



Dispute Resolution Policy

Effective Date [Version]:

November 02, 2023

Background and Purpose

CommonWell Health Alliance, Inc. ("Alliance") has developed this policy to help its Members and Participants to resolve Disputes. For the purpose of this Policy "Dispute" means any controversy, dispute or disagreement arising out of or relating to the interpretation or implementation of Alliance Agreements or Alliance Policies.

Application

This Policy applies to all Members and Participants using its Services.

Terms and Conditions

1. Meet and Confer.

Prior to submitting a Dispute to the Dispute Resolution Process, the parties involved in the Dispute will meet and confer with each other, at least once, in good faith and at a mutually agreeable location (or by videoconference), to try to reach resolution (the "Informal Conference").

If the parties are unable to reach resolution through the Informal Conference, any involved Member may escalate the Dispute to the Dispute Resolution Process. To begin the formal Dispute Resolution Process, a Member must submit a written Dispute Summary to Alliance via email to dispute@commonwellalliance.org. The Dispute Summary must contain the following elements:

- a. The identity of the parties involved in the Dispute;
- b. A short statement of the material issue(s) involved in the Dispute;
- c. A brief summary of the outcome of the Informal Conference; and
- d. Any additional attachments or references that might be helpful to the Dispute Panel.

Disputes Between Members

- Upon receipt of a Dispute Summary for a Dispute between Members, Alliance will convene and notify the Dispute Resolution Subcommittee that a Dispute Summary was received.
 - The Dispute Resolution Subcommittee (the "Subcommittee") will consist of three (3) persons from Contributor Member organizations from the Operations Committee who are not associated with either party involved in the Dispute, and the Executive Director.
 - All members of the Subcommittee shall sign a Confidentiality Agreement by which they agree to maintain the confidentiality of any Confidential Information that they learn as part of a Dispute.
 - For each Dispute that is submitted to the Dispute Resolution Process, the Subcommittee members are required to declare any conflicts of interest. Once a Subcommittee member declares a conflict, the remaining Subcommittee members shall decide amongst themselves whether such member is eligible to serve on the Dispute Panel for such Dispute.
 - If there are not three Subcommittee members who do not have a conflict of interest, the Subcommittee will replace the conflicted member with a non-conflicted member.
 - The Subcommittee will constitute the Dispute Panel within fourteen (14) business

days of receiving notice and the Dispute Summary from Alliance. In no case will the constitution of the Dispute Panel take longer than thirty (30) business days, except with the consent of both parties.

- Once the Dispute Panel is constituted, the Dispute Panel will have fourteen (14) business days in which to convene a meeting of the involved parties (“First Panel Meeting”). During this meeting, each party shall have an opportunity to present its version of the Dispute and any information that it believes is pertinent to the Dispute Panel’s decision.
- The Dispute Panel may notify the parties if a second meeting (the “Second Panel Meeting”) is required to obtain further information. If applicable, the Dispute Panel and the parties will convene the Second Panel Meeting within fourteen (14) business days of the parties receiving notice from the Dispute Panel that the Second Panel Meeting is needed.
- At any point during the process, the Dispute Panel shall have the ability to request additional information from the parties to help it make its determination. If a party refuses to supply information that is requested by the Dispute Panel, the Dispute Panel will have the right to take such refusal into consideration and to determine if it can continue to hear the Dispute. Each party may mark materials produced during the dispute as “Confidential Information” and the Dispute Panel shall treat those documents as such in accordance with the terms of the applicable Confidentiality Agreement.
- The Dispute Panel shall recommend an equitable resolution of each submitted Dispute, considering all available evidence, the goals of Alliance, applicable documents and Agreements between the Parties, and applicable law, with input from Alliance legal counsel.
- The Dispute Panel has the authority to recommend corrective action plans with required timelines for implementation of such plans, suspension or termination of a party’s Membership, termination or suspension of a party’s ability to participate in Alliance Services or activities, or suspension or termination of a party’s applicable Member Services Agreement(s).
- Dispute Panel recommendations will consider the nature and severity of the issues identified through the Dispute process. Corrective action plans recommended by the Dispute Panel must be limited to those steps necessary to restore a party to compliance with applicable Membership or Service-related agreements. The Dispute Panel may not impose any monetary fine or penalty on either party.
- The Dispute Panel will issue a written recommendation for resolution to the Board of Directors (“Recommendation for Resolution”) within fourteen (14) business days of the First Dispute Meeting, or if applicable, within fourteen (14) business days of a Second Panel Meeting. In no case will the Dispute Panel take longer than forty (40) business days to issue the Recommendation for Resolution to the Board, unless it has the consent of both parties.
- The Board shall review the Recommendation for Resolution along with the information on which such Recommendation for Resolution was based, and either refer the Dispute back to the Dispute Panel for further information or issue a decision (“Board Resolution”).

- Within fourteen (14) business days of receiving the Board Resolution, each party shall determine whether to accept or reject the Resolution.
 - If a party chooses to accept the Board Resolution, it must act in accordance with the Resolution.
 - If a party refuses or fails to act in accordance with the Resolution, the party may be declared in breach of its Membership Agreement for failing to comply with the Resolution and in such a case the Board may suspended or terminate the party at its discretion.
- Board Resolutions under this Policy are final and non-appealable.