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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 management 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 management 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) ensure 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.
- **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.
• **Courtesy Discounts and Waivers of Co-Payments:** Azalea Health Innovations, Inc 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.

• **Honesty:** Azalea Health Innovations, Inc 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 Health Innovations, Inc will be cooperative and forthcoming in any government inquiries, including audits, questioning and reviews.

• **Financial Interests:** Azalea Health Innovations, Inc’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 Health Innovations, Inc 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 Health Innovations, Inc is not to be communicated outside of the company by any employee without explicit written authorization of the administration.

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**Violations of Standards of Conduct**

Violations of Azalea’s standards of conduct must be promptly reported to the RCM Operations Manager and HR. If the RCM Operations Manager or another administrative member 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.
Access to Patient Information

General Policy
Access to a patient’s billing record must be treated with utmost respect, confidentiality and according to the principle of least privileges. Access to both paper and electronic medical records is limited to only those employees for whom the information is necessary for the completion of job duties. Upon hiring a new employee, Human Resources requests the appropriate user access set-up according to the employee's job description.

Procedure
- It is the responsibility of the Systems Administrator to manage Azalea's computer systems, including all linkages to external systems, so that access to patient health information is not unduly obtained and to ensure compliance with the security standards documented herein.
- It is the responsibility of the Systems Administrator to regularly review the security controls of the billing systems to ensure that they are all functioning properly.
- It is the responsibility of the Systems Administrator to review all audit reports and note any suspicious activity.
- Audit records shall be kept at least six months and custodians shall periodically review them for evidence of violations or system misuse.
- The Systems Administrator must periodically review user access privileges. If a user changes positions or is terminated, Human Resources immediately informs the System Administrator to either modify access or remove identification codes and passwords from Azalea’s computer systems when users no longer require access.
- Access to patient records may be obtained only by those employees who have been specifically authorized.
- Incidents or suspicions of unauthorized access to patient information should be recorded and reported to the HIPAA Compliance Officer.
Workstations

Rules Governing the Use of Workstations

● The use of Azalea’s information systems or data for personal business or gain is strictly prohibited.

● Employees are prohibited from unauthorized browsing of patient, personnel, financial, or other records for the purpose of personal curiosity or with the intent of improperly disclosing the information contained in those records.

● Every employee will receive a unique username and password for accessing Azalea’s computer systems. Employees should use their own username and password when performing their regular job duties.

● Usernames and passwords should not be shared except under special circumstances approved by the Systems Administrator.

● Employees are prohibited from listing their username and password on their monitors, under their keyboards, or in any other obvious location.

● Employees should log out when they are not using the practice management system. Workstations will require a password protected login anytime a workstation is idle for more than 15 minutes.

● Employees are prohibited from leaving their workstation unattended with confidential information displayed on the monitor.

● Employees are prohibited from installing unauthorized or illegally-copied software on any workstations.

● Employees are prohibited from altering or removing any software or data on any of Azalea’s computer systems, except in the course of performing authorized business functions.

● Employees are prohibited from interfering with the operation of any of Azalea’s computer systems or using an Azalea workstation to disrupt any external computer system.
Claim Generation Process

Procedure

Each employee will assure the following claims processing activities are not participated in:

- 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 application or via third party interface or;
- 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)

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 reviewed for patient demographic or charge entry errors or corrections
- The patient information will be corrected or missing info requested as needed.
- The encounter information corrected or updated as needed.
After all of the encounters are reviewed, an individual claim or batch of claims will be generated and saved as a permanent part of the billing record.

Insurance claims are filed and submitted to the insurance in one of the following ways:

- Submitted electronically to a clearinghouse
- Submitted electronically directly to the carrier
- Printed on a CMS-1500 claim form with attached records and mailed or securely faxed to the carrier
Waivers, Discounts and Financial Hardships

General Policy
Azalea does not offer discounts, professional courtesies, or waive co-payments or deductible unless directed to do so by our client, who we believe in good faith will arrive at such a decision in accordance with all applicable laws. Waivers and discounts are strongly discouraged with our clients and are addressed on a case-by-case basis.

Regulatory Requirements
- ‘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.’

- 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.’

Procedure
Azalea will continuously work to inform clients of the laws governing balance adjustments. In addition the following practices will be carried out:
- Clients will be encouraged to make good faith efforts to collect all patient co-payments, deductibles and other amounts due by the patient or responsible party.
- Clients who continually engage in questionable practices will be reported to the RCM Operations Manager who will evaluate their activities and determine the appropriate steps for resolving the issue or discontinuing services to the client.

Employees will always adhere to the following policies regarding patient balance adjustments:
- Employees are forbidden from writing-off patient co-payments, deductibles, or other insurance-designated patient balances unless directed to do so by the provider.
Financial hardship adjustments are not routine but should be decided on a case-by-case basis, approved by an account manager, and well documented.

The following Standard Adjustments are acceptable when performed in accordance with the accompanying written policies:

- Contractual adjustments
- Out-of-network adjustments
- Rebilling fee adjustments
- Charity adjustments
- Transfer of balances between accounts or to collections
- Bad-debt adjustments approved by the provider
Standard Adjustments

General Policy
Azalea Health Innovations, Inc only adjusts charges in accordance with written policies, which do not violate any applicable laws. Policies regarding charge adjustments are agreed upon with our clients prior to implementation.

Contractual Adjustments
Employees are empowered to adjust charges in accordance with contracts between our clients and payers. The following guidelines must be followed:

- Contractual adjustments should reference the relevant contract.
- Charges are not to be entirely written-off without the authorization of an account manager.
- Charges are not to be reduced below the Medicare allowable for any charge (with the exception of other state or federal programs such as Medicaid, Champus, and Workers Compensation).
- Special circumstances causing an adjustment (such as timely filing) should be indicated in the billing record.

Out of Network Adjustments
Azalea recognizes that our clients are unable to contract with every insurer. Some clients feel that patients who have coverage through a non-contracted payer should not be denied the reduced allowable that contracted payers are afforded. For these providers we have recommended a fixed out-of-network allowable to be used for all non-contracted payers. In an effort to make the allowable fair we use it in accordance with the following guidelines:

- To avoid violating Medicare regulations the allowed amount must be greater than the Medicare allowable.
- To avoid discrimination the allowed amount must be applied the same for all out-of network payers.
- To avoid violating the Stark II laws the allowable can’t be used as an incentive or kickback to attract patients.
- To avoid conflicts with existing contracts the adjustment can’t be used along with, or in place of, an existing contractual adjustment.

Rebilling Fees
Some clients have authorized Azalea to add a rebilling fee to offset the expense of continual rebilling on accounts that are routinely delinquent. These adjustments to the patient balance will occur under the following conditions:

- The client has authorized the use of rebilling fees.
- A patient has neglected to pay after having been sent 3 or more statements.
- An account does not receive more than one rebilling fee per month.
Charity Adjustments
Azalea is aware that our clients participate in programs through which medical services are provided in support of a charitable cause (Save the Children, Breast & Cervical Program, etc.). The charge for these services will be adjusted to reflect any terms agreed upon by the provider.

Bad Debt Adjustments
Employees are expected to make every effort to get a balance paid before transferring the balance to collections and/or making a bad debt adjustment. When all efforts to collect a balance have been exhausted employees are authorized to transfer balances to collections and/or make bad debt adjustments in accordance with the following guidelines:

- Providers must authorize the account to be sent to collections and/or make bad debt adjustments either on a case-by-case basis or through a written policy.
- Rebilling fees can be negotiated, reduced, or written-off entirely to bad debt.
- Balances of $25.00 or less can be written-off to bad debt or small balance adjustment unless the provider has indicated otherwise.
- Balances greater than $25.00 will only be written-off if directed to do so by the provider or at the point they become 180+ days old with the patient making no effort to resolve.
- On the Azalea system the Patient Class should indicate a Bad Debt status and an pop up comment should be added to warn schedulers and front desk staff.
- 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.
Bankruptcy

General Policy
Billing staff are expected to adhere to all legal requirements regarding the handling of bankruptcy accounts. The following guidelines should always be followed:

● When a notice of bankruptcy filing is received all pertinent information should be noted on the patient account and a copy of the notice should be saved in the Patient’s Documents section of Azalea.
● On the Azalea system the Patient Class should indicate a Bankruptcy status and an pop up comment should be added to warn schedulers.
● The patient should not receive calls or letters while a bankruptcy is pending.
● If a Discharge is received any balances incurred prior to the bankruptcy filing date should be written off.
● If a Dismissal is received the notice should be saved in the Patient’s, Documents section of Azalea, the account should be noted, and the Patient Class should be restored or removed from Bankruptcy status.

Mail Return Accounts

General Policy
When an account statement or other patient correspondence is returned by the post office an attempt should be made to find the correct address using pre-approved online resources. Billing specialists are not to contact the patient directly by phone to collect this or any other information. If the attempt to find a corrected address online is successful, the patient account should be corrected and a note should be made on the patient’s account. If the billing specialist is unable to resolve the address problem the following steps should be taken:

● A pop up comment alert should be created to warn schedulers and request that a new address be obtained in the event the patient returns for another visit or calls the provider for any reason.
● The Patient Statements status in the patient's or patient's guarantor's demographics should be updated to “Disabled” to stop future statements from being mailed until the correct address is obtained.
● The undelivered mail information should be forwarded to the client in a final attempt to attain corrected information. If the client is unable to resolve the problem they must make a determination regarding the handling of the debt.
Bad Debt & Collections

**General Policy**
Billing staff will routinely produce account aging reports to identify uncollected balances and/or bad debt. Bad debt balances over $25.00 will be reported to the client for determination about future action.

**Definitions**
*Bad Debt*: Remaining balance due on an account after an insurer and/or individual has been billed with no response in payment.

*External Collections*: After all resources have been exhausted, remaining account balances may be turned over to an outside collection agency at the client’s discretion.

*Standard Adjustments*: Amounts added or subtracted to the account balance to reflect charge corrections, allowable amounts, or payment arrangements.

*Write-Off*: Amount subtracted from an account after the debt has either been either forgiven by the provider or transferred to external collections.

**Procedure**
Billing staff will follow these guidelines when handling bad-debt accounts:

- Aging reports are run on a recurring basis to identify outstanding balances.
- Accounts with uncollected balances greater than 90 days will appear on the Patient Collections and Collection Agency reports in the Azalea system.
- The Patient Collection report will be forwarded to the client to determine if it is appropriate to turn over to external collections.
- 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 - 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 external collection agency.
- Bad Debt adjustments are performed. See “Bad Debt Adjustments” section above.
- All notes and outcomes are documented on each patient account.
Identifying and Reporting Credit Balances

**General Policy**
Billing staff will track overpayments and credit balances on a regular basis and will label them appropriately in Azalea for clients to consider issuing refunds. The Azalea system is designed to place credit balance Encounters in a HOLD status for review. Azalea will routinely monitor HOLD status encounters to identify overpayments that were overlooked when originally applied. All overpayments will be labeled as credits to possibly be refunded regardless of whether a refund has been requested.

**Procedure**
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.
- 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 Operations Manager who will inform the client of their responsibility and the possible consequences of not issuing appropriate refunds.
- For Insurance CREDIT status encounters, the payer entitled to the refund will be identified in the Encounter Comments.
- 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.
- All notes and outcome will be documented on the patient account.
Patient Rights

- **Right to Privacy**: Relevant patient information may only be disclosed to those directly involved in the care of the patient, for the payment of services as authorized by the patient, for the protection of the public health as provided by law, or for any other purposes authorized by the patient or required by law.
- **Right to Review Information**: Patients are entitled to know which information about them is in the possession of Azalea Health Innovations, Inc and are entitled to review that information.
- **Right to Clear and Complete Presentation of Information**: When requested, information will be presented to the patient in the most complete and understandable format available to us. We will accommodate special requests to the best of our abilities.
- **Right to Amend and Correct Information**: Information cannot be deleted, but erroneous information can be marked as such and correct information amended.
- **Right to Restrict the Use and Disclosure of Specific Information**: The patient has the right to segment information and block the release of specific information so that only necessary information is shared. It is our responsibility to identify and explain consequences of such blockage.
- **Right to an Accounting for Disclosures of Information**: The patient has the right to know which individuals, organizations, and government agencies have authority to access, and have actually gained access to, specific information.
- **Right to Protection of Information Released to Third Parties**: Azalea Health Innovations, Inc requires that third parties also maintain a commitment to protection in order for us to release information to their organization.

Patient Access to Health Information

**General Policy**
It is our policy to respond to information requests in a professional and timely manner. We maintain patient information in our billing records that is sometimes needed in addition to medical records contained in our client's charts. When the proper authorization is received and documented the information is disclosed without delay.

**Procedure**
An individual will be allowed access to pertinent health information from our billing records in accordance with the following guidelines:
- A written request must be received along with a signed authorization from the patient, guardian, or next-of-kin.
- Requests and resulting actions must be noted in the patient’s account.
- Requested information must be disclosed to the requesting party within 30 days of authorization.
Patient Amendment to Health Information

General Policy
Azalea Health Innovations, Inc does not respond directly to HIPAA-based requests for amendment of records by individuals. We maintain the information in our billing records in congruence to the records maintained by our clients. Under HIPAA Rule our organization is not required to amend such information as directly requested by the patient.

Definitions
Amendment – To add information to an existing record that either provides additional information, clarifies or corrects existing information, or provides an alternative view with respect to information that we have compiled about a patient.

Procedure
● All individuals requesting amendment should be instructed to contact our client’s (their provider’s) office.
● If we are informed by our client, in writing, of an amendment to a billing record we will carry out the request without delay.
● All amendments are to be documented within the appropriate account in our billing system.
Use and Disclosure of Protected Health Information

General Policy
Azalea Health Innovations, Inc is responsible for maintaining and securing health information that is stringently protected by federal law and this duty is taken very seriously. In the course of normal business operations it may become necessary to use or disclose health information under our protection. In such situations it is mandatory that a valid authorization from the patient be provided before any protected health information (PHI) is released, except as provided for by federal regulations. The authorization must have been obtained from the patient, legal guardian, or next-of-kin. It is our policy to fulfill such requests for information within 30 days of receipt of a valid authorization for release.

Procedure
Release of protected health information will occur only within the following guidelines:

- Prior to any disclosure of PHI an Authorization for Release of Information form must be complete and signed by the patient, legal guardian or next of-kin. The form must contain:
  - Name or other specific identification of the person(s) or class of persons authorized to make the requested use or disclosure, or to whom we may make the requested use or disclosure.
  - Description of the information to be used or disclosed must be indicated and a date range must be specified.
  - Date on which the authorization expires. This is 90 days from the date of the request.
  - Signature of patient, legal guardian or next-of-kin, and date signed. If someone other than the patient is signing the authorization form, that individual’s relationship to the patient must be stated.

- The authorization form requests the individual to identify the purpose of the disclosure. This is not required but is desirable in order to provide a proper accounting for disclosures.

- When a client requests information contained in the billing record, no written request is required. The requested information will be forwarded to the client within 5 business days.

- If a request is made by an attorney it will be honored only upon receipt of a valid authorization form or court order directing Azalea Health Innovations, Inc to release PHI to the attorney.

- If the request is from an individual to access his/her own information the access will be provided in accordance with our policies on an Individual’s Right to Access Health Information.
De-Identification of Protected Health Information

General Policy

Our policy on Use and Disclosure of Protected Health Information serves as our guidelines as to when it is acceptable to release individually identifiable health information to other persons or organizations. For all other uses and disclosures we require the removal of information that could be used to identify the individual. Employees are required to de-identify individually identifiable PHI by removing the following specific identifying characteristics of the individual or of relatives, employers and household members of the individual:

- Names
- All geographic information below the state level:
  - Street Address
  - City
  - County
  - Precinct
  - Zip Code (Or Equivalent Geocode)
- Month and day for all dates directly related to an individual:
  - Birth Date
  - Admission Date
  - Discharge Date
  - Date of Death
- All ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older.
- Telephone numbers.
- Fax numbers.
- E-mail addresses.
- Social Security numbers.
- Medical record numbers.
- Health plan beneficiary numbers.
- Account numbers.
- Certificate/license numbers.
- Vehicle identifiers (license plates/serial numbers).
- Device identifiers and serial numbers.
- Websites (Universal Resource Locators – URLs).
- Internet Protocol (IP) address numbers.
- Biometric identifiers including finger and voice prints.
- Full face photographic images and any comparable images.
- Any other unique identifying number, characteristic, or code.
General Policy (Continued)
If we have any reason to suspect that, after de-identifying the information, the individual could still be identified, we will take additional reasonable steps to remove such information. If we are unable to adequately de-identify data for a requested purpose, we will either seek written authorization to release the information or will refuse the release.

Should we believe we will need to re-identify the information at any time in the future, we may assign a special code to the de-identified information for each individual. This code may not be derived from or related to information about the individual and may not be able to be translated in such a manner as to identify the individual except by persons authorized by Azalea to do so. No one outside of Azalea is permitted to disclose the codes or their means of creation. Any such disclosure will constitute a disclosure of protected health information and could be subject to disciplinary action in accordance with our policies.

Procedure
The disclosure of De-Identified Protected Health Information can take place only in accordance with the following policies:

● All employees will be trained in the de-identification process and the importance of de-identifying individually identifiable information except:
  ○ Uses or disclosures for treatment, payment, or business operations.
  ○ When disclosure is required by law or other disclosures allowed without authorization.
  ○ When an authorization for release has been obtained.
● It is generally the responsibility of each employee to assure that information has been de-identified prior to disclosure.
● When large quantities of information must be de-identified we may enlist the services of an outside business entity. That entity will be required to enter into our Business Associate Agreement before we release any PHI to them.
● If we are unable to adequately de-identify information for a requested purpose other than as specified above we will either seek written authorization to release the information or refuse release.
Minimum Necessary Information

General Policy
When using or disclosing Protected Health Information (PHI), or when requesting PHI from our client, each employee of Azalea must make reasonable efforts to limit the disclosure to the minimum necessary to accomplish the intended purpose of the request. This requirement does not apply to disclosures to a healthcare provider for treatment, uses or disclosures made to the individual, uses or disclosures made pursuant to a signed authorization for release, disclosures made to the Secretary of Health and Human Services, disclosures required by law and uses or disclosures that are required for compliance with the Privacy Rule.

Disclosure for Treatment, Payment or Healthcare Operations
The rules establish that routine and recurring disclosures of PHI can be made for treatment, payment or healthcare operations without specific authorization. For all routine and recurring disclosures minimum necessary determinations should be made. The level of disclosure is restricted based on the determined category.

CATEGORY 1 - Full health information will be provided to routine and recurring requests from these Category 1 sources:
- Healthcare Providers
- Insurers/Health Plans
- Patients
- Family Members Involved In Care
- Workers’ Compensation Providers
- Transcription Services

CATEGORY 2 - Minimal necessary information will be provided in the following situations:
- Requests for medical information to determine necessity.
- Sample records for accreditation or audits.
- Records review for protocol adherence.
- Patient information for participation in clinical trials.
- Referral requests and certification.

CATEGORY 3 – Summary data with treatment and/or diagnostic codes will be provided to routine and recurring requests from:
- Practice Management Support Staff
- Clearinghouses

CATEGORY 4 – Demographic data with only minimal reference to treatment or diagnostic information will be provided to routine and recurring requests from:
- Technical Support Staff
**Requests for Information**

Federal regulations establish that for routine and recurring requests the responsibility for determining the minimum necessary data falls on the requestor in all situations where data is requested. Azalea employees must ensure that the minimum necessary evaluation has been made and communicated to Azalea. In situations where the determination has not been made, and the appropriate category can't be determined by the employee, the determination should be made by the Operations Manager or another administrator.
Handling of Privacy Complaints

General Policy
It is our policy that Azalea Health Innovations, Inc does not respond directly to HIPAA-based complaints against healthcare providers. Should a complaint be placed against Azalea it is our policy to investigate the complaint to determine the circumstances surrounding any concerns our clients or their patients may raise regarding privacy. If a patient’s privacy rights have been infringed upon in any way, or there is evidence that an employee of Azalea or our associates has not adhered to the standards provided in our Policy and Procedure Guide, we will take actions consistent with the HIPAA rules and our own disciplinary policies, and document these actions accordingly. The HIPAA Privacy Rules give all individuals the right to file complaints to our client, our company, and the Office of the Secretary in the Federal Department of Health and Human Services. Under no circumstances will the fact that an individual has filed a complaint affect the services provided to that individual. Any employees found to be treating any individual differently in light of a complaint will be disciplined.

Procedure
Patients wishing to file a privacy complaint should be advised of the following:

- Individuals may submit privacy complaints regarding our company in the form of a letter containing all necessary information.
- All privacy complaints should be directed to the Compliance Officer.
- The complaint should describe the privacy concern in as much detail as possible.
- The complaint must include the following:
  - The type of infraction involved (Inappropriate handling of PHI, Appropriateness of privacy policies, etc.)
  - A detailed description of the incident or problem.
  - The date the incident or problem occurred, if applicable.
  - The mailing address to which a formal response may be sent.

When a privacy complaint is received from a patient the following steps must be taken:

- The Compliance Officer must confirm that the patient has a complete and accurate understanding of the applicable rules and policies, being as courteous as possible. The patient should under no circumstances feel pressured or coerced regardless of their level of understanding.
- If the individual does not want to pursue the complaint any further, the statement “no further action required based on clearer understanding” will be indicated on the original complaint form along with the date and time, and it will be filed under dismissed complaints.
- We will investigate all non-dismissed complaints by discussing the circumstances with those involved and reviewing any relevant documentation. A summary of the findings will be recorded on the complaint form.
● If the complaint is determined to be invalid, a letter stating the reasoning for the determination will be drafted and mailed to the patient. A copy of the letter will be filed with the complaint form in the complaints file.

● If the complaint is determined to be valid, the responsible employees will be disciplined in accordance with policies adopted by the human resources department.

● Once disciplinary action has been taken with respect to the complaint, or if the response will take more than 30 days, a letter explaining the situation will be sent to the patient. A copy of the letter will be filed with the complaint form in the complaints file.
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.
- In an effort to promote accuracy, prevent fraud and identify errors in our claims processing protocol, Azalea will regularly conduct random audits of claims submitted by our office and routinely review Azalea's billing practices and procedures.

Role as a Clearinghouse

General Policy
Azalea Health Innovations, Inc is considered a clearinghouse under the definition set forth by the Health Insurance Portability and Accountability Act (HIPAA). A clearinghouse is defined as a public or private entity that performs either of the following functions:

- Processes or facilitates the processing of health information received from another entity, in a nonstandard format or containing nonstandard data content, into standard data elements or a standard transaction.
- Receives standard transactions from another entity and processes or facilitates the processing of health information into nonstandard format or nonstandard data content for the receiving entity.
Procedure
As a clearinghouse by definition under HIPAA, Azalea Health Innovations, Inc acknowledges the following:

- Azalea Health Innovations, Inc is subject to the Final Standards for Privacy and Individually Identifiable Health Information under HIPAA. Our policies reflect our adherence to HIPAA standards and will be strictly adhered to by all employees.
- Azalea Health Innovations, Inc will abide by its Business Associate Agreement with each of its clients in respect to uses and disclosures of PHI.
- Azalea Health Innovations, Inc will submit healthcare claims in a standard HIPAA format, often by way of additional clearinghouses such as Trizetto, Navicure, and Emdeon.

Role as a Business Associate

General Policy
Azalea Health Innovations, Inc will be considered a business associate to our clients under the definition set forth by HIPAA. A business associate is defined as an organization that, on behalf of a healthcare provider, performs or assists in the performance of any function or activity involving the use or disclosure of individually identifiable health information. This includes claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and re-pricing.

Procedure
As a business associate of our clients Azalea Health Innovations, Inc will perform the following:

- Azalea RCM will submit transactions in a HIPAA standard format on behalf of our clients.
- Azalea RCM will perform all obligations outlined in our Business Associate Agreement as agreed upon with our clients.
- Azalea RCM acknowledges that it signs into a Business Associate Agreement with each client that meets required elements mandated by HIPAA, and that it meets and remains in compliance with all arrangements outlined in the agreement.
- Azalea RCM will make all internal documentation concerning its role as a business associate accessible when requested.
- Azalea RCM will determine if our clients have violated any HIPAA, Stark II or other pertinent regulations and address any violations with the client. Azalea will assess the need for corrective action and/or immediate termination of our Business Associate Agreement and Billing Agreement. In addition, any suspected violation by Azalea will be investigated internally and addressed with the client in a timely and honest manner.
- Azalea RCM will oversee the secure storage, return or destruction of all PHI received from or created on behalf of our clients.
Second Tier Business Associates

General Policy
Independent contractors or agents contracted by Azalea Health Innovations, Inc will be considered Second Tier Business Associates, by HIPAA definition. Azalea is required to ensure that any agents, including subcontractors, to whom it provides protected health information, agree to the same restrictions and conditions that apply to the business associate with respect to such information.

Procedure
- Each independent contractor or business associate not employed by Azalea will be required to sign a Second Tier Business Associate Agreement with Azalea Health Innovations, Inc. prior to any exposure to protected health information.
- Second Tier Business Associates must acknowledge a full understanding of Azalea's role as a HIPAA governed business associate of our clients.

Developing Proposals and Service Agreements

General Policy
The Sales or Customer Engagement Manager will be responsible for addressing the range and degree of services to be provided to each specific client. These services will be outlined in the “Billing Service Provider Agreement” (Billing Agreement) and the corresponding “Azalea Health Proposal - Appendix A” approved by both the client and Azalea Health Innovations, Inc.

Procedure
- The Sales or Customer Engagement Manager will discuss with each potential client all available services relevant to the needs of their practice.
- The Sales or Customer Engagement Manager will create a detailed business proposal outlining the full scope of services to be provided for each potential client.
- If the proposal is accepted, the Sales or Customer Engagement Manager will produce a comprehensive Business Associate Agreement, a Billing Agreement, and a checklist indicating all information necessary for billing. Clients will read the agreements and sign them to acknowledge that they understand and agree to the terms.
- Services will commence when all documentation has been completed and returned and all conditions outlined in the billing agreement have been met.
Services, Responsibilities and Fees

General Policy
The Sales or Customer Engagement Manager will be responsible for explaining to our clients all relevant services that our organization will provide. These services will be outlined in the “Billing Service Provider Agreement” and the corresponding “Azalea Health Proposal - Appendix A” entered into by the client and by Azalea Health Innovations, Inc. Additional services may be added and services may be discontinued or revised in description only with the acquiescence of both parties. The responsibilities of each party will be outlined and agreed upon within the original Billing Agreement and any additional amendments. Fees will be outlined in the Billing Agreement, which must be reinitiated upon any fee changes.

Procedure
The services provided to our clients are customized to fit the needs of each organization. In addition, the services can be amended with the approval of both Azalea and our client. Taking into consideration the potential variation and changes in provided services both between and within individual client groups, the following is an itemized list of the services routinely provided to all clients by Azalea Health Innovations, Inc:

- Charge Entry (For non Azalea EHR/PM users only: Patient Demos, Encounters only)
- Claim Submission (Electronic Whenever Possible)
- Management of Accounts Receivable
- Payment Entry
- Patient Statement Submission & Patient Customer Service
- Bad Debt & Collections Management (with referral to 3rd party collection agency)
- Management and Support of Azalea Platforms and Applications
- Standardized Production Reports & Customized Reports

The following services can be purchased in addition to routine services:

- Contracting and Credentialing
- Consulting and Chart Auditing
- Medical Coding Services

The responsibilities of each party are clearly explained to the client prior to their start date with Azalea. The typical breakdown of responsibilities is as follows:

- Charge Entry
  - The client is responsible for patient demographic and encounter charge entry unless previously negotiated and otherwise stated on the Billing Provider Service Agreement. In the instance where Azalea is contractually obligated for charge entry then client is responsible for providing a completed encounter form for each patient visit including the date of service, rendering/referring/supervising provider information in addition to the diagnosis and procedure codes.
Clients must code all procedures and diagnoses to assure that codes accurately reflect the documented services and conditions.

The client is responsible to provide fee schedules per contracted payer to Azalea.

Azalea is responsible for reviewing the information within appropriate billing system, submitting the claim to the patient’s insurance, and maintaining records of submitted claim batch files.

- **Claim Submission**
  - The client is responsible to complete and return all documentation necessary to engage in electronic data interchange with all insurance companies that are capable of receiving electronic claims.
  - The client is obligated to subscribe to Azalea's preferred RCM clearinghouse during the term of the Billing Services Agreement.
  - The client is responsible to provide practice demographic information necessary to file claims. This information includes, but is not limited to: practice and provider identification numbers, practice locations, mailing address(es), and insurance network participation statuses.
  - The client is responsible to provide Azalea with accurate and complete credentialing and claims setup 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.
  - Azalea is responsible to submit claims electronically to all carriers and clearinghouses for which agreements are complete or not required.
  - Azalea is responsible to submit paper claims only when electronic claim submission is not possible or when medical records are required to be sent attached per payer guidelines.

- **Management of Accounts Receivable (AR)**
  - 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.
  - Azalea is responsible for assuring that all claims are paid by the correct payer in the timeliest manner possible.
  - Azalea is obligated to appeal and follow-up, using commercially reasonable efforts, on all denied or rejected charges.
  - Addressing Secondary Aging. Less than $20 balance 90 days aging and older will not be pursued.

- **Payment Entry**
  - The client for making its own deposits directly to their designated bank accounts on a recurring basis.
  - The client is responsible for supplying to Azalea scanned copies of the following:
Explanation of benefit (the “EOB”) and all rejections and other correspondence from third-party-payers (each a “Payer”) or the patient which is attached to the patient record;

Receipt or other detailed documentation for all payments received from a patient or a payer;

Detailed deposits, within five (5) business days from the date of deposit, made by the client;

- Azalea is responsible for posting payments to the appropriate claims and patient accounts and for ensuring that each payment batch is fully posted and balanced. These payments are to be posted within (5) business days following receipt.
- Azalea cannot be held responsible for reconciling client’s bank account statements and/or verifying bank deposits.

Patient Statement Submission & Patient Customer Service

- The client is responsible to provide to Azalea its preferred collection policy to include all write-off 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”). In addition, Client shall indicate in Azalea PM all patients that the Client has approved to be on a Budget Plan
- 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 is responsible to track balances and submit monthly statements to the patients when a balance remains after their insurance has processed their claim.
- Azalea will make staff available to respond to patient phone calls regarding patient statement balances and related inquiries.

Bad Debt & Collections Management

- The client is responsible for determining, in a timely manner, if an account should be sent to an outside collection agency or written-off as bad debt.
- 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 for evaluating the history of such patients and determining the appropriate course of action.
- Azalea is responsible to execute any necessary steps to clear the debt including inserting past due warning language on outgoing statements and turning accounts over to outside collection agencies.
- Azalea is responsible for providing all necessary information to external collection agencies and adjusting balances in the billing system to reflect our client’s decision.

Management and Support of Azalea Platforms and Applications

- The client is responsible for maintaining and supporting any information systems or network connections outside of the Azalea infrastructure. This includes the client’s network, independent scheduling system, charting system, phone/voicemail.
system, internet connection, their side of any VPN connections, and any other
hardware or software problems not under Azalea’s control.
  ○ Azalea is responsible to maintain and support our network and software
  applications to assure that problems are resolved quickly, decisively, and correctly.

● Standard Production Reports and Customized Reports
  ○ Clients are responsible to communicate any particular interest or concern that
  they would like to analyze in report form.
  ○ Azalea is responsible to provide monthly production reports indicating the count,
    total charges, total payments and total adjustments for each procedure billed
    during that month.
  ○ Azalea is responsible to provide any reasonably producible customized reports to
    address client concerns as the come up. Azalea will determine if a requested report
    is reasonably producible.

● Fees
  ○ Fees are determined by Azalea on a client-by-client basis, dependent on the range
    and degree of service provided to the client and the complexity involved in their
    billing.
  ○ Fees are typically quoted as a percentage of receipts.
  ○ Services not included in the traditional package are billed in addition to the
    monthly rate; fees for such services are agreed upon before the services are
    provided.

● General
  ○ 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. Azalea shall have the right to
    maintain copies of all patient information supplied by Client.
Interruption of Client Service

General Policy
When a decision is required regarding client relations following suspected misconduct, the Client Engagement Department in conjunction with the Finance Department will be responsible for determining the appropriate course of action. The Customer Engagement and Finance managers will be presented with information, either from Azalea staff or from our client, to determine if circumstances warrant suspension, continuance or cancellation of services.

Procedure
Azalea Health Innovations, Inc may suspend, continue or terminate services performed on behalf of our clients should circumstances warrant such action.

GROUNDS FOR ACTION
Circumstances warranting suspension include:

- Suspected or known misconduct as defined by the OIG (HIPAA Violations)
- Unpaid invoices, past due by 60 days or more
- Failure to uphold Azalea's expected standard of integrity

Conditions for reinstatement or continuance of agreement:

- Evidence of appropriate and legal conduct in suspected problem areas
- Payment of outstanding invoices
- Amendment of practices representing an effort to reach expected standard of integrity

Cause for termination of Billing Agreement:

- Client is submitting false or fraudulent encounter forms
- Client is unethically and illegally assigning procedure or diagnosis codes
- Client has been brought under investigation by the OIG for misconduct
- Client has been placed on the OIG Excluded List
- Ongoing failure to uphold Azalea’s expected standard of integrity

ACTIONS TO BE TAKEN
When suspension has been approved:

- The client will be notified via email and or in writing within five (5) business days.
- Documentation will be placed in the client’s file.
- Azalea personnel will be notified in a special private briefing.
- User access will be denied to the client’s accounts and billing records.

When continuance has been approved by the Client Implementation Manager:

- The client will be notified via email and or in writing within five (5) business days.
- Documentation will be placed in the client’s file.
- Azalea personnel will be notified in a special private briefing.
- User access will be restored to the client’s accounts and billing records.
When termination has been approved by the Client Implementation Manager:
● The client will be notified via email and or in writing within five (5) business days.
● Documentation will be placed in the client's file.
● Azalea personnel will be notified in a special private briefing.
● User access will be denied to the client’s accounts and other records.

After investigation of known or suspected misconduct is performed by Azalea Health Innovations, Inc, the management team will meet to determine if further action is required. If circumstances warrant additional action, the OIG Hotline will be contacted by the RCM Operations Manager to report the unresolved misconduct.
Physical Security

General Policy
All Azalea staff should understand and support the control of access to protected health information. Upon detection of any breach of physical access, staff members are empowered to implement provisions of Azalea's Physical Security Procedures according to their best judgment, but all instances should be reported to the HIPAA Compliance Officer for action and documentation.

The Security Officer has overall responsibility for physical security and for oversight of the procedures listed below. In the event that the Security Officer is unavailable, another manager will assume responsibility for the procedures in this policy.

Procedure
ZONE RESTRICTIONS
Definition of Areas:
- Zone 1: Areas open to the public
- Zone 2: Areas not open to the public, but open to clients and staff
- Zone 3: Areas not open to the public or clients, but open to staff
- Zone 4: Protected areas. Access is strictly controlled and only designated personnel are allowed.

All staff should be clearly aware of the zone types within each area of Azalea’s facilities and should not hesitate to challenge any inappropriate access to an area.

EMERGENCY PROTOCOL
Emergency telephone numbers should be available to all employees. If possible, incidents and disasters should be managed by the Security Officer and/or HIPAA Compliance Officer, but in emergency situations the call can be made by any staff member. In all instances, follow-up reports should be made to the Security Officer.

PHYSICAL INTRUSION OR DISASTER
When personnel are present:
- Staff should take the immediate, appropriate action to safeguard patient information and the physical and electronic infrastructure.
- The Security Officer, or the most available staff member should call the appropriate authorities to respond to the situation.
- In all instances, follow-up reports should be made to the Security Officer.

Detected outside of hours of operation:
- If immediate action is necessary, arrangements should be made to contact the Security Officer, or another manager, who will contact the appropriate authorities and take any
necessary steps to secure the premises until a complete evaluation of the damage can be made.

- In all instances, follow-up reports should be made to the Security Officer and/or HIPAA Compliance Officer.

ROUTINE DESTRUCTION OF PROTECTED HEALTH INFORMATION

- All documents containing protected health information should be separated from regular trash and destroyed by shredding.
- When damaged, defective, or obsolete, all disks, hard drives, flash drives or any other storage medium containing PHI should be either erased or destroyed.

REPAIR AND ACCESS TO COMPUTER EQUIPMENT

- Access to equipment containing PHI by any service technician should kept to them minimum duration necessary to accomplish the desired job.
- Access to equipment by non-Azalea personnel should be supervised or restricted to prevent inappropriate access to PHI.
- All non-Azalea personnel should understand and sign a Second Tier Business Associate Agreement.

SECURING THE PREMISES

- After regular business hours, every employee should confirm that the door to the office parking lot is locked and completely pulled shut as they leave the building.
- The front door is to remain locked at all times. The Office Administrator will confirm daily.
- Upon termination of any employee for any cause, the pass code to the office parking lot will be changed.
- The pass code to the front door will only be given to those employees whose schedule necessitates access before or after regular business hours.
- The pass code to the front door is only to be given out by a member of the management team. Any further dissemination is considered misconduct.

WORKSTATION USE

- Computers should be configured so that a screen saver appears when monitors are idle for 15 minutes. A password will be needed to return.

RECORD HANDLING

- Confidential records should not be left in a conspicuous location.
- All employees should pro-actively gather unattended records and return them to a secured area or placed in a bin for shredding.
System Maintenance & Control Logs

Responsibility
The Security Officer will be trained and responsible for assuring that system maintenance and changes described in this policy are properly conducted and documented. No other employees are permitted to perform these functions without the documented approval of the management team and proper technical and security training.

Installing Changes
Azalea intends to keep current with vendor changes, releases and versions whenever appropriate. Minor changes and software updates shall be implemented at the discretion and timing of the CIO or Director of Development. Major changes, such as new systems or major purchases require review and approval by all managers. While Azalea strives to be on the leading edge of technology, it is our policy to avoid being a beta test site or making any other changes that could subject our clients to the negative effects of unproven products.

Inventory
A comprehensive inventory of all hardware, software, and network assets shall be maintained by the Office Administrator or Technology Manager. Any changes to software versions or physical inventory will be reflected in the log.