Carequality® Dispute Resolution Process

Effective Date: 01.06.2026

I. General Rules Applicable to All Disputes

1. Disputes that are required to be submitted through the Dispute Resolution Process

1.1. The Carequality Connected Agreement defines a "Dispute" to mean "any controversy, dispute or disagreement arising out of or relating to the interpretation or implementation of the Carequality Elements."

1.2. All Disputes are subject to Sections 1 - 5 of this Exhibit.

1.3. Disputes related to whether a Connection is properly using the Treatment Permitted Purpose must follow the process set forth in Path A. This includes Disputes regarding (i) whether a Connection is the type of entity that is able to query for Treatment or (ii) whether a Connection that is the type of entity that is able to query for Treatment is properly utilizing the Treatment Permitted Purpose. This type of Dispute does not include disagreements about the content or application of Applicant Business Rules or Organization Business Rules.

1.4. Disputes related to any issues other than whether a Connection is properly using the Treatment Permitted Purpose must follow the process set forth in Path B. Examples of Disputes that would follow the process set forth in Path B include, but are not limited to, disagreements about whether an Implementer is properly enforcing the CCT with respect to its Connections, disagreements about the implementation of a technical requirement, disagreements about the content or application of a Business Rule, or disagreements about whether an Implementer or CC is meeting the applicable reciprocity requirements.

1.5. Disputes brought by an Implementer against Carequality must follow the process set forth in Path C.

1.6. To the extent that a Dispute involves issues concerning both the use of the Treatment Permitted Purpose and any other issue(s), the issues will be bifurcated. The Dispute regarding use of the Treatment Permitted Purpose will be resolved first pursuant to the process in Path A. The remaining issue(s), if any, will then be resolved pursuant to the process in Path B.

1.7. In a Dispute, each party bears the responsibility of proving facts essential to their position. The Disputing Implementer must provide a sufficient amount of information and evidence, coupled with supporting citations to the Carequality Elements, to substantiate its allegation that the Disputed Implementer or Disputed Connection has breached its respective obligations under the CCA or CCT or otherwise prove its position on the issues in the

Dispute. The Disputed Implementer must provide a sufficient amount of information and evidence, coupled with citations to the Carequality Elements, to support its defenses.

1.8. Except for Disputes involving Delegation Participants, only one Disputed CC may be addressed per Dispute. If an Implementer has multiple CCs that are Disputing the same Disputed CC, then there may be multiple Disputing CCs listed in the same Treatment Dispute Form or Notice of Dispute. If the Dispute involves Delegation Participants, then both the Principal and Delegate (and their respective Implementers) may be addressed in the same Dispute. Notwithstanding the foregoing, Carequality staff reserves the right to consolidate multiple Disputes that were filed separately.

1.9. The following shall apply to all timelines set forth in this Process.

1.9.1. All timelines set forth in this Process are based on business days, which means any calendar day from Monday through Friday, excluding any Federal holidays, Virginia state holidays, or Carequality recognized holidays when Carequality is closed.

1.9.2. Any timelines set forth in this Process may be changed with the agreement of all Parties, Carequality and the DRC or DRCT, as applicable.

1.9.3. If a Party fails to submit information or otherwise act in accordance with a timeline set forth in this Process and the timeline has not been extended in accordance with this process, then the Process will continue to the next step despite the Party's failure to meet the timeline.

1.10. Recordings

1.10.1. Each DRCT or DRC Meeting will be recorded by Carequality and provided to each member of the DRCT or DRC, respectively, for their reference solely in connection with the Dispute.

1.10.2. The recordings, or segments thereof, may also be provided by Carequality to any subject matter experts engaged by the DRCT or DRC.

1.10.3. The recordings will not be provided to the Parties, the Steering Committee, or Board.

2. Who can submit a Dispute

2.1. Only Implementers can submit a Dispute against other Implementers or Carequality.

2.1.1. The Implementer who submits the dispute is referred to as the "Disputing Implementer".

2.1.2. The Implementer that the Dispute is filed against is referred to as the "Disputed Implementer".

2.1.3. The Disputing Implementer and Disputed Implementer will both be considered a "Party" for purposes of the Dispute Resolution Process.

2.2. A Carequality Connection ("CC") may only submit a Dispute through their Implementer.

2.2.1. If a CC has a Dispute against another Implementer or its Connection (the "Disputing CC"), the Disputing CC's Implementer will submit the Dispute on its behalf unless the Disputing CC's Implementer does not believe that the Disputing CC has a valid Dispute. In such case, the Disputing CC's Implementer must provide the Disputing CC with a written statement setting forth the Disputing CC's Implementer's evaluation of the issue and why it does not qualify for the Dispute Resolution Process. In the event the Disputing CC disagrees with its Implementer's evaluation of the issue and explanation of why it does not qualify for the Dispute Resolution Process and the issue involves a CC's use of the Treatment Permitted Purpose in Carequality, the Disputing CC may stand in the shoes of its Implementer as the Disputing Implementer for purposes of resolving the Dispute through this Policy.

2.2.2. The CC that the Dispute is filed against is referred to as the "Disputed CC".

2.2.3. The Disputing CC and Disputed CC will both be considered a "Party" for purposes of the Dispute Resolution Process.

2.3. Disputing Implementers may submit a Dispute against another Implementer's Connection through the Connection's Implementer. The Implementer will be referred to as the "Disputed Implementer" and the CC will be referred to as the "Disputed CC." The Disputed Implementer and the Disputed CC will be considered a "Party" for purposes of the Dispute Resolution Process.

2.3.1. In the event that a Disputed CC is a CC of more than one Implementer, the Disputing Implementer should submit the Dispute against the Implementer(s) that was acting as the CC's Implementer(s) when the behavior in question occurred.

2.4. Collectively, the Disputing Implementer, Disputed Implementer, Disputing CC and Disputed CC are the Parties.

2.5. In the event that the Dispute involves activities related to a Delegation Notice, the Disputing Implementer must identify whether it is bringing the Dispute against the Delegate (and its Implementer) and/or the associated Principal(s) (and its Implementer(s)). (The Delegate and Principal are each referred to as a "Delegation Participant.") If the Dispute is brought against both Delegation Participants (and their respective Implementers), then they will each be a Disputed CC and Disputed Implementer and a "Party" for purposes of the Dispute Resolution Process. If the Dispute is brought against only one Delegation Participant, then the Disputed Implementer and Disputed CC may include the other Delegation Participant (and its Implementer) in the DRCT or DRC Meeting.

3. Steering Committee and Board Roles

3.1. The Steering Committee will invite the Board to participate in any meetings of the Steering Committee where a Dispute or a related topic will be discussed.

3.2. Carequality staff will provide to the Steering Committee and Board a copy of the Dispute Resolution Calendar and will update the Steering Committee and Board of the completion of each step in the process (if applicable). This update will be a process update and not a substantive update.

3.3. In the event that a Party has a question about an ambiguity in the Dispute Resolution Process and raises that question to Carequality staff, the Steering Committee (or a subcommittee thereof) shall strive to convene within three (3) business days to review and provide guidance on the ambiguity.

3.4. A Steering Committee or Board member will be deemed to have a Conflict of Interest("COI") related to a Dispute if the Steering Committee or Board member is (i) an employee, contractor, agent, representative, officer, or director of any Party to the Dispute; (ii) a member of any committee, governance body, or board of any Party to the Dispute; (iii) an employee, contractor, agent, or representative of a Connection of any Party to the Dispute; (iv) a consultant or counsel to any Party on any matters whether or not related to the Dispute; or (v) an employee, contractor, agent, representative, officer, or director of a Delegation Participant that is not a Party to a Dispute but has been identified in connection with a Dispute, such Delegation Participant's upstream Connection, or such Delegation Participant's Implementer. A Steering Committee or Board member may also self-identify a COI.

3.5. Any Steering Committee or Board member that has a COI will be recused from all discussions and communications related to the Dispute meaning that they will not be present for any Steering Committee or Board discussions related to the Dispute or a recipient of any information related to the Dispute, except for the notification regarding a Pre-Dispute Conference Request.

3.5.1. For any Steering Committee meeting on a Dispute related issue, quorum will be established by the presence of a majority of the Steering Committee Members who do not have a COI and have not been, or have not requested to be, recused.

3.5.2. Except as otherwise set forth herein, for any Steering Committee decision on a Dispute related issue, the decision will be approved if a majority of the votes cast on the matter are for approval. A recusal or abstention will not be counted as a vote cast on the matter.

3.6. During a Dispute, the Board will be responsible for managing risks to Carequality and all external communications.

4. Confidentiality

4.1. All information submitted to Carequality, the Dispute Resolution Committee (DRC) or Dispute Resolution Committee for Treatment (DRCT) in connection with the Dispute Resolution Process is Confidential Information including, but not limited to, the Pre-Dispute Conference Request, Treatment Dispute Form, Treatment Dispute Response, Notice of Dispute, the Dispute Response, any materials presented at a DRC or DRCT Meeting, Preliminary and Recommended Dispute Resolution Findings, and the non-redacted copy of the Approved Dispute Resolution Findings. Carequality staff will inform the Steering Committee and Board of its confidential nature when sharing information with them.

4.2. Each member of the DRC, DRCT, Steering Committee, and Board must sign a Confidentiality Agreement that requires them to maintain the confidentiality of Confidential Information prior to receiving any information about the Dispute.

4.3. Carequality may only share publicly the existence of a Dispute, including the Parties to the Dispute; the progression of the Dispute through the process set forth herein; and, a copy of the Approved Dispute Resolution Findings. Any Confidential Information in the Approved Dispute Resolution Findings, as determined by Carequality staff under advice of counsel, will be redacted. Any decisions to publicly disclose information about a Dispute pursuant to this Section 4.3 will be made by the Carequality Board.

4.4. The Parties must not engage in any ex-parte communications with any members of Carequality staff, the DRC or DRCT, the Steering Committee or the Board on matters related to the Dispute. If a Steering Committee or Board member is contacted by a Party about the Dispute, they must immediately notify the Carequality Executive Director who will inform the DRC or DRCT and the other Parties to the Dispute. Any inadvertent ex parte communication must be immediately disclosed to all Parties. Parties may communicate with DRC or DRCT members regarding procedural matters through designated Carequality staff liaison. The foregoing shall not be interpreted to prohibit communications between Carequality staff and a Party on matters unrelated to the Dispute.

5. Pre-Dispute Conference Requirement

5.1. Section 20.1 of the CCA states the following: "Applicant also agrees to direct its Carequality Connections to use their best efforts to resolve issues that may arise between its Carequality Connections and other Implementers' Carequality Connections or other Implementers to the extent that such Implementers do not have Carequality Connections through informal discussions before seeking to invoke the Dispute Resolution Process. In addition, Applicant agrees that if such informal discussions do not successfully resolve the issues after good faith efforts, then before a Dispute is submitted to the Dispute Resolution Process, Applicant will seek to facilitate the informal resolution of such issues directly between itself and the other affected Implementer(s)." This Section 5 describes the informal resolution that is required by the CCA.

5.2. Prior to submitting any Dispute to the Dispute Resolution Process, the Disputing Implementer must provide written notice to the Disputed Implementer requesting a Pre-Dispute Conference to try to reach resolution of the Dispute (the "Pre-Dispute Conference Request").

5.3. The Pre-Dispute Conference Request must include, at a minimum, the following:

5.3.1. a summary of the matter in Dispute including, where applicable, the Disputing Implementer's basis for contesting the Treatment permitted purpose and the supporting information required by Section 1.7;

5.3.2. If related to a Connection, a list of all Connection(s) involved in the Dispute (including any Disputing CC or Disputed CC);

5.3.3. If the Dispute is related to the Treatment Purpose, the information collected by the Disputing Implementer pursuant to Path A, Section 1.3.

5.3.4. Detailed description of the information or actions that the Disputing Implementer is requesting that the Disputed Implementer take to resolve the Dispute.

5.4. Carequality staff will facilitate the scheduling of the Pre-Dispute Conference. The Disputing Implementer and Disputed Implementer will work cooperatively with Carequality and each other to schedule the Pre-Dispute Conference via teleconference or telephone within five (5) business days of the Disputed Implementer's receipt of the Pre-Dispute Conference Request.

5.5. Any Disputing Connection or Disputed Connection named in the Pre-Dispute Conference Request may participate in the Pre-Dispute Conference, at the election of named Connection's Implementer.

5.6. Any Connection(s) not listed in the Pre-Dispute Conference Request cannot be discussed during the Pre-Dispute Conference.

5.7. Carequality (via email to dispute@carequalitv.org) must be copied on the Pre-Dispute Conference Request when it is submitted to the Disputed Implementer. Carequality staff will notify all members of the Steering Committee and Board of receipt of a Pre-Dispute Conference Request within one (1) business day following receipt of the Pre-Dispute Conference Request. Such notification will only include the identity of the Parties. Within three (3) business days after the Steering Committee and Board's receipt of the notice of the Pre-Dispute Conference Request, each Steering Committee and Board member will provide to Carequality staff a written statement setting forth whether they have a COI, as defined in Section I.3.4, related to the Dispute.

5.8. Carequality staff and/or legal counsel will attend the Pre-Dispute Conference. Carequality staff and/or legal counsel will provide a summary of the Pre-Dispute Conference to the Steering Committee and Board at each of their next regularly scheduled meetings following the Pre-Dispute Conference.

5.9. Within three (3) business days following the Pre-Dispute Conference, Carequality staff and/or legal counsel will inform the Disputing Implementer and Disputed Implementer as to which Dispute Resolution Path(s) the Parties must utilize in the event the Pre-Dispute Conference did not resolve the Dispute.

5.10. Within ten (10) business days following the Pre-Dispute Conference, the Disputing Implementer must notify Carequality (via email to dispute@carequalitv.org), the Disputed Implementer and any other Parties that participated in the Pre-Dispute Conference regarding whether the Pre-Dispute Conference resolved the Dispute.

5.11. Provided that the Disputing Implementer works cooperatively and in good faith with the Disputed Implementer and Carequality to schedule the Pre-Dispute Conference, in the event the Pre-Dispute Conference cannot be held within five (5) business days of the Disputed Implementer's receipt of the Pre-Dispute Conference Request, the Disputing Implementer may proceed to initiate a Dispute. In such case, Carequality staff and/or legal counsel will inform the Disputing Implementer and Disputed Implementer as to which Dispute Resolution Path(s) the Parties must utilize by the sixth (6^{th}) business day after receipt of the Pre-Dispute Conference Request.

II. Path A – Dispute Resolution Process for All Disputes Related to the Treatment Permitted Purpose

1. Pre-Dispute Analysis Requirement

1.1. When an Implementer disputes a CC's use of the Treatment Permitted Purpose in Carequality, the Disputing Implementer must research the Disputed CC to determine the information set forth in Section 1.3 and provide its findings as part of the Pre-Dispute Conference Request.

1.2. When a CC Disputes another CC's use of the Treatment Permitted Purpose in Carequality, the CC must notify its Implementer. The Disputing Implementer must research the Disputed CC to determine the information set forth in Section 1.3, provide its findings back to the Disputing CC, and provide its findings as part of the Pre-Dispute Conference Request.

1.3. Information to be researched by the Disputing Implementer:

1.3.1. Is the Disputed CC a Principal, Delegate or health IT system used by Principals or Delegates?

1.3.2. If the Disputed CC is a Principal, is it listed in the Medicare directory: Medicare Fee-For-Service Public Provider Enrollment | CMS Data? If so, provide a link.

1.3.3. If the Disputed CC is a Delegate, does it have a signed Delegation Notice from the Principal or First Tier Delegate, as applicable, as evidenced by the pointers in the Directory?

2. Formation of the Dispute Resolution Committee for Treatment ("DRCT")

2.1. By October 31st of each year, Carequality will issue a request for all Implementers to submit a list of individuals who are HIPAA privacy SMEs and who would be willing to serve on the DRCT.[1]

2.2. The Steering Committee will appoint six (6) individuals who will each serve on the DRCT for a term of two years. The six (6) individuals should each be affiliated or associated with or nominated by different Implementers. Notwithstanding the foregoing, immediately following the Effective Date of this process, the Steering Committee will appoint the members of the first DRCT and will divide them equally into two groups, one of which will serve for a term of one year and one of which will serve for a term of two years. Members of the DRCT may serve up to three consecutive terms. If a DRCT member's term ends during the pendency of a Dispute, the member will continue to serve on the DRCT until the conclusion of such Dispute. DRCT members may, but are not required to be, employed by or affiliated with an Implementer or Connection.

2.3. The DRCT must include at least four (4) lawyers who specialize in healthcare privacy, HIPAA compliance, and/or interoperability.

2.4. Carequality staff will notify the DRCT within two (2) business days after receiving a Notice of Treatment Dispute. The notification will include a list of the Parties.

2.5. Within three (3) business days after the DRCT's receipt of the Notice of Treatment Dispute, each DRCT member will provide to Carequality staff a written statement setting forth whether they have a COI, as defined in Section I.3.4, related to the Dispute.

2.5.1. With respect to any specific Dispute, a member of the DRCT will be deemed to have a Conflict of Interest ("COI") if the individual is (i) an employee, contractor, agent, representative, officer, or director of any Party to the Dispute; (ii) a member of any committee, governance body, or board of any Party to the Dispute; (iii) an employee, contractor, agent, or representative of a Connection of any Party to the Dispute; (iv) a consultant or counsel to any Party on any matters whether or not related to the Dispute; or (v) an employee, contractor, agent, representative, officer, or director of a Delegation Participant that is not a Party to a Dispute but has been identified in connection with a Dispute, such Delegation Participant's upstream Connection, or such Delegation Participant's Implementer.

2.6. Within five (5) business days after Carequality staff receives the Notice of Treatment Dispute, Carequality staff will inform the DRCT of which three (3) members of the DRCT will be hearing the Dispute. At least 2 of the 3 members must be lawyers. In subsequent sections of this Policy, a reference to the DRCT will mean the 3 members selected to hear a particular Dispute.

3. Submission of a Dispute Involving the Treatment Permitted Purpose

3.1. Notice of Dispute

[1] Notwithstanding the timelines set forth in Section 2.1, following the effective date of this Exhibit 1, Carequality and the Steering Committee will undertake the process set forth herein for solicitating nominations for the DRCT.

3.1.1. If the Pre-Dispute Conference did not resolve the issue and the Implementer believes that (i) a Connection is not the type of entity that is able to query for Treatment or (ii) a Connection that is the type of entity that is able to query for Treatment is not properly utilizing the Treatment Permitted Purpose, then the Implementer may choose to continue in the Dispute Resolution Process by submitting a Treatment Dispute Form. A Treatment Dispute Form, the form of which will be available at carequality.org, must be submitted simultaneously to Carequality (via email to dispute@carequalitv.org), the Disputed Implementer and all other Parties. The subject line must state "Notice of Treatment Dispute." (Note: If the Disputing Implementer chooses to not continue in the Dispute Resolution Process, the Disputing Implementer must comply with all applicable Framework Requirements, including required response obligations.)

3.1.2. The Treatment Dispute Form must contain at least the following:

3.1.2.1. Name of Disputing Implementer

3.1.2.2. Name of Disputing CC(s) (if any)

3.1.2.3. Name of the Disputed Implementer

3.1.2.4. Name of the Disputed CC

3.1.2.5. A summary of the facts related to the Dispute and the respective positions of the Parties, as established during the Pre-Dispute Conference.

3.1.2.6. A statement as to whether the Disputing CC or Disputing Implementer believes that (i) the Disputed CC is a type of entity that is not eligible to query for the Treatment Permitted Purpose or (ii) the Disputed CC is the type of entity that has the authority to query for the Treatment Permitted Purpose but is using the Treatment Permitted Purpose for non-treatment queries.

3.1.2.7. A thorough and detailed description of the evidence, documentation or information that the Disputing Implementer or Disputing CC has that causes it to have the belief stated in 3.1.2.6 above.

3.1.2.7.1. Note: The fact that a CC has multiple lines of service should not, in and of itself, give rise to a Dispute regarding whether the CC is using Carequality for Treatment. Evidence must be provided that the CC is using Carequality for its non-Treatment lines of business or Treatment is not a line of business.

3.1.3. Within one (1) business day of receiving a Treatment Dispute Form, Carequality staff will inform the Disputing Implementer and the Disputed Implementer if the Treatment Dispute Form does not comply with the requirements of this Process. The Disputing Implementer will have one (1) business day to amend and resubmit a Treatment Dispute Form. All subsequent timelines will be based off of the date of submission of the amended Treatment Dispute Form.

3.1.4. Carequality staff will notify the Steering Committee and Board of receipt of a Treatment Dispute Form at each of their next regularly scheduled meetings following

receipt of the Treatment Dispute Form. The content and substance of the Treatment Dispute Form will not be shared with the Steering Committee except in accordance with the below.

3.2. Dispute Response

3.2.1. The Disputed Implementer or Disputed CC must respond in writing to the Treatment Dispute Form within five (5) business days after receipt of the Treatment Dispute Form by submitting the Treatment Dispute Response Form, the form of which will be available at carequality.org ("Treatment Dispute Response"). If, however, the Disputed Implementer receives more than three (3) Treatment Dispute Forms within a seven day period, the Disputed Implementer must submit each Treatment Dispute Response within ten (10) business days of receipt of the respective Treatment Dispute Form, unless an extension is approved by Carequality staff.

3.2.2. The Treatment Dispute Response Form must contain at least the following:

3.2.2.1. Disputed Implementer Name

3.2.2.2. Disputed CC's Name (including DBAs and legal entity name)

3.2.2.3. Disputed CC's Website

3.2.2.4. Identification of the CC as a Principal, Delegate or health IT system

3.2.2.5. Identification of the CC as a Covered Entity, Business Associate or Non-HIPAA Entity

3.2.2.6. A statement as to whether the Disputed Implementer agrees with the facts and the respective positions of the Parties, as set forth in the Treatment Dispute Form. If the Disputed Implementer disagrees, it must submit its statement of facts and the respective positions of the Parties, as established during the Pre-Dispute Conference.

3.2.2.7. Documentation of any evidence to support treatment. Potential examples include:

3.2.2.7.1. For Principals

3.2.2.7.1.1. Listing in a payer directory or other evidence of third party payer reimbursement for healthcare services (e.g. Medicare Fee-For-Service Public Provider Enrollment | CMS Data, Medicaid directory, third party payer directory or evidence of claims submission and reimbursement)

3.2.2.7.1.2. At least 1 brick and mortar location at which patients can schedule an appointment with a licensed provider to be seen in person

3.2.2.7.1.3. Evidence of malpractice coverage

3.2.2.7.2. For Delegates

3.2.2.7.2.1. Signed Delegation Notice from the Principal or First Tier Delegate, as applicable, as evidenced by the pointers in the Directory

3.2.2.7.3. For health IT systems

3.2.2.7.3.1. Description of the way in which the health IT system is used by health care providers in a treatment workflow

3.2.2.8. If the Disputing Implementer is alleging that a Connection that is the type of entity that is able to query for Treatment, but is not properly utilizing the Treatment Permitted Purpose, then the Disputed Implementer should provide the following:

3.2.2.8.1. Description of the line of business(es) for which the CC queries through Carequality

3.2.2.8.2. Description of the workflows that trigger queries

3.2.2.8.3. Explanation of the ways in which the Disputed CC distinguishes queries for Treatment from other Permitted Purposes

3.2.2.8.4. Description of the role of licensed individual professionals in the workflows that trigger and review the results of queries

3.2.2.8.5. Description of the information that is shared back through Carequality and an example of the information (de-identified or anonymized)

3.2.2.9. Any additional supporting information the Implementer wishes to provide

3.2.3. Upon the later of (i) receipt of the Treatment Dispute Response from each Party; or (ii) six (6) business days after receipt of the Treatment Dispute Form (unless the Disputed Implementer was granted additional time to submit the Treatment Dispute Response), Carequality staff will send to the Steering Committee and Board the Treatment Dispute Form and Treatment Dispute Response, if any. Carequality staff may also include, in writing, any information to which Carequality staff is privy that is related to the Dispute. Any information provided by Carequality staff will also be provided to the Parties, unless such information is the confidential information of an Implementer or CC that is not a party to the Dispute.

4. DRCT Review and Resolution

4.1. Carequality staff will provide the DRCT the Treatment Dispute Form and the Treatment Dispute Response within one (1) business day of receiving the Treatment Dispute Response.

4.2. The DRCT is expected to evaluate each Dispute based upon the requirements of the Carequality Connected Agreement, the Carequality Connection Terms, the relevant Implementation Guide, any related Carequality Policies, and other relevant considerations.

4.3. Within seven (7) business days of receiving the Treatment Dispute Form and the Treatment Dispute Response, each member of the DRCT will individually provide to Carequality staff, in writing, such member's findings as to whether the Disputed Connection is (i) the type of entity that is eligible to query for Treatment through Carequality, or (ii) has the authority to query for the Treatment Permitted Purpose but is using the Treatment Permitted Purpose for non-treatment queries (as applicable based on

the Treatment Dispute Form). Each member of the DRCT may also submit requests for additional information from any Party to the extent it is required for the member to make a determination.

4.4. Carequality staff will compile any additional information requests and send it to the respective Party (with a copy to all Parties). The Party will have five (5) business days to respond. Information requests must be reasonable, proportionate, and relevant to the Dispute. A Party may object to an information request if it believes it is overly broad or burdensome, responsive information is privileged, or responsive information is a trade secret. In any such objection, the Party must state that information it is willing to provide as an alternative to the requested information. Provided an information request meets these criteria, the Parties shall cooperate with such requests in accordance with the Carequality Connected Agreement or Carequality Connection Terms. Neither the DRCT nor Carequality, however, shall have the authority to compel a response or the production of testimony or documents by the Parties. If a Party refuses to supply information that was reasonably requested by the DRCT or Carequality, the DRCT will have the right to evaluate whether it will continue to hear the Dispute.

4.5. Carequality staff will forward the additional information to all members of the DRCT. Within five (5) business days of receiving the additional information, each member of the DRCT will individually provide to Carequality staff, in writing, such member's findings as to whether the Disputed Connection is (i) the type of entity that is eligible to query for Treatment through Carequality, or (ii) has the authority to query for the Treatment Permitted Purpose but is using the Treatment Permitted Purpose for non-treatment queries (as applicable based on the Treatment Dispute Form).

4.6. If there is unanimous agreement among the members of the DRCT, Carequality staff and/or legal counsel will summarize the Treatment Dispute Form, the Treatment Dispute Response, and the DRCT's findings in written Dispute Resolution Findings. Within five (5) business days of receiving all of the DRCT's individual responses, Carequality staff will prepare and send to the DRCT a draft of the Dispute Resolution Findings for confirmation of its accuracy and approval by each member. Each member will strive to confirm or provide feedback within three (3) business days.

4.6.1. Within one (1) business day of receiving approval from all DRCT members, Carequality staff will provide the Treatment Dispute Form, Treatment Dispute Response, and proposed Dispute Resolution Findings to the Steering Committee and the Board.

4.6.2. If, within two (2) business days of providing the Treatment Dispute Form, Treatment Dispute Response, and proposed Dispute Resolution Findings to the Steering Committee, Carequality staff receives a written objection to the Approved Dispute Resolution Findings from 80% or more of the Steering Committee Members who do not have a COI and have not been, or have not requested to be, recused ("SC Supermajority Objection"), then the DRCT shall hold a DRCT Meeting in accordance with Section 4.7 and proceed accordingly.

4.6.3. If there is not an SC Supermajority Objection, then on the third business day following the Steering Committee's receipt of the Treatment Dispute Form,

Treatment Dispute Response, and proposed Dispute Resolution Findings, the proposed Dispute Resolution Findings will become the Approved Dispute Resolution Findings and Carequality staff will provide the Approved Dispute Resolution Findings to the Parties and all Implementers (redacted, if applicable).

4.7. If there is not unanimous agreement among the members of the DRCT or if there is an SC Supermajority Objection, then, at a mutually agreed time, but no later than ten (10) business days after Carequality staff receives all of the DRCT's individual responses or the SC Supermajority Objection, as applicable, the DRCT will hold a DRCT Meeting with the Parties.

4.7.1. Only members of the DRCT, the Parties, their respective counsel, Carequality staff, and Carequality counsel may attend and participate in the DRCT Meeting. If applicable, the non-Party Delegation Participant and its respective counsel, upstream Connection, and/or Implementer may also attend and participate in the DRCT Meeting at the discretion of the Delegation Participant that is a Party.

4.7.2. Carequality staff or counsel will facilitate the DRCT Meeting.

4.7.3. All three (3) members of the DRCT must be present at the DRCT Meeting.

4.7.4. During each DRCT Meeting, the Disputing Implementer and the Disputed Implementer will each have 1 hour to present their case to the DRCT. Information presented must be limited to the issues identified in the Treatment Dispute Form. If new information becomes available after the submission of the Treatment Dispute Form, such information must be provided in writing to Carequality staff at least three (3) business days prior the DRCT Meeting. Carequality staff will provide such information to the DRCT.

4.7.4.1. If Disputing CCs or Disputed CCs are Parties, any information or presentation that they wish to provide to the DRCT must be included within the time allotted to their Implementer. Any written submissions must be provided to Carequality at least three (3) business days prior to the DRCT Meeting.

4.7.4.2. Following the presentations by the Disputing Implementer and the Disputed Implementer, the DRCT Meeting will recess for 1.5 hours. During the recess, the DRCT will meet to formulate any questions it has for the Parties. Following the recess, the DRCT Meeting will reconvene with the Parties. The DRCT may engage in a question and answer session with the Parties. At the end of the question and answer session, the Disputing Implementer and Disputed Implementer will each be given 10 minutes to make any closing remarks.

4.7.5. The DRCT and Carequality may ask questions of the Parties during the DRCT Meeting and may request reasonable additional information be submitted by the Parties following the DRCT Meeting. Information requests must be reasonable, proportionate, and relevant to the Dispute. A Party may object to an information request if it believes it is overly broad or burdensome, responsive information is privileged, or responsive information is a trade secret. In any such objection, the Party

must state that information it is willing to provide as an alternative to the requested information. Each Party will have five (5) business days to submit the requested information. The Parties shall cooperate with such requests in accordance with the Carequality Connected Agreement or Carequality Connection Terms. Neither the DRCT nor Carequality, however, shall have the authority to compel a response or the production of testimony or documents by the Parties. If a Party refuses to supply information that was reasonably requested by the DRCT or Carequality, the DRCT will have the right to evaluate whether it will continue to hear the Dispute.

4.7.6. The Parties may not question each other during the DRCT Meeting.

4.7.7. Within fifteen (15) days following the DRCT Meeting, the DRCT will meet internally to discuss and vote on the Dispute Resolution Findings.

4.7.7.1. If the DRCT unanimously agrees on the Dispute Resolution Findings, then the Dispute Resolution Findings will be considered the proposed Dispute Resolution Findings.

4.7.7.1.1. Within one (1) business day of receiving approval from all DRCT members, Carequality staff will provide the Treatment Dispute Form, Treatment Dispute Response, and proposed Dispute Resolution Findings to the Steering Committee and the Board.

4.7.7.1.2. If, within two (2) business days of providing the Treatment Dispute Form, Treatment Dispute Response, and proposed Dispute Resolution Findings to the Steering Committee, Carequality staff receives an SC Supermajority Objection, then the Steering Committee shall proceed in accordance with Section 4.7.7.2.

4.7.7.1.3. If there is not an SC Supermajority Objection, then on the third business day following the Steering Committee's receipt of the Treatment Dispute Form, Treatment Dispute Response, and proposed Dispute Resolution Findings, the proposed Dispute Resolution Findings will become the Approved Dispute Resolution Findings and Carequality staff will provide the Approved Dispute Resolution Findings to the Parties and all Implementers (redacted, if applicable).

4.7.7.2. If the DRCT does not unanimously agree on the Dispute Resolution Findings or there is an SC Supermajority Objection, then the Dispute Resolution Findings as recommended by two (2) of the DRCT members and any information or materials reviewed by the DRCT related to the Dispute will be sent to the Steering Committee for review and action. The Steering Committee will strive to convene within five (5) business days of receiving the Dispute Resolution Findings from the DRCT or the SC Supermajority Objection, as applicable. At the Steering Committee meeting, the members of the DRCT will present the Dispute Resolution Findings. The Steering Committee may (i) by a simple majority vote of the votes cast, approve the Dispute Resolution Findings; or (ii) by a super majority vote of 80% of the votes cast, revise the Dispute

Resolution Findings if the Steering Committee finds that the DRCT failed to comply with this Process and such failure adversely impacted the outcome. Within one (1) business day of receiving approval of the Dispute Resolution Findings from the Steering Committee, Carequality staff will provide the Approved Dispute Resolution Findings to the Parties, the Board and all Implementers (as redacted, if applicable).

4.8. If, at any time, either Carequality staff or at least two of the DRCT members find that there is a substantial likelihood that the Disputed CC is not eligible to submit queries for Treatment or is using the Treatment Permitted Purpose for non-treatment queries, the Carequality Executive Director or his/her designee will require the Implementer to suspend the CC until Treatment can be confirmed, if possible.

4.9. The DRCT may request that Carequality provide the DRCT with access to additional subject matter experts, including but not limited to Carequality legal counsel, to advise it on relevant matters.

4.10. At the DRCT's discretion, the DRCT may convene internal meetings with only the DRCT and Carequality staff and counsel to evaluate the Dispute and develop the Dispute Resolution Findings. All three (3) members of the DRCT must be present at any such internal meetings.

4.11. Notwithstanding the foregoing, any timelines for the DRCT may be extended by ten (10) business days if the DRCT is addressing more than one Dispute at the same time.

4.12. There is no appeal of the Approved Dispute Resolution Findings.

III. Path B – Dispute Resolution Process for All Disputes Except Those Related to the Treatment Permitted Purpose

1. Formation of a Dispute Resolution Committee ("DRC")

1.1. The following types of subject matter experts ("SMEs") may be useful in the resolution of a Dispute:

1.1.1. Technical: Individuals who are familiar with the Carequality technical requirements, including the history of development and implementation by Implementers

1.1.2. Privacy: Individuals who are familiar with HIPAA and/or state health information privacy rules

1.1.3. Policy: Individuals who are familiar with Carequality's Framework policies and requirements

1.1.4. Legal: Lawyers who are familiar with Carequality's Framework policies and requirements

1.1.5. Clinicians: Healthcare providers or those who present healthcare providers who participate in Carequality

1.2. By October 31st of each year, Carequality will issue a request for all Implementers to submit a list of individuals who are SMEs in the categories identified above and who would be willing to serve on a Dispute Resolution Committee. Each Implementer may submit up to ten (10) individuals, with a maximum of three (3) for any one category. Implementers will be required to submit their lists no later than November 30th of such year.[2]

1.2.1. Individuals submitted by Implementers must be an employee or agent of the Implementer or one of its Connections.

1.2.2. For each individual submitted, the Implementer must provide the following:

1.2.2.1. Identification of the SME category(ies) for which the individual is being submitted;

1.2.2.2. Copy of the individual's resume demonstrating the subject matter expertise;

[2] Notwithstanding the timelines set forth in Sections 1.2 and 1.3, following the effective date of this Exhibit 1, Carequality and the Steering Committee will undertake the processes set forth herein for developing the roster and such roster shall remain in effect until the Steering Committee approves a subsequent roster pursuant to Sections 1.2 and 1.3.

1.2.2.3. List of any organization(s) for which the individual serves as an employee, contractor, agent, representative, officer, director or member of any committee, governance body or board; and

1.2.2.4. List of any other affiliations or relationships between the individual and an Implementer or CC.

1.3. By December 31 of each year, the Steering Committee (or a subcommittee thereof) will review all submissions and approve a roster of SMEs for each of the categories identified above. Once approved, Carequality staff will list the SMEs for each category in a random order that will be followed whenever a DRC is empaneled (see Section 2). This list will be used to empanel a Dispute Resolution Committee ("DRC") for any Disputes that arise during the subsequent year.

1.3.1. For the first list of SMEs, the approved SMEs in each category will be divided equally into two groups, one of which will serve for a term of one year and one of which will serve for a term of two years. Thereafter, each SME approved for the list will remain on the list for two years. Notwithstanding the foregoing, an SME will be removed from the list if they no longer meet the qualifications set forth in Section 1.2.1. If an SME is on a DRC and the SME's term ends during the pendency of such Dispute, the SME will continue to serve on the DRC until the conclusion of such Dispute.

2. DRC Empanel Process

2.1. A DRC will be composed of five (5) SMEs from the approved roster. When Carequality receives a Pre-Dispute Conference Request, Carequality staff will identify the types of SMEs that will be required in the event a Dispute is submitted. Carequality staff will select the SMEs from the roster based on the randomized order in which the SMEs are listed.

2.2. Carequality staff will notify the selected SMEs within ten (10) business days of receiving a Pre-Dispute Conference Request. The notification will include a summary of the Pre-Dispute Conference Request, a list of the Parties, and the Dispute Resolution Calendar (see below). Within three (3) business days after the SME's receipt of the notice of the Pre-Dispute Conference Request, each SME will provide to Carequality staff a written statement setting forth whether they have a COI, as defined in Section I.3.4, related to the Dispute.

2.3. If any SME has a COI or otherwise declines to participate, then the next SME in the randomized order will be selected.

2.3.1. An SME will be deemed to have a COI if the SME is (i) an employee, contractor, agent, representative, officer, or director of any Party to the Dispute; (ii) a member of any committee, governance body, or board of any Party to the Dispute; (iii) an employee, contractor, agent, or representative of a Connection of any Party to the Dispute; (iv) a consultant or counsel to any Party on any matters whether or not related to the Dispute; or (v) an employee, contractor, agent, representative, officer, or

director of a Delegation Participant that is not a Party to a Dispute but has been identified in connection with a Dispute, such Delegation Participant's upstream Connection, or such Delegation Participant's Implementer.

2.4. If a DRC is empaneled and a Dispute is not submitted, then the SMEs will remain on the list in their original order. If a DRC is empaneled and a Dispute is submitted, then the SMEs will be moved to the bottom of the list.

2.5. The Parties, Steering Committee, and Board will be notified of the identity of the DRC after Carequality receives a Notice of Dispute.

3. Submission of a Dispute

3.1. If the Disputing Implementer and Disputed Implementer are unable to reach resolution through the Pre-Dispute Conference and the Disputing Implementer wants to progress through the Dispute Resolution Process, the Disputing Implementer will submit a Notice of Dispute. The Notice of Dispute must be submitted within fifteen (15) business days after the Pre-Dispute Conference. A Notice of Dispute must be submitted simultaneously to Carequality (via email to dispute@carequalitv.org), the Disputed Implementer and all other Parties. The subject line must state "Notice of Dispute." If a Notice of Dispute is not submitted within such time period, then the Disputing Implementer must go through the Pre-Dispute Conference again prior to submitting a Notice of Dispute.

3.2. **Notice of Dispute**

3.2.1. The Notice of Dispute must contain the following:

3.2.1.1. Identification of all Implementer(s) and Connection(s) involved in the Dispute;

3.2.1.2. Summary of the Pre-Dispute Conference, including the facts related to the Dispute and the respective positions of the Parties, as established during the Pre-Dispute Conference, and the issues that could not be resolved;

3.2.1.3. Detailed description of the specific issue(s) that are still in dispute, including citations to any Carequality Elements that are relevant to the Dispute;

3.2.1.4. Any documentation or proof related to the allegations in the Dispute; and

3.2.1.5. Requested relief, remedies, or other desired outcome from the Dispute.

3.2.2. The Notice of Dispute must not contain the following:

3.2.2.1. issues that were not identified and discussed during the Pre-Dispute Conference.

3.2.2.2. any Protected Health Information ("PHI").

3.2.3. Within one (1) business day of receiving a Notice of Dispute, Carequality staff will inform the Disputing Implementer and the Disputed Implementer if Notice of Dispute that does not comply with the requirements of this Process. The Disputing Implementer will have one (1) business day to amend and resubmit a Notice of Dispute. All subsequent timelines will be based off of the date of submission of the amended Notice of Dispute.

3.2.4. Carequality staff will notify the Steering Committee and Board of receipt of a Notice of Dispute at each of their next regularly scheduled meetings following receipt of the Notice of Dispute. The content and substance of the Notice of Dispute will not be shared with the Steering Committee or Board except in accordance with the below.

3.3. **Dispute Response**

3.3.1. The Disputed Implementer or Disputed CC must respond in writing to the Notice of Dispute within fifteen (15) business days after receipt of the Notice of Dispute ("Dispute Response"). In the Dispute Response, the Disputed Implementer or Disputed CC must include a statement as to whether the Disputed Implementer or Disputed CC agrees with the facts and the respective positions of the Parties, as set forth in the Notice of Dispute. If the Disputed Implementer or Disputed CC disagrees, it must submit its statement of facts and the respective positions of the Parties, as established during the Pre-Dispute Conference.

3.3.2. Upon the later of (i) receipt of the Dispute Response from each Party; or (ii) sixteen (16) business days after receipt of the Notice of Dispute, Carequality will send to the Steering Committee, Board, and DRC, the Notice of Dispute and Dispute Response(s), if any. Carequality staff may also include, in writing, any information to which Carequality staff is privy that is related to the Dispute. Any information provided by Carequality staff will also be provided to the Parties simultaneously, unless such information is the confidential information of an Implementer or CC that is not a party to the Dispute, in which case such confidential information will only be provided to the Steering Committee, Board, and/or DRC.

4. DRC Meetings

4.1. Only members of the DRC, the Parties, their respective counsel, Carequality staff, and Carequality counsel may attend the DRC Meeting. (See the Dispute Resolution Calendar for timing of the DRC Meeting.)

4.2. Carequality staff or counsel will facilitate the DRC Meeting.

4.3. At least three (3) members of the DRC must be present at the DRC Meeting.

4.4. During each DRC Meeting, the Disputing Implementer and the Disputed Implementer will each have 1.5 hours to present their case to the DRC. Information presented must be limited to the issues identified in the Notice of Dispute. If new information becomes available after the submission of the Notice of Dispute, such information must be provided

in writing to Carequality staff at least three (3) business days prior the DRC Meeting. Carequality staff will provide such information to the DRC.

4.4.1. If Disputing CCs or Disputed CCs are Parties, any information or presentation that they wish to provide to the DRC must be included within the time allotted to their Implementer. Any written submissions must be provided to Carequality at least three (3) business days prior to the DRC Meeting.

4.4.2. Following the presentations by the Disputing Implementer and the Disputed Implementer, the DRC Meeting will recess for 1.5 hours. During the recess, the DRC will meet to formulate any questions it has for the Parties. Following the recess, the DRC Meeting will reconvene with the Parties. The DRC may engage in a question and answer session with the Parties. At the end of the question and answer session, the Disputing Implementer and Disputed Implementer will each be given 20 minutes to make any closing remarks.

4.5. The DRC or Carequality may request reasonable additional information be submitted by the Parties at any time. Information requests must be reasonable, proportionate, and relevant to the Dispute. A Party may object to an information request if it believes it is overly broad or burdensome, responsive information is privileged, or responsive information is a trade secret. In any such objection, the Party must state that information it is willing to provide as an alternative to the requested information. Provided an information request meets these criteria, the Parties shall cooperate with such requests in accordance with the Carequality Connected Agreement or Carequality Connection Terms. Neither the DRC nor Carequality, however, shall have the authority to compel a response or the production of testimony or documents by the Parties. If a Party refuses to supply information that was reasonably requested by the DRC or Carequality, the DRC will have the right to evaluate whether it will continue to hear the Dispute.

4.6. The Parties may not question each other during the DRC Meetings.

4.7. The DRC may request that Carequality provide the DRC with access to additional subject matter experts, including but not limited to Carequality legal counsel, to advise it on relevant matters.

4.8. At the DRC's discretion, the DRC may convene internal meetings with only the DRC and Carequality staff and counsel to evaluate the Dispute and develop the Dispute Resolution Findings. At least three (3) members of the DRC must be present at any such internal meetings.

5. Dispute Resolution Findings

5.1. The DRC is expected to develop an appropriate and equitable resolution of each submitted Dispute, considering all available evidence; the goals of Carequality; the requirements of the Carequality Connected Agreement, the Carequality Connection Terms, the relevant Implementation Guide, any related Carequality Policies; and, other relevant considerations.

5.2. To the extent necessary to address any issues identified through the Dispute, the DRC has the authority to recommend corrective action plans with required timelines for implementation of such plans, suspension of a Party's ability to participate in Carequality activities, or termination of a Party's status as an Implementer or Carequality Connection. Corrective action plans recommended by the DRC must be limited to those steps necessary to restore a party to compliance with the Carequality Elements as determined by the DRC. If a corrective action plan is recommended, the recommendation must include the process for reviewing a Party's compliance with such corrective action plan and the consequences for failure to comply. The type of recommendation will depend on the nature and severity of the issues identified through the Dispute.

5.2.1. If the corrective action plan involves a Disputed Connection that is a Connection of more than one Implementer and the DRC believes that it is necessary to impose the corrective action plan on the Disputed Connection's other Implementer(s) that is not a Party to the Dispute, then the DRC may do so provided that the DRC includes such other Implementer(s) in the feedback process set forth in Section 5.5 and the DRC provides to such other Implementer(s) an explanation of why the DRC has included such Implementer(s) in the corrective action plan.

5.3. The DRC may not impose any monetary penalty on any Party or otherwise require the provision of funds or in-kind support by one Party to the other.

5.4. The DRC will draft the Preliminary Dispute Resolution Findings which must include the following:

5.4.1. Summary of the background on the Dispute and issues involved;

5.4.2. Analysis of issues presented during Dispute and the DRC's findings on each issue;

5.4.3. Input provided by any subject matter experts that were engaged by Carequality or the DRC;[3] and

5.4.4. Recommended corrective action plans and resolutions, if any.

5.5. Following completion of the draft of the Preliminary Dispute Resolution Findings and in accordance with the Dispute Resolution Calendar, the DRC shall submit the Preliminary Dispute Resolution Findings to the Parties for their review. The Disputing Implementer and Disputed Implementer may provide feedback on the Preliminary Dispute Resolution Findings in accordance with the Dispute Resolution Calendar. Such feedback may include any feedback from the Disputing CC or Disputed CC, but the Disputing CC or Disputed CC cannot submit independent feedback.

5.5.1. Feedback from the Disputing Implementer and Disputed Implementer may include, but is not limited to, feedback on the timelines for any remediation plans, questions

[3] The identity of subject matter experts who were engaged by Carequality or the DRC must remain confidential and may only be shared with the Steering Committee and the Board.

about the requirements of a remediation plan, identification of factual errors, or an indication of any specific content in the Preliminary Dispute Resolution Findings that the Party believes to be Confidential Information that should be redacted in the published version of the Dispute Resolution Findings. The Disputing Implementer or Disputed Implementer's identification of Confidential Information is not dispositive of whether such information is actually Confidential Information.

5.6. The DRC may consider any feedback provided by the Disputing Implementer and Disputed Implementer while finalizing the Dispute Resolution Findings for the Steering Committee's review. The DRC is not, however, required to incorporate any such feedback into its Recommended Dispute Resolution Findings.

5.7. In accordance with the Dispute Resolution Calendar, the Steering Committee shall review the Recommended Dispute Resolution Findings along with the information on which such Recommended Dispute Resolution Findings were based. At the Steering Committee meeting at which the Recommended Dispute Resolution Findings are reviewed, the members of the DRC will present the Recommended Dispute Resolution Findings. The Steering Committee may (i) by a simple majority vote of the votes cast, approve the Recommended Dispute Resolution Findings as submitted to the Steering Committee (except the Steering Committee may make typographical or other minor corrections); (ii) by a simple majority vote of the votes cast, remand the Recommended Dispute Resolution Findings back to the DRC with instructions for revisions if the Steering Committee finds that the DRC failed to comply with this Process and such failure adversely impacted the outcome; or (iii) by a super majority vote of 80% of the votes cast, revise the substantive content of the Recommended Dispute Resolution Findings.

5.7.1. If the Steering Committee approves, then the document it approves becomes the "Approved Dispute Resolution Findings."

5.7.2. If the Steering Committee remands the Recommended Dispute Resolution Findings back to the DRC, the DRC shall take into account the Steering Committee's instructions for revisions but is not required to implement them. The DRC will then repeat steps 5.5 – 5.7.

5.8. Carequality will notify each Party of the Steering Committee's approval of the Approved Dispute Resolution Findings. In accordance with the Dispute Resolution Calendar, each Party shall provide notice to Carequality (via email to dispute@carequalitv.org) and the other Parties stating whether the Party:

5.8.1. Accepts the Approved Dispute Resolution Findings and agrees to act in accordance with the Approved Dispute Resolution Findings.

5.8.1.1. If a Party fails to act in accordance with the Approved Dispute Resolution Findings, the Steering Committee, upon recommendation from the DRC, shall declare such Party in breach of the Carequality Connected Agreement or Carequality Connection Terms for failing to comply with the Carequality Elements and may suspend or terminate the Party, accordingly.

5.8.2. Reject the Approved Dispute Resolution Findings and terminate its participation in Carequality.

5.8.2.1. If an Implementer or CC chooses to terminate its participation in Carequality, it has twenty (20) business days from the date it provides notice of its rejection and subsequent termination to Carequality.

5.9. There is no appeal of the Approved Dispute Resolution Findings.

6. Dispute Resolution Calendar

6.1. While the Disputing Implementer and Disputed Implementer are encouraged to resolve the issue through the Pre-Dispute Conference, to help ensure that the Dispute is resolved expeditiously in the event it proceeds in the process, Carequality will strive to establish the calendar for the Dispute within fifteen (15) business days of receiving the Pre-Dispute Conference Request. The Dispute Resolution Calendar will be based on the timelines below.

6.2. Day 1: Receipt of Pre-Dispute Conference Request

6.3. + 10 Business Days: Pre-Dispute Conference (the Disputing Implementer and Disputed Implementer may hold the Pre-Dispute Conference prior to this date, but this date will be used for purposes of calendaring)

6.4. + 15 Business Days (after the Pre-Dispute Conference; beginning of the formal Dispute): Submission of Notice of Dispute by Disputing Implementer

6.5. + 15 Business Days: Submission of Dispute Response by Disputed Implementer and/or Disputed Connection(s)

6.6. + 10 – 15 Business Days: Convene DRC Meeting with the Parties

6.7. + 5 Business Days: Submission of additional material from the Parties following the DRC Meeting

6.8. + 15 Business Days (20 Business Days after the DRC Meeting): Submission of Preliminary Dispute Resolution Findings from the DRC to the Parties

6.9. + 10 Business Days: Parties must submit any feedback on the Preliminary Dispute Resolution Findings to Carequality

6.10. + 10 Business Days: Submission of Recommended Dispute Resolution Findings from the DRC to the Steering Committee

6.11. + 15 Business Days: Steering Committee reviews the Recommended Dispute Resolution Findings from the DRC and acts upon the Recommended Dispute Resolution Findings

6.11.1. In the case the Steering Committee remands the Recommended Dispute Resolution Findings back to the DRC, steps 6.8 – 6.11 are repeated until the Steering Committee approves the Recommended Dispute Resolution Findings.

6.12. + 5 Business Days: Each Party notifies Carequality whether it accepts the Approved Dispute Resolution Findings or is terminating participation in Carequality

IV. Path C – Dispute Resolution Process for All Disputes Against Carequality

1. In the event that an Implementer intends to bring a Dispute against Carequality, the Disputing Implementer will notify the Carequality Executive Director in writing of such intent. The executive leadership of the Disputing Implementer and executive leadership of Carequality will engage in good faith efforts to resolve the issues for a period of at least sixty (60) days.

2. In the event that the Disputing Implementer and Carequality are unable to resolve the issues within sixty (60) days after Carequality receiving notice from the Disputing Implementer, the Parties agree to use in non-binding mediation conducted in accordance with the American Health Lawyers Association (AHLA) mediation procedures.

3. **Selection of Mediators.** The mediation will be facilitated by a panel of three mediators. The Disputing Implementer and Carequality shall each select one mediator from the AHLA's roster of qualified mediators who have experience mediating issues involving the privacy and security of health information. The two selected mediators will jointly select the third mediator, who will serve as the chair of the mediation panel.

4. **Mediation Procedure**

   4.1. **Initiation**. The Disputing Implementer may initiate mediation by providing written notice to Carequality, specifying the nature of the Dispute and the desired outcome. The Parties shall then proceed to select their respective mediators within ten (10) business days of receiving the notice. The two selected mediators will strive to select the third mediator within ten (10) business days of the second mediator being selected.

   4.2. **Scheduling and Location**. The mediation will be scheduled at a mutually agreeable time and location, preferably within thirty (30) days of the selection of the mediation panel. The mediation may be conducted in person, virtually, or in a hybrid format, as agreed upon by the parties and the mediators. If the Disputing Implementer and Carequality cannot agree on the time, location or method of conducting the mediation, the mediation panel may decide these details.

   4.3. **Confidentiality.** All communications, documents, and information exchanged during the mediation process will be confidential and will not be disclosed to any third party, except as required by law or with the express written consent of both parties. Notwithstanding the foregoing, Carequality staff may disclose any confidential information to the Steering Committee and/or the Board.

5. **Non-Binding Nature**. The mediation process is non-binding. The mediators will assist the parties in reaching a voluntary resolution, but any resolution will require the express agreement of both Parties. The mediators will not have the authority to impose a settlement or make binding determinations. In reaching a resolution, the mediators are encouraged to develop an appropriate and equitable resolution to the Dispute, considering all available evidence; the goals of Carequality; the requirements of the Carequality Connected Agreement, the Carequality Connection Terms, and the relevant Implementation Guide; any related

Carequality Policies and other relevant considerations, including the operational, business, and financial implications for Carequality.

6. **Costs**. Each party will bear its own costs and expenses related to the mediation process. The fees and expenses of the mediators will be shared equally by the Parties, unless otherwise agreed.

7. **Termination of Mediation**. The mediation may be terminated by mutual agreement of the parties or upon the determination by the mediators that further efforts to mediate the dispute would be futile.

8. **Subsequent Proceedings**. Carequality acknowledges that its role in supporting exchange activities under the Carequality Connected Agreement comes with a responsibility to maintain the integrity of this Dispute Resolution Process and abide by the mediator's resolution, if possible. There is the potential, however, for the mediators' resolution to impose an unacceptable operational burden or business risk on Carequality. Therefore, Carequality may choose not to accept the mediators' resolution, and to pursue legal action related to the Dispute or to seek an alternative resolution through its consensus process. Specifically, in the latter case, Carequality will convene relevant stakeholders, including representatives of affected Implementers and the other party to the Dispute to the extent such party is willing to participate, in order to develop an amendment to the Carequality Elements, or other alternative as appropriate to the situation, that will resolve the underlying issue leading to the Dispute in a way that is consistent with Carequality's operational, business, and financial well-being.

9. The Board has full decision-making authority with respect to a Dispute submitted for mediation.