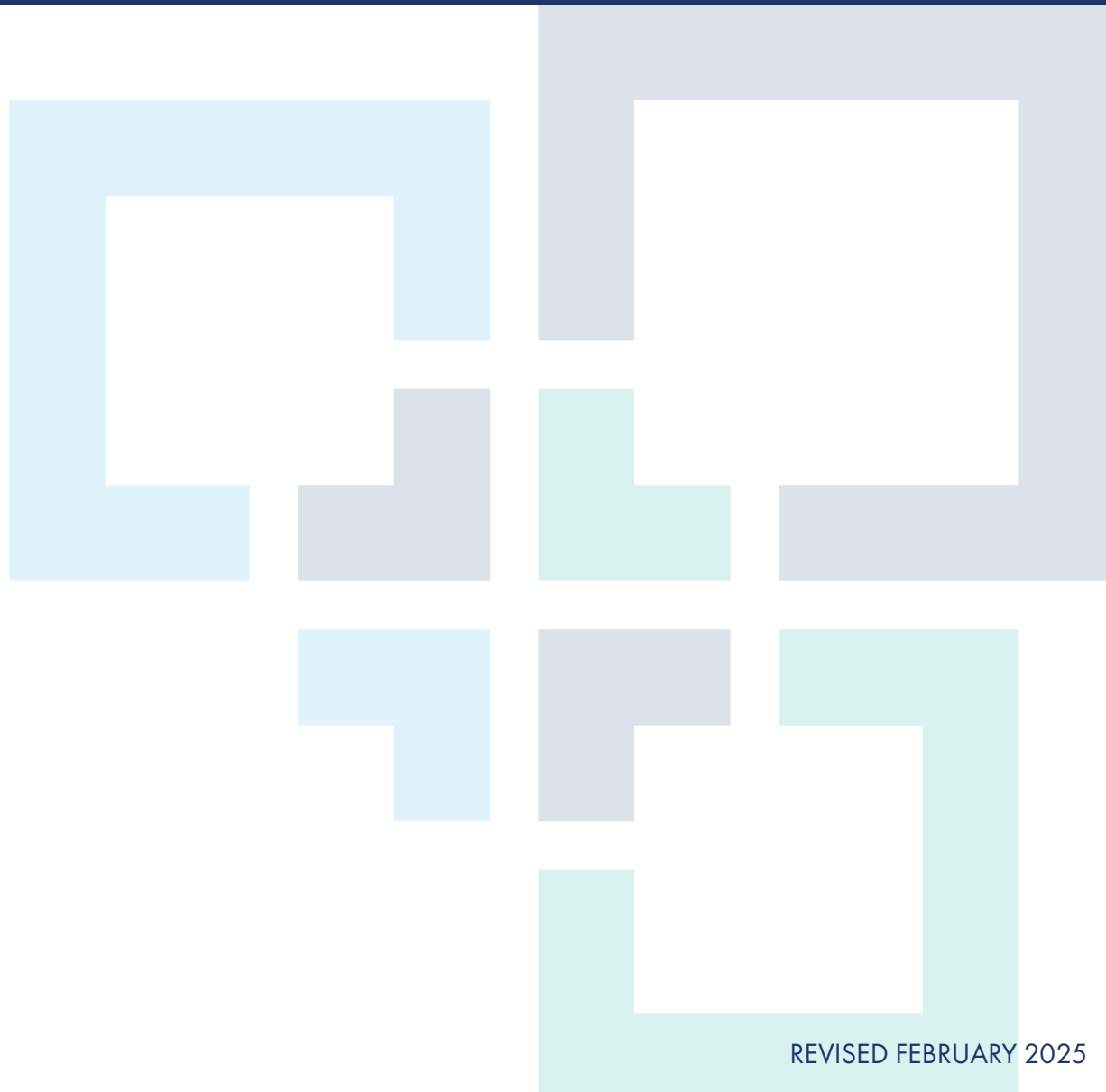


MIDWEST NETWORK ALLIANCE

POLICY MANUAL



REVISED FEBRUARY 2025

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INTRODUCTION

How to Use this Manual

This Midwest Network Alliance Policy Manual will assist providers with understanding the terms of participation in the Midwest Network Alliance participation agreements with payers. It sets forth the policies, rules and procedures applicable to be a Midwest Network Alliance provider participating in Payor Contracts and other activities. All participants, including providers and facilities that participate in a Physician Hospital Association (PHO) that have entered into a participation agreement with the Midwest Network Alliance, will be referred to as “Network providers” throughout this manual.

This manual is an extension of the agreement entered into by Midwest Network Alliance with PHOs, TPAs and other providers who participate in the Network. Notices of updates and revisions to this manual will be sent to participating Midwest Network Alliance providers either directly or through their PHO and posted on the Midwest Network Alliance website at MidwestNetworkAlliance.com.

This manual should assist you in answering questions about many aspects of the Midwest Network Alliance agreements with payers. If you cannot locate the answer to your question in the manual, please contact us at info@midwestnetworkalliance.com or 531-721-2520.

We also want to hear from you. If you have any recommendations on how this manual can be expanded or improved to provide better clarity to help you administer Midwest Network Alliance agreements, please let us know.

OVERVIEW

About Us

The Midwest Network Alliance is a regional network of physicians, advance practice providers, other health-care providers, hospitals and health-care facilities. Established in 2021, the Midwest Network Alliance enables innovative partnerships with payers and employers and connects providers throughout the Midwest to work together to strengthen patient care.

Our goal is to provide high-quality, comprehensive and cost-effective health care. As members, our providers agree to perform health-care services at competitive fees, while working to improve quality, which lowers the out-of-pocket costs for patients receiving care within the Network.

Background of the Midwest Network Alliance

Our vision is to be the preferred network for employer groups and other large employers in the communities we serve, bringing superior value to patients, employers, payers and providers. To accomplish this, we are focused on creating a regional network that is committed to creating a more cost effective, efficient and personal health-care experience.

As members of the Midwest Network Alliance, providers are part of a coordinated and intentional effort to engage with payers and employers. Together, we will create product offerings that drive loyalty to each health system and provider group and provide true value to local employers.

The Midwest Network Alliance provides the best of both worlds by allowing Midwest Network Alliance providers to retain their independence, yet benefit from centralized resources:

- Midwest Network Alliance providers will have access to payer agreements and value-based arrangements not typically available to individual provider groups.
- The Midwest Network Alliance will provide data, reporting and analytics to enable the provision of value-based care.

We will leverage the power of the entire Network by working together to share best practices and expand our offerings. Together, members will be part of creating a better health-care offering for employers across our region. We seek to lower health-care plan administrative and claims costs and foster stronger relationships with local employers.

Key Stakeholders

The Midwest Network Alliance is a partnership of regional health systems working together to bring innovation to employers through a network committed to high-value care. The following systems are the founding members of the Midwest Network Alliance:

- Bryan Health
- Columbus Community Hospital
- Faith Regional Health Services
- Great Plains Health

- Mary Lanning Healthcare
- Methodist Health System
- Nebraska Medicine

Joining the Network, PHO Model

Health-care providers who wish to participate in the Midwest Network Alliance will gain access to emerging payer products and direct-to-employer health plan offerings.

Preferably, providers wanting to join the Midwest Network Alliance will join through a PHO that holds a participation agreement with the Midwest Network Alliance. As an alternative, providers can hold a direct agreement with the Midwest Network Alliance, but it is expected that they become credentialed with First Choice Health.

Credentialing, a process that ensures that providers meet a set of membership standards, will be delegated by the third party administrator (TPA). Midwest Network Alliance will be responsible to assure each Midwest Network Alliance Participant and Provider is credentialed.

Non-Discrimination: Participation in the Midwest Network Alliance shall not be denied on the basis of gender, sexual orientation, gender identity, age, race, religion, disability, ethnic origin, national origin or other factors unrelated to the criteria for participation and the ability to carry out responsibilities of the Participating Provider.

Confidentiality: Information collected by the PHOs during credentialing is considered confidential and is not discussed with anyone inside or outside the Midwest Network Alliance or except when required in the normal course of business or as required by law.

CONTACT INFORMATION

Midwest Network Alliance

9140 West Dodge Road, Suite 400

Omaha, NE 68114

info@midwestnetworkalliance.com

TERMS APPLICABLE TO MIDWEST NETWORK ALLIANCE PROVIDERS

Terms and Participation Criteria Applicable to Midwest Network Alliance Providers

All Midwest Network Alliance providers must abide by the following terms, which have also been agreed to by PHOs in the agreement to participate in the Network:

Services to Covered Persons

Midwest Network Alliance agrees to provide to Covered Persons within the scope of their provider's license, practice or specialty, and consistent with accepted standards of medical care, all necessary Covered Services and to provide such services pursuant to office schedules and physical settings customarily provided by the provider; provided, however, nothing herein shall preclude the provider from refusing to accept a covered person as a new patient or from terminating a physician-patient relationship with an existing covered person.

Non-Discrimination

Midwest Network Alliance shall not discriminate against covered persons based on race, color, sex, religion, married status, sexual orientation, disabilities, religion, national origin or other factors unrelated to the need for covered services or the Midwest Network Alliance provider's ability to provide such covered services.

Payment for Covered Services

Midwest Network Alliance provider agrees to accept as payment in full for providing covered services to covered persons amounts specified in the Payor Notice (or as otherwise agreed between the Payor and provider). Midwest Network Alliance provider may bill and collect from the covered person for non-covered services that Midwest Network Alliance provider furnishes but shall not bill or collect from or on behalf of the covered person for any covered services in excess of the amount established in the Payor Notice or other amount agreed to between the Payer and Midwest Network Alliance provider.

RESPONSIBILITY FOR VERIFYING COVERED PERSON STATUS AND FOR BILLING AND COLLECTION

Responsibility for Verifying Covered Person Status and for Billing and Collection

Midwest Network Alliance provider shall be solely responsible for verifying the enrollment and eligibility status of a covered person with the Payer and for billing and collecting for covered services and non-covered services rendered to a covered person. Under no circumstances shall Midwest Network Alliance be liable to the Midwest Network Alliance provider for deductibles, co-pays or co-insurance amounts, the cost of non-covered services or any other costs of care.

Claims

When submitting claims for covered persons, the Midwest Network Alliance provider shall use appropriate procedure codes to identify services rendered to covered persons as defined by the latest version of CPT and/or ICD codes and shall comply with additional instructions stated in this manual or

the Payor Notice. Midwest Network Alliance provider shall submit claims for covered services within the time frames and in accordance with the requirements specified in the Midwest Network Alliance Policy Manual or an applicable Payor Notice.

Business Associate Services

Midwest Network Alliance provider designates Nebraska Health Network to act as its business associate as that term is defined under HIPAA at 45 C.F.R. 164.101 for the purpose of conducting payment and health care operations on its behalf, including, but not limited to, analyzing and reporting claims and treatment data, introducing population health management tools, developing, communicating and evaluating performance under best practices developed by NHN in collaboration with PHO, de-identifying data and forming and maintaining the Midwest Network Alliance. When conducting such services on behalf of Midwest Network Alliance providers, NHN shall function in the capacity of a business associate of Midwest Network Alliance providers and shall be subject to the business associate terms agreed to by PHOs in the Midwest Network Alliance participation agreement.

Patient Records

Midwest Network Alliance provider shall make the Covered Person's medical record or requested clinical information available to the Midwest Network Alliance and to the Payer in their respective roles, subject to obtaining any necessary consent from the covered person (or business associate agreement) to do so.

Emergency Services

Midwest Network Alliance provider agrees to provide emergency services to covered persons consistent with the site in which services are being provided regardless of their ability to pay or demonstrate financial responsibility for copayments or deductibles and without regard to any other criteria unrelated to medical need and the ability and resources of Midwest Network Alliance provider to provide such emergency diagnosis and services. It is understood these services may be limited to first aid or temporary emergency intervention pending arrival of EMTs or transport to an appropriate emergency services provider.

Insurance

Midwest Network Alliance provider agrees to carry professional liability insurance at its own expense in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, through private insurance coverage or (if in Nebraska) through a combination of private insurance and qualification under and participation in the Nebraska Hospital Medical Liability Act, Nebraska R.R.S. §44-2801, et seq. Such coverage shall include coverage for providing covered services by Midwest Network Alliance providers to covered persons. Midwest Network Alliance provider will furnish a certificate from the insurance carrier attesting to the coverage upon request and will provide notice to PHO of any reduction in or termination of coverage. In addition to meeting any notice obligation to payers, Midwest Network Alliance provider will upon request by the PHO or Midwest Network Alliance notify PHO promptly whenever a covered person files a claim or notice of intent to commence action against Midwest Network Alliance provider or a group physician in connection with covered services, and PHO shall immediately notify Midwest Network

Alliance. Upon request by PHO or Midwest Network Alliance, Midwest Network Alliance provider shall provide full details of the nature, circumstances, and disposition of such claims.

Referrals

If Midwest Network Alliance provider determines that a covered person requires health services not customarily provided by Midwest Network Alliance provider, including without limitation, services of hospitals, physicians, physician groups and other health care providers, Midwest Network Alliance provider shall be guided by the covered person's best medical interest in referring, admitting or directing the covered person for such services. Subject to the foregoing, Midwest Network Alliance provider shall exercise its best efforts to refer, admit, or direct the covered person to other Midwest Network Alliance providers, except when the Midwest Network Alliance provider's best medical judgment dictates otherwise or when the patient requests otherwise. When referring or admitting a Covered Person to other than a Midwest Network Alliance provider, the provider shall notify the Covered Person that the service or admission may carry a higher deductible, co-pay or other cost to the Covered Person, unless the Midwest Network Alliance provider reasonably believes that is not the case.

Midwest Network Alliance Directory

Midwest Network Alliance provider agrees to allow Midwest Network Alliance to list the provider's name, range of services provided, address and phone number in a directory of Midwest Network Alliance providers to help promote the Midwest Network Alliance with payers, and to allow payers to list similar information to help promote Midwest Network Alliance providers with covered persons.

Midwest Network Alliance, Network Participation Criteria

Midwest Network Alliance providers must comply with Midwest Network Alliance provider participation criteria, which may be modified and communicated annually by Midwest Network Alliance. The following participation criteria apply to Midwest Network Alliance providers:

- Participate in all Midwest Network Alliance contracts for each payer that utilizes the applicable Midwest Network Alliance fee schedule and each agreement that complies with the Midwest Network Alliance Standard Contract Parameters.
- Use ONC-certified electronic health record technology and be willing to share data with Midwest Network Alliance to comply with payer and employer reporting and evaluate and enhance performance.
- Participate in and comply with PHO's, Midwest Network Alliance's, and each applicable Payer's quality improvement programs, including all required reporting, as adopted and amended from time to time.
- Participate in Midwest Network Alliance educational activities and be available to meet with Midwest Network Alliance or PHO staff to discuss quality and cost performance as requested.

STANDARD CONTRACT PARAMETERS

Standard Contract Parameters

The Midwest Network Alliance (“Midwest Network Alliance”) will adhere to the following contract parameters with payers, employers and third-party administrators (“Payor”) for all agreements that utilize the Midwest Network Alliance. Whenever a contract is with an Approved Payer, utilizes the reimbursement for that Approved Payer product and is consistent with these parameters, the PHO, PHO provider and provider physician (“Midwest Network Alliance Providers”) shall participate in the Payor Contract in accordance with the Payor Notice.

Standard elements of Payor Contracts utilizing the Midwest Network Alliance:

Benefit Plan Designs

Payer products will include incentives in the benefit plan for beneficiaries to obtain Covered Services from Midwest Network Alliance Providers. Such incentives may include reduction of deductibles, co-payments, coinsurance obligations, and/or maximum out-of-pocket payments, with the highest incentives reserved for Midwest Network Alliance Providers.

- Certain payer products may provide greater benefit plan incentives for a subset of Midwest Network Alliance Providers. This is allowed when a PHO Provider is using the network for their own employee benefit plan. In that event, all other Midwest Network Alliance providers will remain in a benefit plan tier that provides incentives for use over non Midwest Network Alliance providers.

Payment

Midwest Network Alliance will ensure that the payer has policies to timely pay Midwest Network Alliance Providers for all Covered Services pursuant to the following:

- Midwest Network Alliance Provider’s billed charge, minus the plan patient’s responsibility under the applicable benefit plan, or in the event that the billed charge is in excess of amounts listed on the Midwest Network Alliance Provider Fee Schedule, the Payor shall timely pay amounts pursuant to such schedule, minus the plan patient’s responsibility under the applicable benefit plan.
- The reduction from a Midwest Network Alliance Provider’s billed charge due to application of the Midwest Network Alliance Provider’s fee schedule is the sole modification to the amount due for covered services to the Midwest Network Alliance Provider by the Payor under these contracts. Outside of industry standard claims edits, payers shall not apply any other policy or edit based on reasonable and/or excessive charges, reference-based pricing, or other modification that would result in payment for covered services lower than the amount set out in the Midwest Network Alliance Provider fee schedule.

Timeliness

Midwest Network Alliance will ensure that the Payor allows a minimum of one hundred eighty (180) days of the date the Covered Services were provided to submit charges for the services. Midwest Network

Alliance will ensure that the Payor has policies to provide payment on Clean Claims to Midwest Network Alliance Providers as follows:

- Within thirty (30) calendar days of the Payor's acknowledged receipt of a Clean Claim of the Participating Provider for Covered Services rendered to Plan Patients.
- In the case of claims that are not initially submitted as Clean Claims, payment shall be made within thirty (30) calendar days after the determination of responsibility for payment or the Claims Administrator's acknowledged receipt of the Clean Claim of the Participating Provider, whichever is applicable.
- Payers shall not have the right to seek reimbursement for payments inappropriately made to Participating Provider for Covered Services or other expenditures after one (1) year has elapsed from the date of payment. This provision shall not apply to instances involving fraud. Retrospective audits within this time period are allowed subsequent to payment being made to Midwest Network Alliance Provider. However, prospective audits prior to making payment to Participating Provider shall not delay the period for timely payment.
- Participating Providers have up to one (1) year from the date of payment to submit a claim reconsideration or appeal to Payers.

Electronic Claims and Connectivity

Midwest Network Alliance will ensure that the Payer accepts electronic claims from Midwest Network Alliance Providers. Payers will support and use electronic funds transfers (EFTs) as well as HIPAA-compliant standard transactions.

Participation in Midwest Network Alliance Payor Contracts

The Midwest Network Alliance will work with payers that want to create products that provide preferential benefits to use Midwest Network Alliance providers and in partnership with a Third Party Administrator(s) to provide health benefits for regional employer groups and individuals. If the Payor Contract is consistent with the Midwest Network Alliance Standard Contract Parameters and utilizes the Midwest Network Alliance Provider Fee Schedule for an Approved Payor, the PHO and Midwest Network Alliance providers shall participate in the Payor Contract in accordance with the Payor Notice.

If the Payor Contract is not consistent with the Midwest Network Alliance Contract parameters or does not utilize the Midwest Network Alliance Provider Fee Schedule, then the Midwest Network Alliance will deliver to the PHO a Payor Notice describing the terms of the Payor Notice.

If PHO agrees to participate in the Payor Contract, PHO shall have forty-five (45) days following its notice to Midwest Network Alliance that it will participate, to communicate the applicable terms of the Payor Notice to Midwest Network Alliance providers and provide Midwest Network Alliance with a notice listing all such Midwest Network Alliance providers that have agreed to participate in the Payor Contract. PHO may use an opt-in or opt-out methodology in determining which Midwest Network Alliance providers have accepted and agreed to participate in a Payor Contract. In the event that a Midwest Network Alliance provider does not agree to participate in such Payor Contract, such contract shall not take effect as to that Midwest Network Alliance provider. Nothing herein shall preclude the PHO or Midwest Network Alliance provider from

negotiating directly with the payer in the event that the proposed fee schedule or other terms are unacceptable to PHO or Midwest Network Alliance provider.

VALUE-BASED AGREEMENTS

Value-Based Agreements

As the Midwest Network Alliance evolves, we intend to negotiate with payers. These arrangements may include incentive payments or reimbursement in one of more of the following methods:

- Per member per month (PMPM) care management fees: These are prospective payments made by the payer to the Midwest Network Alliance for the purposes of providing resources to manage the health of the population.
- Quality bonus payments: These are payments, typically retrospective, made by the payer to the Midwest Network Alliance when the Midwest Network Alliance Providers are successful in meeting or exceeding pre-defined quality metrics or benchmarks.
- Shared savings payments: These payments, typically retrospective, are made by the payer to the Midwest Network Alliance when the total cost of care for managing a population is below a target budget or projected inflation rate.
- Program specific incentives: These are programs implemented by the Midwest Network Alliance to address specific opportunities to enhance quality, decrease cost or enhance patient satisfaction. Examples would be initiatives to decrease hospital readmissions, improve generic prescribing rates, or reduce the use of imaging. These programs would include payments, typically retrospective, made to the Midwest Network Alliance when the results of the program produce an outcome that positively impacts the issue being targeted, and exceeds performance benchmarks agreed to with the payer.

In the event a value-based agreement includes downside financial risk or a withhold of fee-for-service reimbursement, there will be a Payor Notice that provides Midwest Network Alliance Providers with the ability to decline to participate.

Data Sharing

Payers and third-party administrators will share claims and membership data with the Midwest Network Alliance for the purposes of measuring and monitoring performance on financial and quality elements of Payor Contracts.

Quality Measures

Quality measures included in value-based agreements will be focused and align with generally accepted national measures (such as those in the Physician Quality Reporting System (PQRS) or the Healthcare Effectiveness Data and Information Set (HEDIS)). Focus will be given to aligning a core set of quality measures across Midwest Network Alliance value-based agreements.

CREDENTIALING

Credentialing

Provider credentialing is the process through which the educational qualifications and the clinical competence of the health-care providers are analyzed and verified. From their professional school certificate to their latest professional training, each document of the provider is collected for verification. The credentialing process also verifies the DEA certificates and other federal requirements.

Each payer or third-party administrator has a thorough process to complete the collection and verification of documents for credentialing. The Midwest Network Alliance shall be responsible for assuring each Midwest Network Alliance Participant and Midwest Network Alliance Provider is credentialed and meets the credentialing criteria of the payer or TPA.

DIRECT TO EMPLOYER PRODUCTS

Direct to Employer Products

The Midwest Network Alliance selected First Choice Health as its Third Party Administrator. Based in Seattle, Washington, First Choice Health is a physician and hospital owned organization. Please reference the First Choice Health provider manual found under Appendix One for additional information.

MARKETING GUIDELINES

Midwest Network Alliance Providers may conduct general advertising using the Midwest Network Alliance brand identity. All materials must receive prior written approval prior to production and should be directed to info@midwestnetworkalliance.com.

Branding

The Midwest Network Alliance Brand Identity Guidelines focus on the implementation of the Midwest Network Alliance visual identity and brand by standardizing the use of logos, fonts, color and brand elements. Network members should review and share the guidelines with individuals focused on marketing efforts for their organization.

Network members are affiliates of the Midwest Network Alliance. The Midwest Network Alliance logo or name should always be used when promoting the Network. Affiliates should adhere to the branding guidelines when referencing the Midwest Network Alliance. Additionally, the Affiliate partner name should always follow Midwest Network Alliance when appearing in copy.

Ex. Midwest Network Alliance, Sample Hospital, Clinic or Health-Care System

Please note that the Network may elect to change its branding and name over time. At that time, we will provide additional guidelines and resources to assist with your communication strategy.

Social Media Guidelines

The Midwest Network Alliance will be responsible for managing the Network's social media channels. Affiliate organizations are encouraged to engage with the channels including liking, sharing and commenting on the posts.

COMPLIANCE, FRAUD, WASTE AND ABUSE

Regulations and Guidelines

Midwest Network Alliance's fraud, waste and abuse policy was established to prevent, detect and correct fraudulent, wasteful or abusive practices perpetrated by employees, members, providers and facilities, including providers and facilities not contracted with the Network.

Compliance with this policy is the responsibility of each employee and anyone providing services to members of the Midwest Network Alliance providers should ensure that all staff are thoroughly educated on state and federal requirements and that appropriate compliance programs are in place.

The Midwest Network Alliance expects its first tier, downstream and related entities (FDRs) and its providers to operate in accordance with all applicable federal and state laws, regulations, and Medicare and Medicaid program requirements including, but not limited to the following:

HEALTH CARE FRAUD (18 U.S.C. §1347)

The Health Care Fraud statute makes it a crime for anyone to knowingly and willfully execute or attempt to execute a scheme to defraud any health care benefit program or to obtain by false or fraudulent pretenses, representations, or promises any of the money or property from a health care benefit program in connection with the delivery of or payment for health care benefits.

FEDERAL AND STATE FALSE CLAIMS ACTS (31 U.S.C. §§ 3729-3733)

The Federal False Claims Act (FCA) prohibits any person from engaging in any of the following activities:

- Knowingly submitting a false or fraudulent claim for payment to the United States government;
- Knowingly making a false record or statement in order to get a false or fraudulent claim paid or approved by the government;
- Conspiring to defraud the government to get a false or fraudulent claim paid or approved by the government; or
- Knowingly making a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.
- Federal Criminal False Claims Statutes (18 U.S.C. §§287,1001) Federal law makes it a criminal offense for anyone to make a claim to the United States government knowing that it is false, fictitious, or fraudulent. This offense carries a criminal penalty of up to five years in prison and a monetary fine.

ANTI-KICKBACK STATUTE (42 U.S.C. § 1320A-7B(B))

This statute prohibits anyone from knowingly and willfully receiving or paying anything of value to influence the referral of federal health care program business, including Medicare and Medicaid. Kickbacks can take many forms such as cash payments, entertainment, credits, gifts, free goods or services, the forgiveness of debt, or the sale or purchase of items at a price that is inconsistent with fair market value. Kickbacks may also include the routine waiver of copayments and/or coinsurance. Penalties

for anti-kickback violations include fines of up to \$25,000, imprisonment for up to five years, civil money penalties up to \$50,000, and exclusion from participation in federal health-care programs.

THE BENEFICIARY INDUCEMENT STATUTE (42 U.S.C. § 1320A-7A(A)(5))

This statute makes it illegal to offer remuneration that a person knows, or should know, is likely to influence a beneficiary to select a particular provider, practitioner, or supplier, including a retail, mail order or specialty pharmacy.

PHYSICIAN SELF-REFERRAL (“STARK”) STATUTE (42 U.S.C. § 1395NN)

The Stark Law prohibits a physician from referring Medicare patients for designated health services to an entity with which the physician (or an immediate family member) has a financial relationship, unless an exception applies. Stark Law also prohibits the designated health services entity from submitting claims to Medicare for services resulting from a prohibited referral. Penalties for Stark Law violations include overpayment/refund obligations, FCA liability, and civil monetary penalties. Stark Law is a “strict liability” statute and does not require proof of intent.

FRAUD ENFORCEMENT AND RECOVERY ACT (FERA) OF 2009

FERA made significant changes to the False Claims Act (FCA). FERA makes it clear that the FCA imposes liability for the improper retention of a Medicare overpayment. Consequently, a health care provider may now violate the FCA if it conceals, improperly avoids or decreases an “obligation” to pay money to the government.

COMPLIANCE REPORTING

Medicare beneficiaries, health-care providers, contractors, suppliers or team members with ethical, legal or compliance-related concerns or questions, may report concerns via our website at MidwestNetworkAlliance.com/compliance.

Emails generated by the form are treated with strict confidentiality. Individuals who submit concerns are protected from retaliation for reporting an issue in good faith. Submissions may include contact information or remain anonymous.

HIPAA Privacy and Security

Midwest Network Alliance is HIPAA compliant. We take great pride and care to protect patient health information.

It is the policy of the Midwest Network Alliance to comply with all applicable federal and state regulations governing privacy and confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). It is the policy of the Midwest Network Alliance to protect privacy and confidentiality through the appropriate acquisition, storage, maintenance, use, and destruction of information gathered during population health management and other activities of the Midwest Network Alliance or entrusted to the Midwest Network Alliance or patient care or administrative purposes. Information created or received during Midwest Network Alliance operations is a valuable asset of the Midwest Network Alliance and

belongs to the Midwest Network Alliance. Midwest Network Alliance workforce and business associates with access to private and/or confidential information will be held accountable for maintaining confidentiality.

Breach of confidentiality may result in sanctions, civil or criminal prosecution and penalties, and/or employment/academic corrective action, which could lead to dismissal or, as it relates to health care professionals associated with the Midwest Network Alliance, suspension or revocation of all access privileges or removal from the Midwest Network Alliance.

The Midwest Network Alliance workforce has a duty to protect confidential information. Breach of this duty includes but is not limited to the following:

- Accessing confidential information, in any form, without a “need to know” to perform assigned duties.
- Disclosing confidential information to individuals who do not have a “need to know” to perform assigned duties.
- Disclosing confidential information without proper authorization (see Use & Disclosure of Protected Health Information Policy).
- Leaving confidential information unattended in a non-secure area.
- Improper disposal of confidential information.
- Using another person’s user ID, password or other security codes.
- Assisting an unauthorized user to gain access to a secured information system.
- Using confidential information developed or received for Midwest Network Alliance purposes for other external or outside purposes (other than Midwest Network Alliance functions).
- Disclosing confidential information on social media (even if a patient’s name is not used, any information disclosed that may identify the patient constitutes a HIPAA violation).
- Violation of Midwest Network Alliance privacy or security policies.

Individuals who know or suspect that a privacy or security incident has occurred by another person or persons have a responsibility to report the incident to the Privacy and Security Officer of the Midwest Network Alliance. All individuals are to cooperate fully with those performing an investigation pursuant to the policy.



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