information, Handling of Privacy Complaints, Role as a Clearinghouse, Role as a Business Associate, Second Tier Business Associates were removed from this document and are centrally located within Azalea’s Master Policies & Procedures documentation library. For more information on these policies and procedures please reach out to Azalea’s Compliance Officer.
- **Claim Generation Process** (moved to Scope of Services section for Claim Scrubbing & Submission)
- **Standard Adjustments** (moved to Scope of Services section for Adjustment Management)
- **Bankruptcy** (removed)
- **Mail Return Accounts** (moved to Scope of Services section for Patient Statements & Call Center)
- **Bad-Debt & Collection** (moved to Scope of Services section for Bad Debt & Collections Management)
- **On-Boarding Period** (new section)
  - Outlines RCM role in implementation
  - Explains client obligations: Ex Fee Schedules, Payer Credentialing/Contracting
- **Scope of Services: Replaced “Services, Responsibilities and Fees” from previous version**
  - **Patient Registration** (new section)
    - Outlines client obligations to provide patient registration duties us Azalea platform
  - **Charge Entry & Coding**
    - Added wording stating Azalea can provide situational coding and documentation advice and feedback as requested but not full coding services
    - Data entry fee will be charged If requested by client
  - **Claim Scrubbing & Submission**
    - Clarifies acceptable claim formats
    - Added claim backlog protocols: Unsigned charts, Incomplete/Missing Info, Credentialing
    - Added Tasking requirements and obligations for claim backlogs and EDI rejections
    - Added Encounter Alerts built and maintained by Azalea only

- Added Claim Rules require client sign authorization form
  - Added medical records to be provided by client if not located in Azalea
- **Clearinghouse EDI/EFT Enrollments** (new section)
  - Details “shared tax ID” parsed remit requirements (add'l fees may apply)
  - Clarifies EDI/EFT enrollment obligations
- **Payment Posting**
  - Posting & deposit date protocols defined:
    - EFT vs check
    - Paper vs ERA
    - VCC
    - interest payments
  - Payment/Deposit reconciliation protocols added
  - Missing/unconfirmed payment process language expanded
  - Out of network, non-par EOB processing sections added
  - Added Contract underpayment tracking and processing not covered under RCM services
  - Expanded explanation of unapplied payment scenarios added
  - Added Merchant Services payment processing for preferred vs non preferred vendors
- **Accounts Receivable & Denials**
  - Clarifies obligations for denials by category (ex: registration, billing, coding denials)
  - Added medical records to be provided by client if not located in Azalea
  - Addresses new appeal protocols. No second level appeal if no new information
  - Contract disputes: Client must work with payer rep. Azalea will facilitate special project data and claim reprocessing duties
  - Added section on Refund Request Correspondence protocols
  - Added Out of network, non-par EOB processing sections
  - Added Special Payer Projects section
  - Added Unresolved Claims process for AR no longer payable (timely, non covered etc)
  - Updated Secondary Aging submission frequency
- **Patient Statements & Call Center**
  - \$5 minimum balance requirement (previously \$3)
  - Added language addressing clients requesting to review patient balances prior to submission
  - Added default statement frequency once a month unless otherwise requested by client
  - Updated Bad Address, Returned Mail protocols
- **Credit Balances**
  - Added wording regarding timing of credit balance transfers
  - Added information on how clients can review credit balance info within Azalea application
- **Adjustment Management**
  - Added small balance adjustment form signature requirement
- **Bad Debt & Collections Management**
  - Added notice about reduced services for clients using non-preferred collection agency



- Post bad-debt adjustment workflow clarifications
- RHC Medicare Bad Debt section added
- **Closed Periods** (new section)
  - Added client vs Azalea obligations for charges, payments and adjustments prior to monthly close
- **Standard Production Reports & Azalea Analytics**
  - Added language differentiating standard Azalea reports vs Azalea Analytics reporting
  - Added section addressing Closed Period Reporting requests
- **Miscellaneous Billing and Claims Scenarios** (new section)
  - Added sections to address miscellaneous and/or uncommon scenarios related to RCM and how they are addressed
    - Courtesy Billing
    - Foreign Payers
    - Institutional claims
    - Corporate Contract or Invoice billing
    - Legacy Balances and Charges
    - SaaS to RCM Conversions
    - Regulatory Billing & Reporting
    - Unsupported Formats
    - Tasking groups
    - Tertiary Billing
    - Web Portals
    - Workers Compensation (WC) and Motor Vehicle Administration (MVA) Payers
- **Off-Boarding Period** (new section)
- **Appendix: Summary Table of RCM Service Model** (new section)
- **Interruption of Client Service** (removed, now located in MSA)

## Standards of Conduct

### Mission, Goals and Ethical Principles

Azalea Health Innovations, Inc. (Azalea) strives to maintain the highest ethical standards in the industry of Revenue Cycle Management (RCM). We endorse the compliance efforts of the Office of Inspector General (OIG) and have established an internal compliance program that employees readily understand. Our standards of conduct reflect our commitment to the highest quality health data submission as evidenced by our accuracy, reliability, timeliness and validity.

The HIPAA Compliance Officer works with RCM leadership to write and adopt standards; respond appropriately to complaints and other information concerning illegal or unethical activity (suspected or known); investigate promptly all such complaints and information and take appropriate corrective action; ensure that all staff and independent contractors/agents have been checked against the OIG's List of Excluded Individuals and Entities; and report to management on compliance program progress.



The Azalea RCM leadership team, in conjunction with Azalea's Privacy and Security team will identify risk areas; write policies and procedures; implement policies and procedures; monitor audits and investigations both internal and external; analyze and develop new strategies as needed; and periodically review compliance policies and procedures for adequacy.

### Purpose

The Standards of Conduct of Azalea Health Innovations, Inc. (Azalea) ensures compliance with any applicable healthcare fraud and abuse laws. Azalea is committed to complying with all state and federal mandates governing the operation of a third party healthcare billing companies.

### Compliance with Laws and Regulations

- **Accurate Claims Coding and Submission:** Azalea does not bill for services or items that have not been documented or supported by our client's medical record or encounter form as forwarded directly from the provider's office. Azalea is not responsible for the review and coding of each visit or for determining the medical necessity for each visit.
- **Accurate Business Records and Retention:** Azalea's business records are properly documented and reflect facts regarding all business transactions. In accordance with OIG regulations, records are retained and safely secured in either paper or electronic forms for a period of seven years from the time of service.
- **Incident To:** Azalea will not actively engage in "incident to" billing practices that do not meet the correct definition. CMS defines "Incident to" services as "services or supplies that are furnished incident to a physician's professional services when the services or supplies are furnished as an integral, although incidental, part of the physician's personal professional services in the course of diagnosis or treatment of an injury or illness and services are performed in the physician's office or in the patient's home."
- **Kickback Prohibition:** Azalea Health Innovations, Inc does not provide incentives to attract patients nor do we engage in any other activities that would violate OIG's Anti-Kickback Statutes.
- **Refund of Overpayments:** If Azalea Health Innovations, Inc determines that an overpayment has been made the credit balance will be identified and labeled appropriately, regardless of whether a refund has been requested or issued.
- **Courtesy Discounts and Waivers of Co-Payments:** Azalea does not waive or adjust co-payment or deductible obligations of patients, unless instructed to do so by our client, who we believe in good faith will uphold legal standards. Hardship, bad debt, and out-of-network adjustments are to be utilized only when the patient meets the documented requirements for the adjustment and will be used without discrimination.
- **Fee Schedules:** Azalea clients are fully responsible for setting and maintaining their own fee schedules. Azalea can provide fee schedule analysis and feedback and will help carry out any fee schedule updates as requested by the client.
- **Honesty:** Azalea will follow ethical business operations and good common sense, promoting a 'best practice' approach. No Azalea employee or subcontractor/agent will attempt to mislead government bodies or agencies to influence actions or decisions.
- **Cooperation with Government Investigations:** Azalea will be cooperative and forthcoming in any government inquiries, including audits, questioning and reviews. Azalea does not however process and respond directly to medical records audits on behalf of clients as part of its RCM services.
- **Financial Interests:** Azalea's administrators, employees and subcontractors/agents may not solicit or accept gratuities, favors or bribery that may influence sound and legal business decisions.



- **Confidential Information:** All employees and subcontractors of Azalea are required to sign applicable Confidentiality Agreements (employees) and Second Tier Business Associate Agreements (subcontractors/agents) to protect health information handled through business operations. These agreements will be in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Additionally, confidential information about Azalea is not to be communicated outside of the company by any employee without explicit written authorization of the administration.
- **Violations of Standards of Conduct**  
Violations of Azalea's standards of conduct must be promptly reported to the employee's immediate supervisor and/or current RCM department head. If the immediate supervisor or department head has violated the standards, another manager must be notified.

## Confidentiality

### General Policy

It is our policy that all internal business of Azalea is confidential. Confidential information may not be communicated by any employee to the public. All documents and files generated in the course of duty as an employee are the property of our organization and considered business records. All requests for disclosure of business records will be handled in accordance with our policies and procedures. Corrective action will be taken for all violations.

### Definitions

*Confidential Information:* Any information, whether written or verbal, relating to the internal business operations of our organization not available to the public. This includes general business operations, finance records, fee schedules, marketing plans, contractual agreements, client information and billing records.

### Procedure

Employees must adhere to the following standards at all times:

- Employees must never discuss information regarding a client or client's patients (including medical and billing records) with anyone other than to carry out job duty functions on behalf of the client.
- Discretion and responsibility are expected and should be exercised by all employees by not disclosing any organizational information about Azalea.

## Assessing Risk Areas for Fraud, Waste and Abuse

### General Policy

Risk areas in the claims management process will be assessed routinely by performing periodic reviews of billing practices to minimize the potential for inaccuracies that lead to fraud, waste and abuse. Azalea does not participate in activities that violate the Federal False Claim Act, which defines fraudulent billing as knowingly making, using, or causing a false record or statement to be used in order to get a false or fraudulent claim paid or approved. False claims are subject to monetary penalty up to \$10,000 for each item or service improperly claimed in addition to an assessment of up to three times the amount claimed.



## Procedure

Compliance with the laws governing fraud, waste and abuse will be maintained in the following ways:

- No false or fraudulent claims will knowingly be constructed or submitted to any payer for reimbursement. Any employee who knowingly participates in the submission of false or fraudulent claims will be terminated and reported to OIG for further legal action. All expenses incurred as a result of the incident will be recovered from the employee.
- Each client is responsible for following specific payer "Incident To" guidelines and adhering to all regulations surrounding "incident to" billing. Clients requesting Azalea file claims under a supervising physician's name under "Incident to" guidelines will be asked to sign a waiver confirming the policy is understood and being adhered to correctly before Azalea will build any claim overrides or otherwise bill claims under a supervising physician.
- Azalea RCM Employees are required to complete CMS Fraud, Waste & Abuse Training.

## On-Boarding and Go-Live

### General Policy

The onboarding process will begin shortly after the execution of the contract. Azalea will assign a knowledgeable onboarding team to help facilitate the onboarding process. Azalea RCM will present the RCM Scope of Services outlined below and will ask several questions about client workflow preferences for the various aspects of the revenue cycle. It is very important that the client communicates any unique workflow requirements that fall outside of Azalea's scope of services during the onboarding period, prior to go-live. Azalea cannot guarantee to accommodate all requests.

The client is responsible for providing their own data required for implementation and RCM account configuration. To avoid potential cash flow disruption, the client must communicate any unique payer contract or credentialing scenarios that affect claim configuration during implementation. Azalea cannot take responsibility for any initial delays in claim processing resulting from missing or incorrect payer contract, claim configuration information provided by the client.

The following Scope of Services outlined below will not take effect until the mutually agreed upon Go-Live date. Not all services listed below may be available on the Go-Live date. Some services will be dependent on go-live timing and readiness of any third party vendors. EDI enrollments for electronic claims for example may not all be live and approved immediately upon go-live.

## Scope of Services

### General Policy

The following sections outline the full scope of RCM services provided by Azalea to its Clients. Additional services may be added and services may be discontinued or revised in description only with the acquiescence of both parties.

The following services are commonly requested but not included in the Azalea RCM service model. Azalea has preferred vendor partners that can be engaged with at the client's request.

- Contracting and Credentialing



- Professional Consulting
- Chart Auditing
- Medical Coding Services

The responsibilities of each party are outlined below including Azalea's commitment to RCM services and what is expected of the Client in order to form a successful partnership.

### Patient Registration

#### Division of Labor

- The Client is responsible for all patient registration duties including but not limited to: appointment scheduling, appointment reminders, patient demographic and insurance data entry, eligibility & benefit verification, prior authorizations, patient check in/out, collection of patient health history and collecting patient co-pays and outstanding balances at time of service.

### Charge Entry & Coding

#### Division of Labor

- The client is responsible for encounter charge entry unless previously negotiated and/or otherwise stated on the Master Service Agreement. In the instance where Azalea is contractually obligated for charge entry then the client is responsible for providing a completed encounter form for each patient visit. See "Claim Generation Process" below for details.
- Clients must code all procedures and diagnoses to assure that codes accurately reflect the documented services and conditions.
- Azalea does not provide chart auditing or coding services for clients. Azalea can give situational advice and feedback as requested by the client but will not engage in direct, recurring coding or chart documentation, coding audit activities.
- The client must have the proper coding expertise on staff, and is solely responsible for entering the coding information into the Azalea EHR system needed to submit claims on the client's behalf. The client agrees to only submit codes that are true, complete and accurate, and conform with all applicable laws and payer requirements.

### Claim Scrubbing & Submission

#### Division of Labor

- Azalea is responsible for scrubbing encounters via Encounter Edits and Alerts.
- Azalea is responsible for submitting claims electronically to all carriers who accept electronic 837 claim files. Azalea will use its preferred clearinghouse vendor for all electronic claim submissions.
- Azalea is responsible to submit paper claims only when electronic claim submission is not available.
- Azalea is responsible for working all front-end clearinghouse rejections and refileing previously rejected claims. See below for more details.
- The client is responsible to provide Azalea with accurate and complete credentialing and claim configuration information. Azalea is not responsible for any delays in services or inability to collect funds from claims resulting from client's failure to provide accurate and complete information as requested by Azalea.

### Claim Generation Process:

- Azalea employees are not authorized to knowingly participate in the following:
  - Submitting claims for undocumented services
  - Unbundling or up-coding
  - Billing for discharge in lieu of transfer
  - Improper use of modifiers
  - Assumption coding
  - Alteration of documentation
  - Coding without documentation
  - Billing for services provided by unqualified personnel
- Information will be received from the client in the following format and manner:
  - Via electronic encounter data input directly into secure Azalea application(s), Azalea Mobile charge capture application
  - Via third party interface
  - On paper encounter forms scanned directly into secure Azalea application(s), secure e-fax or by courier
    - Must be agreed upon in advance and in writing. Additional data entry fees will apply.
- Complete encounter data must be received in order to initiate the claims process. A complete encounter includes:
  - All patient demographic information including: name, sex, DOB, guarantor information, mailing address, and all insurance information
  - Scanned copies of insurance card and driver's license (both sides) currently in effect (if available)
  - Date(s) of service
  - Valid CPT, ASA, or HCPCS codes and units for all procedures performed
  - Valid ICD-10 codes for all documented diagnoses.
  - Prior Authorization information
  - Physician referral information
  - Rendering, Referring, Ordering, Supervising provider information
  - Location information where services were performed
  - Time of service payment or discount information
  - Encounter comments with special notes or instructions
  - Any other necessary documentation to fully process a claim
- Once complete encounters have been received, the following steps will be taken to produce claims:
  - Each encounter will be scrubbed via Encounter Edits and Alerts for missing, inaccurate or incomplete information.
  - Encounter Edits: hard edits that when triggered will place the encounter in an INCOMPLETE status which will not allow for claim submission
  - Encounter Alerts: Custom alerts built and maintained by Azalea staff only.
  - The patient information will be corrected or missing info requested as needed.
  - The encounter information is corrected or updated as needed.
  - Successfully scrubbed encounters will be moved to a READY status prior to claim submission.
- Primary and secondary insurance claims are filed and submitted to the insurance in one of the following ways:



- Submitted electronically to Azalea's preferred clearinghouse vendor
- Printed on a CMS-1500, or UB-04 paper claim form with either attached records or primary remittance and mailed or securely faxed to the carrier
- Azalea does not provide direct claim submission via payer portals unless agreed upon in advance. Additional manual data entry fees may apply.
- Azalea does not support tertiary claim submissions or formats. The client is responsible for submission of any tertiary claims.

#### **EDI Rejections**

- Azalea is responsible for working all front-end clearinghouse rejections and refileing previously rejected claims.
- Azalea may need information and/or assistance from the client in order to process certain claim rejections including but not limited to: contracting/credentialing, patient demographics and insurance coverage related rejections.
  - When this occurs Azalea will send a Task or email to the client requesting the required information.
  - The client is required to review and respond to these Tasks in a timely fashion and in order to avoid timely filing limits.
  - Azalea cannot be held responsible for claims that are ultimately denied for timely filing due to a lack of response to Tasks.

#### **Claim Backlogs & Timely Filing**

If Azalea must hold or otherwise cannot submit claims for encounters for the following situations, the following actions will be taken:

- **INCOMPLETE Encounters**
  - INCOMPLETE status encounters have triggered a hard Encounter Edit and are missing one or several essential items needed to submit a clean claim. Claims for encounters in this status cannot be forced dropped electronically or on paper.
  - Azalea will validate patient demographics and insurance info on file and will validate whether the encounter is a duplicate created in error before contacting the client for assistance.
- **Encounters with Unsigned Charts**
  - Note: The following only applies to encounters linked to electronic charts originated in the Azalea EHR system.
  - Client is responsible for signing charts in a timely manner. Unless mutually agreed upon, Azalea will not release a claim for an Encounter associated with an unsigned chart.
  - Client must provide written authorization to Azalea to file claims for Encounters after a set # days have passed with no signature.
- **Pending Credentialing/Enrollment confirmation**
  - At the Client's request, Azalea can hold claims for Encounters associated with payers pending credentialing or contracting approvals. Azalea reserves the right to force drop these claims that are at risk of timely filing deadlines.
- **Missing Information**
  - Applies to Encounters in NEW status but requiring missing information or clarification prior to submission including but not limited to: coding, charge capture, demographics, prior authorization numbers, CPT units, modifiers
  - Clients may be tasked for information or clarification. For larger issues, Encounter Classes may be used to track affected encounters.



- Azalea reserves the right to force drop these claims that are at risk of timely filing deadlines.
- **Communication:** For claim backlog items outlined above Azalea may use an Encounter Class to further specify the issue keeping the claim from being submitted. Azalea will notify the client on a recurring basis of backlog counts and reasoning. Clients are ultimately responsible for providing the necessary information required to release a claim and cannot hold Azalea accountable for untimely claims due to delays in responses.
- **Timely Filing:** Azalea will make best efforts to force drop claims (ex: unsigned, credentialing) to avoid timely filing

**Claim Rules:** Claim rules change/override information on outbound 837 and paper claims based on specific conditions. If Billing Settings information cannot be configured to account for all claim scenarios, a claims rule may be needed. Claim rules are built and maintained by Azalea staff only. In order to build a Claims Rule, the client must sign an authorization acknowledging the claim rules parameters are accurate.

- [Claim Rule Authorization Form- TEMPLATE](#)

**Claim Status Inquiry/ Acknowledgement:** If the payer provides electronic claim status or acknowledgement that it has received your claims into its adjudication system, Azalea will attach that information to the encounter via clearinghouse integration. Not all payers or intermediaries provide electronic status, so electronic claim status will not be available for all payers. Electronic claim batch file status and acknowledgements are stored and can be found via Reports>PM Records>Claim Files

**Claim Attachments:** Azalea will submit claim attachments on primary and secondary claim submissions as needed. If it is a secondary claim submission, Azalea will include the primary remittance. Azalea will submit claim attachments electronically if possible.

**Medical Records:** Clients are responsible for providing medical records to Azalea as needed or upon request to send as claim attachments. This generally applies to clients not using the Azalea EHR clinical platform or clients storing medical records outside of Azalea.

## Clearinghouse Services, EFT & EDI Enrollments

### Division of Labor

- The client is required to subscribe to Azalea's preferred RCM clearinghouse for both electronic claims and remits during the term of the Billing Services Agreement.
- The client is responsible to complete and return all documentation or information necessary to engage in electronic data interchange (EDI) with all insurance companies that are capable of receiving electronic claims and electronic remits.
- The client is responsible for providing logins needed for EDI/ERA/EFT setup. This includes, but is not limited to: Availity, Payspan, Zellis, Medicaid portals, etc.
- Azalea is responsible for EDI enrollment activities related to electronic claims and remits for RCM clients
- Azalea is responsible for maintaining electronic payer connectivity via RCM service preferred clearinghouse typically through the maintenance of EDI payer IDs for both professional and facility claim formats



**EFT Enrollments:** In an effort to increase automation and expedite cash flow, Azalea will assist (resources permitted) clients complete EFT enrollments for payers currently sending paper checks. Azalea will not assist clients looking to update existing EFT enrollments as part of a transition to a new financial institution.

**Shared Tax ID:** For clients who share a tax identification number with another parent organization and remits are being routed to a non Azalea preferred clearinghouse: Azalea may be able to work directly with the non preferred clearinghouse to parse ERAs to reduce the effort of manually splitting and posting remittance. The client will help facilitate a parsed remit account in order to preserve automation of remittance posting. Electronic remits not available thru a parsed ERA account must be downloaded by the client and scanned directly into the Azalea Documents section in a PDF format for manual posting by Azalea. Additional or increased fees will apply and contract amendments may be required.

## Payment Processing

### Division of Labor

- Azalea is responsible for posting payments to the appropriate Encounters and patient accounts and for ensuring that each payment batch is fully posted and balanced including refund take-backs and withholdings. These payments are to be posted within (5) business days following receipt.
- It is Azalea's policy to post exactly what the payer adjudicates including payment, adjustment, and transfer amounts listed on the Electronic Remittance Advice (ERA) or Explanation of Benefits (EOB).
- Azalea cannot be held responsible for reconciling client's bank account statements and/or verifying bank deposits.
- Client is responsible for downloading , printing and scanning remittance record remittance for non-Azalea systems, granting web portal credentials, confirming deposits, and processing virtual credit cards (VCC)
- Azalea will post payments with deposit dates only if provided by client (See Posting Reconciliation and Daily Deposits section below), otherwise check or EFT date will be used
- The client is responsible for supplying to Azalea scanned copies of the following:
  - EOBs, ERAs and any other correspondence (ie refund request, requests for records) from third-party-payers (each a "Payer") related to insurance claim activity;
  - Receipt or other detailed documentation for all payments received from a patient or a patient's guarantor;
  - Detailed deposits, within five (5) business days from the date of deposit, made by the client

**Paper EOBs:** All scanned documents referenced above must be scanned directly by the client into the Azalea Documents area of the software in a folder mutually agreed upon by both parties. Azalea does not utilize a lockbox service and will not use document management systems outside of Azalea's software. Azalea will process and post EOBs using deposit date as supplied by the client. The deposit date must be provided along with the EOBs. If no deposit date is provided, Azalea will post using the date the document was scanned into Azalea. If the check date is in a previously closed period, Azalea will post to the first Saturday of the open month and indicate the original check date in the voucher field.



### Unapplied Payments

- Azalea is responsible for applying unapplied patient payments with a corresponding charge prior to sending patient statements and/or prior to the monthly close.
- Clients must indicate (via transaction code, note, or voucher line) whether an Unapplied Payment is for payment on account (outstanding balance due), time of service charges (co-pay etc), or deposit, advance payment for future services.
  - Payment on account: Azalea will post against patient statement charges oldest to newest
  - Time of service: Azalea will post against charges for specific date of service
  - Deposit for future services: The client is responsible for monitoring and applying unapplied payments for charges on Self Pay status Encounters. Azalea will monitor and apply for Insurance status Encounters.
- Unapplied payments with no corresponding charges:
  - For Unapplied payments that have no corresponding charges and are verified as not a deposit for future services:
    - Azalea may Task the client for feedback
    - Typically after two weeks of the created date and/or by end of month and still no charges to post against;
      - Azalea will create Encounter with a custom \$0.00 charge and force a credit balance.
      - See Credit Balance Management section below for further details.
- Note: For Clients who post their own Unapplied Payments: Patient statement balances and closed period reporting totals may be impacted by outstanding unapplied payments.

**Merchant services:** Applies to both time of service payments and payments made on account.

- Payments processed via preferred merchant services vendor with direct integration: These payments will be automatically routed into Azalea for posting.
- Payments processed via non direct integration or via non-preferred merchant services vendor: Client is responsible for direct data entry of these payments into the Unapplied Payments section for Azalea RCM to post to the appropriate charges.

**Posting Reconciliation and Daily Deposits:** Azalea will provide a [Daily Deposit Sheet Template](#) to clients who specifically request that all payment dates in Azalea match their corresponding bank deposit dates. The Client must complete and provide this Deposit Sheet (or equivalent) to Azalea on a daily basis in order for Azalea to use when posting payments. Azalea will report back to Client for assistance if A) expected deposit sheets are not received B) if there are variances that need clarification or C) if ERAs have been received via clearinghouse but not verified as deposited by Client. Clients must be willing to provide the daily deposit sheet details as outlined above and Azalea cannot customize posting and reconciliation protocols on a client by client basis.

**Virtual Credit Card (VCC) Payments:** Azalea's best practices recommend against accepting payments via VCC. However, in cases where VCC are accepted, the client is responsible for processing the payment and notifying Azalea of the VCC process date. EOBs with VCC payment information listed that are scanned in for posting will be assumed to be processed and posted appropriately. Azalea must be notified of any VCC that the client would like requested as another



form of payment (ie EFT, paper check). Azalea can assist with converting VCCs to EFTs upon client request but cannot guarantee success.

**Missing Payments (payment found not posted):** In the event Azalea identifies payment has been made on a claim but no Explanation of Benefits (EOB) or Remittance Advice (ERA) detail was received (either from clearinghouse or from Client) to post, Azalea will post if the payment method is EFT; otherwise, for checks Azalea flag affected Encounters with a Encounter Class indicating a missing payment has been found. The corresponding remittance will be made available to the Client who will be responsible for confirming receipt. Clients will have 90 days to confirm deposit, or to indicate that the payment was not received, prior to Azalea posting the remittance. If after 90 days the client has not confirmed deposit or status of payment, Azalea will post to the first Saturday of the open month and indicate the original check date in the voucher field. Any changes to this process must be mutually agreed upon by both parties.

**Out-of-Network (OON) & Non-Participating Providers:** Clients may see patients covered by insurance in which they do not have a participating contract for reimbursement. In these situations payers will reimburse the provider at a standard rate as if a contract was in place and indicate a contractual adjustment amount. For some payers they allow the difference between the gross charge and the amount paid to be rolled to patient responsibility (balance billing) while other payers do not. Clients must inform Azalea of any non government payers they wish to roll any contractual adjustment amounts to the next responsible party. Otherwise those amounts will be adjusted according to the EOB.

**Contracted Allowables and Underpayments:** Clients can upload and store contracted rates in the "Allowables" section of the Billing Settings of Azalea. These programmed allowables will appear on specific Azalea standard reports (see CPT Analysis and Gross vs Net reports) and also in Azalea Analytics. The client is responsible for providing and maintaining their allowable schedules.

Tracking and appealing underpayments is not covered under the Azalea RCM service model. True underpayment errors are most commonly the result of payer data entry errors or due to the payer incorrectly loading client contract data in their systems. Clients will be directed to address issues with contracted rates and underpayments directly to their provider relations representative. Upon request Azalea can assist clients pull or prepare data needed for special claims projects related to underpayments.

**Interest Payments:** Azalea will post interest payments made from payers as part of the payment posting process unless otherwise agreed upon with the client. This will ensure payment totals balance and reconcile to the client's bank account. Interest payments will either be lumped to an existing CPT line item payment or against a separate interest specific account depending on the client's preference.

## Management of Denials and Accounts Receivable (AR)

### Division of Labor

- Azalea is responsible for assuring that claims are paid by the correct payer in the timeliest manner possible. Azalea cannot however guarantee payment on all claims.
- Azalea is responsible for determining denial reasons and taking appropriate action to resolve denials.



- Azalea is obligated to appeal and follow-up, using commercially reasonable efforts, on all denied or otherwise unpaid insurance claim charges, (clearinghouse or EDI rejections addressed under claims section above).
- Azalea will cease resolution efforts once a claim has been deemed unpayable. This information will be made available to the Client who will be responsible for approving an adjustment.
- The client is responsible to provide any patient information available as needed for claims processing & AR follow up in a reasonably timely manner.
- The client is responsible to facilitate access to payer web portals so that Azalea can perform appropriate claim status and eligibility inquiries while following up on the client's AR.

**Denials Management:** Azalea will research denials to ensure the reasoning and follow up are understood. One of several actions will then be taken depending on the remittance and our understanding of payer guidelines:

- If Azalea believes the payer has made an error, Azalea will contact the payer directly and based on their guidelines will submit a corrected claim, claim reconsideration, and or submit an appeal.
- If Azalea determines a denial is not likely to be overturned due to payer billing requirements or guidelines, those charges will be returned to the client via Task for suggested next steps (ex balance billing, adjustment) or additional information. Azalea will not appeal in these situations unless the Client provides compelling evidence and/or supporting documentation.
- If a denial is based on inaccurate information provided by the client during registration, insurance verification, or charge entry, Azalea will attempt to find corrected information in the patient's account. If the information cannot be found within the patient's account or is not clear, a Task will be assigned to the client for assistance.
- If a denial is related to invalid, missing or incorrect modifier(s), diagnosis or procedure coding, Azalea will research the issue and if necessary assign a Task to the client asking for clarification or additional information.
  - Azalea cannot change coding provided by the client without their approval and if not supported by medical documentation.
  - The client should review all charges on the claim for accuracy and completeness when determining what coding changes may be appropriate
- If a claim is denied for additional documentation, Azalea will pull that documentation and complete the appeal or claim reconsideration process.
  - If the documentation is not available in Azalea, a Task will be assigned to the client who will be responsible for providing all necessary documentation. This generally applies to clients not using the Azalea EHR clinical platform and/or clients storing medical records outside of Azalea.

**Appeals:** Azalea will prepare and process appeals on the client's behalf as necessary and based on payer billing and reimbursement guidelines. Azalea may need additional information, rationale or assistance from the client to determine the basis of appeal. **Second level appeals** will not be pursued if the original appeal is upheld unless the client presents new or compelling evidence not previously provided for the original appeal.



**Unresolved Claims and Aged Receivables:** There will be situations where Azalea has exhausted all reasonable options to process a claim and can no longer continue to pursue. All efforts made by Azalea to process charges for payment must be clearly reflected in the Encounter details for the Client to see. Encounters that can no longer be pursued will be flagged with an Encounter Class and will ultimately be made available to the Client for a requested adjustment.

**Refund Request Correspondence:** Azalea will review refund requests to see if appropriate action can be taken to file a new, corrected claim or appeal (see Denials Management, Appeals section above). The Client may be Tasked for additional information or feedback depending on the nature of the request. The Client will be responsible for reviewing and taking appropriate action on all other refund request situations. The Client will be responsible for determining if a refund check will be issued if automatic recoupment is not an option. Azalea does not recommend issuing refund checks to insurance payers if there will be a future recoupment. The client is responsible for notifying Azalea when refunds are issued along with the associated refund check/payment details. See Credit Balance Management section below.

**Out-of-Network (OON) & Non-Participating Providers:** For clients who submit claims to payers in which they have no participating agreement with, Azalea will only work denials related to standard adjudication reasons. If the client or patient disagrees with how the payer processed payment or OON benefits then it will be their responsibility to contact the payer directly for resolution.

If the client believes the claim processed as non participating or OON in error, Azalea will attempt to get the claim reprocessed but only if the following information is provided by the client:

- A copy of network participation contract or proof of network status
- Confirmation claim configuration matches payer contract

**Special Payer Projects:** There are times where a payer may process claims as non participation or OON in error over a large period of time. Since the network contract is between the payer and the client, it is the client's responsibility to contact the payer for resolution when this occurs. The payer will often request a "special project" or a detailed listing of all affected claims in order to do a mass, one time reprocessing or claim sweep. Once the client has relayed the information needed for the "special project", Azalea will pull and deliver all available information in the requested format for the claims affected.

**Secondary Aging:** If a patient has a secondary insurance payer on file and the secondary claim did not auto crossover via the primary payer or clearinghouse, Azalea will submit a secondary claim either electronically or if necessary on paper with the primary EOB attached. (see claim generation process above)

- If the secondary payer denies payment, Azalea will work the denial and refile a secondary claim only if new or corrected information can be found in the patient's account. The Client may be sent a Task for information.
- Secondary aged receivables with less than \$20 balance 90 days aging (from primary insurance post date) and older will not be pursued.

## Patient Statement Submission & Patient Call Center

### Division of Labor

- Azalea sends statements to client's patients when they have open balances due.



- To generate a patient statement, the minimum statement balance setting is required to be at least \$5.00 unless otherwise requested by the client.
- Azalea's patient call center phone number will be on each statement. Azalea staff will be available to respond to patient phone calls regarding patient statement balances and related inquiries during normal business hours only. Azalea does not make outbound calls to patients.
- The default frequency of statement generation and submission is once a month. Azalea may send statements more frequently using the "cycle billing" feature. The client shall communicate its preferred policy regarding the frequency of sending patient statements for patients that have a balance due to the client.
- Azalea cannot delay submission of patient statements for Clients to review. Inconsistent patient statement cycles disrupt the patient aging process. Clients can run a Patient Aging report for review prior to patient statement generation. Any concerns or discrepancies must be communicated in advance for Azalea to have a chance at addressing prior to statement generation.
- The client is responsible to provide to Azalea its preferred collection policy to include any specific patient discount programs and adjustment policies stating write-off amounts and aging dates that write-offs are effective
- The client is responsible to provide to Azalea its preferred plan, if any, to allow a patient to make periodic minimum payments rather than require payment in full upon a balance becoming patient responsibility (a "Budget Plan").

**Bad Address & Mail Return Accounts:** When an account statement or other patient correspondence is returned by the post office, Azalea will correct the address on file if provided by the USPS as an updated/forwarding address. Azalea will not contact the patient directly by phone to collect this or any other information. If the return mail is returned as undeliverable with no new address the following steps should be taken:

- Azalea will create a pop up comment alert to warn Client staff and schedulers and request that a new address be obtained in the event the patient returns for another visit or contacts the provider for any reason.
- Client staff will be responsible for removing "Bad Address" patient class and disabling pop up in the event they obtain the corrected patient address directly.
- Client will also be responsible for disabling (and subsequently re-enabling when correct address identified) statements for patients with a bad address on file.
- An active listing of patients with a bad address on file can be found using the Patient Class filters in the Patient List area of Azalea.

## Credit Balance Management

### Division of Labor

- Azalea is responsible for identifying valid vs invalid credit balances within the Azalea system. For valid credit balances, Azalea will determine whether or not the credit is a result of either a patient or insurance overpayment.
- The client is responsible for issuing the refund for credit balances, including completing all necessary accounting paperwork required by their offices to initiate refunds.

**Identifying & Reporting Credit Balances:** Azalea RCM will track overpayments and credit balances on a regular basis and will assign them to the appropriate Encounter Status for clients to consider



issuing refunds. The Azalea system is designed to automatically place credit balance encounters in a HOLD status for review. Azalea will routinely monitor HOLD status encounters to identify posting errors and/or overpayments. All overpayments will be labeled as credits to possibly be refunded regardless of whether a refund has been requested.

- All payments will be applied to the patient's account by line item, with the billing staff verifying that the appropriate patient, service date, and procedures were indicated on the payment. Payments that create a credit on any individual encounter are considered an overpayment or duplicate payment and must be addressed in accordance with the following guidelines:
  - Encounters with overpayments are automatically placed in a HOLD status within Azalea at which time they will be reviewed and assigned to either a Patient or Insurance CREDIT status.
  - For Insurance CREDIT status encounters, the payer entitled to the refund will be identified in the Encounter Comments.
  - For Patient CREDIT status Encounters: Azalea will attempt to transfer to open patient balance items at the time the Encounter is initially reviewed. Client responsible for any other future or recurring transfer protocols not outlined above or below.
  - The client is responsible to refund overpayments. Clients who regularly neglect to refund overpayments or delay in doing so are to be reported to the Account Coordinator or Team Lead/Department Manager who will inform the client of their responsibility and the possible consequences of not issuing appropriate refunds.
  - Azalea will provide clients a detailed list of credit balances due for refunds on a quarterly basis.
  - Clients can obtain credit balance information by either running a Credit Balance Report or by visiting the Encounters section and sorting Encounters or Procedures to reflect current credit balances.
  - Once a refund is issued the credit balance on the appropriate account will be adjusted to reflect the refund. The client is responsible for notifying Azalea when refunds are issued along with the associated refund check/payment details so the appropriate transactions can be posted to reflect the refund.
  - All notes and outcome will be documented on the patient account

### Adjustment Management

**Waivers, Discounts and Financial Hardships:** Azalea does not offer discounts, professional courtesies, or waive copayments or other out-of-pocket expenses unless directed to do so by the Client, who we believe in good faith will arrive at such a decision in accordance with all applicable laws. Routine waivers and discounts are strongly discouraged and are addressed on a case-by-case basis.

- Federal Register Vol. 63 No. 243, December 18, 1998, p. 70143. The OIG issued Compliance Program Guidance for Third Party Medical Billing Companies.
  - 'Billing companies should encourage providers to make a good faith effort to collect co-payments, deductible and non-covered services from federally and privately insured patients. Billing "insurance only" may violate the False Claims Act, the anti-kickback statute, the Civil Monetary Penalties Law, and State laws.'

- ‘Discounts and professional courtesy may not be appropriate unless the total fee is discounted or reduced. In such situations the payer should receive its proportional share of the discount or reduction.’
- Federal Register Vol. 59 No. 65, December 19, 1994, p. 373. Publication of OIG Special Fraud Alerts.
  - A provider, practitioner, or supplier who routinely waives Medicare co-payments or deductibles is misstating its actual charge.’
  - ‘When providers, practitioners, or suppliers forgive financial obligations for reasons other than financial hardship of the particular patient, they may be unlawfully inducing that patient to purchase items or service from them.’
  - ‘Anyone who furnishes items or services to patients substantially in excess of the needs of such patients can be excluded from Medicare and State healthcare programs.’
- Azalea will adhere to the following policies regarding patient balance adjustments:
  - Azalea staff are forbidden from writing-off patient co-payments, deductibles, or other insurance-designated patient balances unless directed to do so by the Client.
  - Financial hardship adjustments are not routine but should be decided on a case-by-case basis, approved and well documented by the Client.
  - The following Standard Adjustments are acceptable when performed in accordance with the accompanying written policies:
    - Contractual Adjustments
    - Out-of-Network Adjustments
    - Charity Adjustments
    - Small Balance Adjustments
    - Bad-Debt Collections adjustments approved by the Client

**Standard Adjustments:** Azalea only adjusts charges in accordance with written policies, which do not violate any applicable laws. Policies regarding charge adjustments are agreed upon with clients prior to implementation.

- **Contractual Adjustments:** See “Insurance Payments” and “Out-of-Network (OON) & Non-Participating Providers” subsections under “Payments” above
- **Out-of-Network Adjustments:** See “Out-of-Network (OON) & Non-Participating Providers” sub-section under main Payments section above.
- **Charity Adjustments:** Clients must communicate participation in programs through which medical services are provided in support of a charitable cause (Save the Children, Breast & Cervical Program, etc.). The Client will be responsible for making Charity adjustments for applicable charges.
- **Small Balance Adjustments:** Azalea does not automatically adjust small outstanding patient balances unless requested by the client. Clients who wish to complete periodic small balance adjustments will be asked to complete and sign an authorization form.
  - [RCM Small Balance Adjustment Authorization Form TEMPLATE](#)
- **Bad Debt Adjustments:** See “Bad Debt & Collections Management” section below.

## Bad Debt & Collections Management

### Division of Labor

- Azalea is responsible for identifying patients who fail to make regular and adequate payments in an attempt to resolve their debt to our clients.



- Azalea is responsible to execute steps to clear the debt including inserting past due warning language on outgoing statements and turning accounts over to partner external collection agencies.
- The Client is responsible for determining, in a timely manner, if a patient balance should be adjusted for Bad Debt and/or sent to an external collection agency
- Azalea is responsible for providing necessary information to partner external collection agencies and adjusting balances in Azalea.

**Bad Debt & Collections Process:** Azalea and client staff will routinely produce account aging reports to identify uncollected balances and/or bad debt. Accounts with uncollected balances greater than 90 days will appear on the Patient Collections and Collection Agency reports in the Azalea system.

- **Definitions**
  - **Bad Debt:** Patient responsible balance due that cannot be obtained for care provided.
  - **External Collections:** Patient Bad Debt adjusted balances may be turned over to a 3rd party debt collector or collection agency at the Client's discretion.
- **Process:** Azalea staff will follow these guidelines when handling bad-debt accounts:
  - The Patient Collection report will be generated on a recurring basis for the client to determine if it is appropriate to complete Uncollectable Debt adjustment and whether or not to turn over to an external collection agency.
    - Note: Clients may elect to adjust and not refer to external collections.
  - **For clients who use a preferred Azalea partner external collection agency:** The Collection Agency report will be saved (concurrently with the Patient Collection report) in Excel format and updated by removing any balances the client has determined - after reviewing the Patient Collection Report or via standard policy- they do not want send to an external collection agency
    - The Collection Agency Excel file - which reflects patient/guarantor demographic and bad debt balance detail information - will be encrypted and password protected before submission to a partner external collection agency.
    - Balances of \$25.00 or less are generally not pursued by external collection agencies and can be written-off to bad debt or small balance adjustment unless the client has indicated otherwise.
    - Bad Debt adjustments are performed.
    - Azalea will assign a Bad Debt Patient Class and a Patient Comment indicating the amount sent to external collections along with the date and name of the external collection agency.
  - **Clients who use a non Azalea partner external collection agency:** Clients will be responsible for producing and delivering the data listed above to external collections.
- Azalea reserves the right to make a bad debt adjustment at the point a balance becomes 180+ days old (from initial statement date) and there are no indications the patient is on a payment plan or making an effort to resolve. These balances will not be sent to an external collection agency unless approved to do so by the Client.



- **Neither clients nor employees are allowed to discriminate.** The same procedures and criteria should be used for all patients when making the determination to write-off a balance to bad debt.
- **Post Bad Debt Adjustment Activities:**
  - Once balances have been adjusted off as Uncollectible Bad Debt and sent to external collections they should not be reversed unless the Client has requested the balance be returned from the external collection agency.
  - Payments made on balances sent to external collections should not be posted into Azalea either by Azalea staff or by the Client. These payments will instead be posted within the external collection agency system and reflected on subsequent reports for clients to post within their accounting system (not Azalea).
  - Clients who wish to see collection agency activity and balance information will be directed to the partner external collection agency web portal to view this information.
  - In the event a patient pays Client directly for balances sent to External Collections:
    - Client can notify External Collection agency directly or Task Azalea who will notify preferred collection agency of the collection
    - Client is responsible for modifying the patient account including Pop up comments reflecting these payments
  - For balances adjusted as Bad Debt that were not sent to an external collection agency: Clients are responsible for making payments and adjustments against those items.

**RHC Medicare Bad Debt:** Client is responsible for understanding and following Medicare policy as it relates to RHC Medicare Bad Debt adjustments and cost reporting criteria. Clients must approve/confirm any Medicare Bad Debt adjustments prior to Azalea making the actual adjustment.

### Closed Periods

**Purpose:** Closing periods is a vital aspect of the revenue cycle and ensures the integrity of the financial data within each account. RCM service fee invoicing is based on closed period reporting totals. Each month will be closed within the first 8 calendar days of the following month at the latest unless agreed upon in advance in writing. Only Azalea RCM staff are authorized to close and/or re-open periods.

#### **Before closing any periods the following tasks must be completed:**

- Post and reconcile all payments & adjustments for the period
- Review and apply any Unapplied Payments belonging to the period
- Complete all charge entry for service dates that fall within the period to be closed
- Review encounters in a HOLD status with a credit balance for the period to be closed to make any necessary changes or corrections

Azalea will ensure all received payments for a given time period are processed prior to the period being closed as long as they are received within a reasonable time frame and in accordance with Payments section above.

### Standard Production Reports & Azalea Analytics

#### Division of Labor



- Azalea is responsible for sending a monthly report reflecting total Charges, Payments, Adjustments and procedure volume to go with the monthly invoice.
- Azalea is responsible for producing performance reports reflecting Key Performance Indicators and benchmarking using Azalea Analytics.
- Clients are responsible for producing their own standard reports available within the main Azalea application.
- Clients are responsible to communicate any particular interest or concern that they would like to analyze in report form. Azalea will determine if a requested report is reasonably producible via Azalea Analytics.
- **RVUs:** Azalea performs annual RVU syncing which updates RVU data to the most current year unless otherwise requested by client.

**Azalea Analytics:** The Azalea Analytics tool provides custom Ad Hoc reporting along with custom dashboard and scorecard reporting with Key Performance Indicators, trending and benchmarking tools.

- The Analytics tool will be used by Azalea to provide financial and operational insights into RCM performance. These reports can be generated and sent to the client on a recurring basis or as needed.
- If a requested report cannot be generated via Azalea's standard reporting, Azalea will determine if a customized report can be created via Azalea Analytics. If Azalea determines additional development work is required to produce the custom report, the client will be asked to pay an additional fee.
- Additional fees will apply for clients who request direct access to the Analytics tool to build and generate their own reports.
- Azalea cannot guarantee turn around times on custom report creation and delivery. Deliverables may vary depending on the size and scope of data included in the report.

**Closed Period Reports:** Azalea cannot guarantee short turnaround times on report deliverables upon closing for clients wanting a specific set of reports generated and submitted by a certain deadline post closing. For these situations, clients will be responsible for their own report generation.

### Miscellaneous Billing and Claims Scenarios

- **Paper Correspondence:** The client is responsible to maintain copies or originals of all paper correspondence supplied to Azalea during the term of the Billing Services Agreement and for a period of (7) years thereafter so that at no time will Azalea possess data that is not simultaneously maintained in Client's own office or storage facility. Azalea shall have the right to maintain copies of all patient information supplied by Client.
- **Rural Health Clinics (RHC), Federally Qualified Health Clinics (FQHC) & other hospital owned practices**
  - Azalea can provide at the client's request data needed to complete annual and quarterly cost reporting.
  - The client is responsible for completing their own annual and quarterly costs reports.
  - Provider-Based (hospital owned) RHC clients will coordinate with Azalea to provide limited access to clearinghouses utilized for applicable remittances. The purpose would be to create an ERA parse routine to separate clinic from hospital 835 ERA data to be autoposted into Azalea. Direct SFTP connections are recommended.

- **Medical Record Audits:** Azalea does not process or respond directly to medical records audits on behalf of clients as part of its RCM services. Azalea will only submit medical records if it is required or requested by the payer for claim reimbursement.
- **Courtesy Billing:** Courtesy billing covers the scenario where the client is not participating with a commercial payer but will offer to submit a claim to the payer and then immediately transfer the balance to the patient. Managing this type of process for patients is not included in the standard scope of RCM services. Azalea recommends creating a SELF PAY encounter to record the charges and producing a “detailed encounter receipt” for the patient to use for reimbursement.
- **Foreign Payers:** Azalea cannot send claims or patient statements to payers or addresses outside of the United States. Working with foreign payers or addresses is not included in the standard scope of RCM services.
- **Institutional claims:** Azalea RCM services include submission of institutional claims for Rural Health Clinics (RHCs), Provider Based Clinics (PBC) and Ambulatory Surgery Centers (ASCs) using the ambulatory Azalea platform. Azalea ambulatory software and RCM services cannot support hospital facility billing.
- **Corporate Contract or Invoice billing:** Billing services related to corporate contracts or legal contracts are not included in Azalea RCM services. Creation, submission, posting and follow up related to Corporate or Legal Contract billing is the client’s responsibility.
- **Legacy Balances and Charges:** The client must notify Azalea’s implementation team if they want to carry forward patient balances or legacy charges for service dates prior to the go live date in Azalea. Azalea will provide detailed instructions on what information is needed in order to complete these requests whether its patient balance transfers or encounter balance transfers. The client can choose to either manually input these or pay an additional data entry fee for Azalea to manually input. Azalea does not recommend carrying forward legacy balances or charges unless there are no other options available. Azalea will not accept legacy charges past the payers timely filing limit. For legacy charges where a claim has already been sent to the payer via legacy system: Azalea reserves the right to charge its full RCM rate against subsequent payments posted in Azalea.
  - Note: Legacy charges entered into Azalea with increase Days in AR calculations in Azalea
  - [Azalea Best Practices - Transferring Insurance Balances \(RCM account\)](#): For Azalea use only
  - [Azalea Best Practices - Transferring Patient Balances \(RCM account\)](#): For Azalea use only
- **SaaS to RCM Conversions:** Azalea Software as a Service (SaaS) clients may elect to add Azalea RCM services at any time. When that occurs the client may request that Azalea take ownership of legacy data. Legacy data is defined as any data fields created in Azalea prior to RCM services go live. Please see [Azalea SaaS to RCM Conversion Policy](#) (For Azalea use only) for more details.
- **Regulatory Billing & Reporting:** Clients are responsible for monitoring and adding their own regulatory specific coding. If reports are required from payers to supplement or replace claim submission for reimbursement the client must notify Azalea in advance. Azalea will separately assess whether it has the ability to support requested reporting . Additional fees may be required.
- **Tasking groups:** Tasking is Azalea’s preferred method of communication for day to day issues related to unbilled encounter backlogs, unapplied payments, denials and AR. Both Azalea and the client are expected to use the Tasking feature to address day to day issues for specific claim or patient account situations.
- **Tertiary Billing:** Azalea RCM does not facilitate tertiary claims, rules or formats. The client is responsible for processing any tertiary claims.
- **Unsupported Formats:** For some situations or services, payers may have custom claim forms or requirements for claim submission unsupported by the Azalea platform. The client is responsible for submitting claims with unsupported formats. Azalea does not guarantee support for any claim



formats besides the CMS-1500 and UB-04. Azalea does not facilitate tertiary claims, rules or formats.

- **Web Portals:** Azalea will request access to third-party web portals such as a payer's website, on the client's behalf. Work completed through these web portals may include (but are not limited to): EDI/EFT enrollments, claim status, claim denial research, duplicate remittance download and appeals. In order for Azalea to obtain the level of access necessary to properly execute on RCM service commitments, the client may be asked to provide Azalea with access. On occasion the client may be asked to provide Azalea with a group or provider's username and password for the web portal. By doing this, the client is granting Azalea permission to access the account on its behalf as an approved business associate. When credentials need to be updated and the portal allows it, Azalea may perform these updates and will notify clients of the change.
- **Workers Compensation (WC) and Motor Vehicle Administration (MVA) Payers:** Azalea will submit Workers Comp or Motor Vehicle claims electronically when possible, or on paper. Azalea will not negotiate reimbursement, file liens, or charge interest or penalties. The Client is responsible for providing all necessary WC and/or MVA employer, payer and case information. Azalea cannot be responsible for payment if these details are not received.

## Off-Boarding Period

### General Policy

Azalea Health understands there are circumstances in which our clients need to terminate their Billing Service Provider Agreement. Upon termination of your RCM Services Agreement, you may enter into an "Off-Boarding Period" during which Azalea RCM will continue to provide select services on legacy accounts receivable (A/R) to provide for an orderly transition.

If the Client does not want an Off-Boarding Period, Azalea has the right to enforce the RCM "Final Fee" as outlined in the Master of Service Agreement

***During the Off-Boarding Period, the rights and obligations of the Parties will be changed as follows:***

- Clients will have access to Azalea software in the same manner and under the same conditions as under the Billing Provider Service Agreement and Master of Service Agreement
- No monthly RCM minimum fees will apply during the Off-Boarding Period. Software fees may apply.
- No minimum RCM service commitments or turn around times will apply during the Off-Boarding Period.
- Standard Off-Boarding periods cover a period of 90 days. Longer or shorter time periods generally depend on the amount of aged receivables pending collection at the time of termination.
- Azalea cannot guarantee payment on all aged receivables during the Off-Boarding Period and may not agree to all requests to extend Off-Boarding Periods dates.
- Clients must notify Azalea in advance of any third party services that are no longer needed and need to be disabled during the Off-Boarding Period. Interfaces with third party trading partners may be disabled.
- **Off-Boarding Notice:** Clients will be presented with an official Off-Boarding Notice that outlines the above plus additional details on RCM services being performed and fees associated . Any changes to the Off-Boarding Notice must be agreed upon in writing by both parties.



- **Encounter Alerts and Claim Rules:** When the Off-Boarding Period expires, the client will become responsible for maintaining all billing settings and configurations including any Encounter Alert and Claim Rules previously created by Azalea staff. The client will be responsible for disabling or modifying Alerts and Rules as necessary after the Off-Boarding Period ends.

## Appendix: Summary Table of RCM Service Model

*Azalea/CLIENT Responsibilities & Scope Table - Internal use only*

| RCM Scope of Services        | Included in RCM Scope of Services  | To be provided by Client  |
|------------------------------|--|---|
| Patient Registration         |  | <ul style="list-style-type: none"> <li>● Appointment scheduling</li> <li>● Appointment reminders</li> <li>● Patient demographic and insurance data entry,</li> <li>● Eligibility &amp; benefit verification</li> <li>● Prior authorizations</li> <li>● Patient check in/out</li> <li>● Collection of patient health history</li> <li>● Collecting patient co-pays and outstanding balances at time of service.</li> </ul> |
| Contracting & Credentialing  | <ul style="list-style-type: none"> <li>● Update Client account configurations and claim settings to match payer contracts</li> </ul>   | <ul style="list-style-type: none"> <li>● Establish and maintenance of payer contracts</li> <li>● Contract negotiation</li> <li>● Credentialing related activities</li> <li>● Provide details of par vs non par payers</li> <li>● Provide contract related details for client account configuration and claim settings</li> </ul>  |
| Charge Entry & Coding        | <ul style="list-style-type: none"> <li>● Situational feedback and advice as requested by the client or to address coding related denials</li> </ul>  | <ul style="list-style-type: none"> <li>● Charge entry</li> <li>● Diagnosis and procedure coding</li> <li>● Documentation review/validation</li> <li>● Coding audits</li> </ul>  |
| Claim Scrubbing & Submission | <ul style="list-style-type: none"> <li>● Scrubbing encounters via Encounter Edits and Alerts</li> <li>● Submitting claims electronically or paper claims only when electronic claim submission is not available</li> <li>● Submitting claim attachments either on paper or electronically as needed</li> <li>● Process all clearinghouse rejections and subsequent corrected claims</li> </ul> | <ul style="list-style-type: none"> <li>● Provide Azalea with accurate and complete credentialing and claim configuration information</li> <li>● Provide resources to research and respond to Azalea requests for information on claim backlogs</li> <li>● Provide updated patient registration, coding/charge entry related to EDI rejections</li> </ul>  |
| Claim Rules                  | <ul style="list-style-type: none"> <li>● Build and maintain Claim Rules</li> </ul>   | <ul style="list-style-type: none"> <li>● Sign Claim Rule Authorization forms acknowledging parameters are accurate</li> </ul>   |



| RCM Scope of Services                         | Included in RCM Scope of Services   | To be provided by Client  |
|---|---|---|
| Clearinghouse Services, EFT & EDI Enrollments | <ul style="list-style-type: none"> <li>• EDI enrollment and maintenance activities related to electronic claims and remits</li> <li>• Maintaining electronic payer connectivity via RCM service preferred clearinghouse</li> <li>• Maintenance of EDI payer IDs for both professional and facility claim formats</li> <li>• Assist (resources permitted) completion of new EFT enrollments for payers actively sending paper checks or via VCC</li> </ul>   | <ul style="list-style-type: none"> <li>• Subscribe to Azalea’s preferred RCM clearinghouse for both electronic claims and remits</li> <li>• Complete/provide information necessary for EDI enrollments</li> <li>• Provide logins needed for EDI/ERA/EFT setup</li> <li>• Update existing EFT enrollments between different financial institutions</li> <li>• Shared Tax ID: facilitate a parsed remit account from non-preferred clearinghouse</li> </ul>   |
| Payment Processing                            | <ul style="list-style-type: none"> <li>• Posting payments to the appropriate Encounters and patient accounts</li> <li>• Post payments within 5 business days of receipt</li> <li>• Ensure payments fully posted and balanced</li> <li>• Post according to the EOB</li> <li>• Post with deposit date (if provided), otherwise check or EFT date will be used</li> <li>• Notify client of missing payments or missing remittance details</li> <li>• Post missing payments that are not validated by the client after 90 days of initial notification</li> </ul> | <ul style="list-style-type: none"> <li>• Provide daily deposit details for Azalea to use when posting</li> <li>• Processing virtual credit cards (VCC) prior to sending to Azalea</li> <li>• Provide scanned copies of paper remits and billing related correspondence to assigned Azalea Documents folder</li> <li>• Confirm missing payments as missing remittances as requested by Azalea</li> <li>• Follow up with Payers directly as it relates to contract underpayments or disputes</li> </ul> |
| Merchant Services                             | <ul style="list-style-type: none"> <li>• Payments processed via preferred merchant services vendor with direct integration will be automatically routed into Azalea for posting.</li> </ul>   | <ul style="list-style-type: none"> <li>• Payments processed via non direct integration or via non-preferred merchant services vendor: Client is responsible for direct payment entry into the Unapplied Payments section</li> </ul>   |
| Unapplied Payments                            | <ul style="list-style-type: none"> <li>• Apply Unapplied Payments to correct Encounter charges prior to statement submission and monthly close</li> </ul>   | <ul style="list-style-type: none"> <li>• Create Unapplied Payments for patient payments and indicate type or status (TOS, POA, Deposit)</li> <li>• Apply Unapplied Payments for charges on Self Pay status Encounters</li> </ul>  |
| Denials & AR Management                       | <ul style="list-style-type: none"> <li>• Determine denial reasons and taking appropriate action to resolve</li> <li>• Prepare and submit corrected claims, claim reconsideration request, and appeals</li> <li>• Review refund requests to see if appropriate action can be taken to file a new, corrected claim or</li> </ul>  | <ul style="list-style-type: none"> <li>• Provide access to payer web portals for claim status follow up for denied claims and general AR follow up</li> <li>• Provide resources to research and respond to Azalea inquiries related to unpaid AR</li> <li>• Provide updated patient registration, coding/charge</li> </ul>  |



| RCM Scope of Services                              | Included in RCM Scope of Services   | To be provided by Client  |
|--|---|---|
|  | <ul style="list-style-type: none"> <li>• appeal</li> <li>• Apply Encounters class indicating AR that can no longer be pursued.</li> </ul>   | <ul style="list-style-type: none"> <li>• entry related to denials</li> <li>• Provide additional, supplemental documentation not available in Azalea for claim corrections and re submissions</li> <li>• Review unresolved AR for potential adjustment, balance billing</li> </ul> |
| Appeals  | <ul style="list-style-type: none"> <li>• Prepare and process appeals on the client's behalf as necessary and based on payer billing and reimbursement guideline</li> <li>• Second level appeals will not be pursued if the original appeal is upheld unless the client presents new or compelling evidence</li> </ul>   | <ul style="list-style-type: none"> <li>• Provide additional information, rationale or assistance to assist Azalea with basis for appeal and supporting evidence</li> </ul>  |
| Secondary Aging                                    | <ul style="list-style-type: none"> <li>• Submit a secondary claim either electronically or if necessary on paper with the primary EOB attached. (see claim generation process above)</li> <li>• Work secondary denials only if new or corrected information obtained</li> <li>• Will not pursue Secondary aged receivables with less than \$20 balance 90 days aging</li> </ul> | <ul style="list-style-type: none"> <li>• Provide updated patient information as needed related to secondary claim denials</li> </ul>  |
| Out-of-Network (OON) & Non-Participating Providers | <ul style="list-style-type: none"> <li>• Will not pursue OON denial unless its related to standard adjudication reasons</li> <li>• Update client configuration and claim settings as needed to reprocess claims denied as OON in error</li> </ul>   | <ul style="list-style-type: none"> <li>• Provide copy of network participation contract or proof of network status</li> <li>• Confirm claim configuration matches payer contract</li> </ul>   |
| Special Payer Projects                             | <ul style="list-style-type: none"> <li>• Process and prepare available information in the requested payer format for the claims affected in special project or claim sweep payer request</li> </ul>   | <ul style="list-style-type: none"> <li>• Contact payer directly for contract related disputes affecting multiple encounters or claims</li> <li>• Obtain special project parameters from the payer</li> </ul>  |
| Patient Statement Submission & Patient Call Center | <ul style="list-style-type: none"> <li>• Sends statements to patients when they have open balances due</li> <li>• Include patient call center phone number, chat link on each statement</li> <li>• Respond to inbound patient statement inquiries via phone or chat from patients during normal business hours</li> </ul>   | <ul style="list-style-type: none"> <li>• Communicate preferred statement cycle frequency</li> <li>• Communicate preferred patient collection policy, discount programs, and payment plan options</li> </ul>   |



| RCM Scope of Services              | Included in RCM Scope of Services   | To be provided by Client  |
|------------------------------------|---|---|
| Bad Address & Mail Return Accounts | <ul style="list-style-type: none"> <li>Update patient address on file when change of address information has been provided by post office</li> </ul>  | <ul style="list-style-type: none"> <li>Obtain and update patient account with address information for bad address, returned mail</li> </ul>   |
| Credit Balance Management          | <ul style="list-style-type: none"> <li>Identify valid vs invalid credit balances within the Azalea system</li> <li>Correct invalid credit balances</li> <li>Place valid credits into either a Patient or Insurance Credit Encounter status</li> <li>Post refund transactions</li> </ul>   | <ul style="list-style-type: none"> <li>Provide resources to issue refunds or initiate withholdings</li> <li>Notify Azalea when refunds are issued along with refund transaction details</li> </ul>  |
| Adjustment Management              | <ul style="list-style-type: none"> <li>Does not offer discounts, professional courtesies, or waive copayments, out-of-pocket expenses unless directed by client</li> <li>Does not automatically adjust small outstanding patient balances unless requested by client</li> </ul>   | <ul style="list-style-type: none"> <li>Communicate adjustment preferences and parameters for non-contractual adjustments</li> <li>Complete and sign small balance authorization form as needed</li> </ul>   |
| Bad Debt & Collections Management  | <ul style="list-style-type: none"> <li>Provide reports to client to identify uncollected patient balances 90+ days old</li> <li>Submit patient collection files to preferred collection agency</li> <li>Complete adjustments and update patient accounts</li> <li>Communicate with preferred collection agency regarding patient disputes and client cancellation requests</li> </ul> | <ul style="list-style-type: none"> <li>Review patient balances eligible for collections and determine whether to adjust and send to collection agency</li> <li>Submit patient collection files to non preferred collection agency</li> <li>Communicate with non preferred collection agency regarding patient disputes and client cancellation requests</li> <li>Understand, follow Medicare policy as it relates to RHC Medicare Bad Debt adjustments and cost reporting criteria</li> </ul> |
| Closed Periods                     | <ul style="list-style-type: none"> <li>Close monthly within the first 8 calendar days of the following month at the latest unless otherwise agreed upon</li> <li>Post and balance payments and adjustments prior to close</li> <li>Review and process unapplied payments and unworked credit balances prior to close</li> </ul>   | <ul style="list-style-type: none"> <li>Complete all charge entry for service dates that fall within the period to be closed</li> <li>Provide all payment details in a timely fashion in order to post prior to close</li> </ul>   |
| Standard Production Reports        | <ul style="list-style-type: none"> <li>Provide monthly report reflecting total Charges, Payments, Adjustments and volume data to go with invoice</li> </ul>   | <ul style="list-style-type: none"> <li>Produce standard reports available within main Azalea application</li> </ul>   |
| Azalea Analytics                   | <ul style="list-style-type: none"> <li>Produce high level performance and ad hoc reports reflecting performance, KPIs and</li> </ul>  |   |



| RCM Scope of Services   | Included in RCM Scope of Services   | To be provided by Client  |
|---|---|---|
|   | <ul style="list-style-type: none"> <li>benchmarking using Azalea Analytics</li> </ul>   |   |
| Rural Health Clinics (RHC)  | <ul style="list-style-type: none"> <li>Provide at the client's request data needed to complete annual and quarterly cost reporting</li> </ul>       | <ul style="list-style-type: none"> <li>Complete annual and quarterly costs reports</li> <li>Provider-Based RHCs will facilitate access to clearinghouses utilized for applicable remittances</li> <li>Understand, follow Medicare/Medicaid policy as it relates to RHC Medicare Bad Debt adjustments and cost reporting criteria</li> </ul>   |
| Workers Compensation (WC) and Motor Vehicle Administration (MVA) Payers | <ul style="list-style-type: none"> <li>Submit WC and MVA claims on supported formats electronically or on paper</li> </ul>                          | <ul style="list-style-type: none"> <li>Provide WC, MVA employer, payer and case information</li> <li>Negotiate payment, charge interest or file liens</li> </ul>  |
| Miscellaneous Billing and Claims Scenarios                              | <ul style="list-style-type: none"> <li>Use Tasking feature to address day to day issues for specific claim or patient account situations</li> </ul> | <ul style="list-style-type: none"> <li>Use Tasking feature to address day to day issues for specific claim or patient account situations</li> <li>Medical record audits</li> <li>Courtesy billing</li> <li>Foreign payers</li> <li>Corporate Contract or Invoice billing</li> <li>Filing claims on unsupported formats</li> <li>Regulatory Billing &amp; Reporting</li> <li>Tertiary Billing</li> </ul> |