

## **ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

### **1.1 Jurisdiction, Coordination and Costs**

#### **(a) Compliance Dispute Officer**

Martin Quinn, Esq. of JAMS shall serve as the Compliance Dispute Officer (the “Compliance Dispute Officer”). In the event that Mr. Quinn or any other person serving as the Compliance Dispute Officer notifies the Parties that he or she is unable or unwilling to continue to serve in that role, the Parties will jointly select a new Compliance Dispute Officer within ten (10) business days of such notification.

If the Parties are unable to jointly select a new Compliance Dispute Officer, the Parties may jointly or individually petition JAMS to select a new Compliance Dispute Officer within ten (10) business days of determining they cannot agree upon the selection of a new Compliance Dispute Officer. Each party shall provide JAMS with the name of an alternate Compliance Dispute Officer, along with their qualifications. JAMS shall select one of the proposed individuals pursuant to their established process for selecting a neutral where the parties cannot agree.

#### **(b) Compliance Disputes**

Compliance Disputes are disputes concerning allegations of non-compliance with this Agreement that the Parties or a Physical Therapist who elects to use this ADR process set forth herein are unable to resolve in good faith themselves as set forth in section 1.4 below. All such Compliance Disputes shall be resolved solely and exclusively through this Alternative Dispute Resolution Process (“ADR” or “Compliance Protocol”), except as otherwise provided in the Settlement Agreement or herein.

All Compliance Disputes submitted under the terms of this Protocol shall be confidential including, but not limited to, all submissions, filings and decisions. All Compliance Disputes shall not be directed to the Court nor to any other state court, federal court, arbitration panel or any other binding or non-binding dispute resolution mechanism, except as otherwise provided herein.

#### **(c) Fees and Costs**

Except as provided below, One Call shall pay the fees and expenses of the Compliance Dispute Officer relating to each Compliance Dispute.

## **1.2 Who May Petition the Compliance Dispute Officer**

The Independent Physical Therapists of California, and its officers, directors, agents, representatives, trustees, assigns and administrators (collectively, “IPTCA”), and One Call Medical, Inc. d/b/a One Call Care Management and Align Networks, Inc. and its Affiliates (collectively, “One Call”) and/or any Current Provider or Future Provider if they agree to use this process as provided for under the Agreement (collectively, “Petitioner”) may petition the Compliance Dispute Officer if they have a good faith belief that there is a dispute that is a Compliance Dispute.

## **1.3 Procedure for Initiating Compliance Disputes**

To initiate a Compliance Dispute, the Petitioner shall provide a brief written description of the dispute to the person designated by One Call (“One Call’s Representative”) or, for disputes against the IPTCA, by the IPTCA (“IPTCA Representative”) to serve in this role for purposes of the Agreement. The name and contact information for One Call’s Representative, as updated, will be provided to the IPTCA and made available to Current and Future Providers. The name and contact information for the IPTCA Representative, as updated, will be provided to One Call. A Current Provider or Future Provider does not need to submit a Compliance Dispute through the IPTCA Representative, but shall provide a copy thereof to the IPTCA Representative.

## **1.4 Timing of Dispute Resolution Without Full Review**

(a) Petitioner and/or the IPTCA Representative and One Call’s Representative shall attempt in good faith to achieve a resolution of any initiated Compliance Dispute prior to submitting a request for full review of a Compliance Dispute with the Compliance Dispute Officer. One Call’s Representative shall advise Petitioner in writing of the receipt of the request and the date the request was received.

(b) If such efforts do not achieve resolution of the Compliance Dispute within fifteen (15) business days after IPTCA or One Call are notified of the Compliance Dispute, the Petitioner may submit the Compliance Dispute to the Compliance Dispute Officer for full review.

(c) If the Compliance Dispute is not informally resolved within fifteen (15) business days after the IPTCA or One Call are notified of the dispute (or such other later time as Petitioner and/or the IPTCA or One Call may agree in writing), the applicable Representative shall provide Petitioner the status of the dispute response and the contact information for the Compliance Dispute Officer for Petitioner to submit the Compliance Dispute for full review.

(d) Petitioner shall have thirty (30) business days to submit the Compliance Dispute to the Compliance Dispute Officer after receiving such notice from the IPTCA’s or One Call’s Representative, as the case may be.

## **1.5 Dispute Resolution With Full Review**

**(a) Requirements for a Compliance Dispute With Full Review**

To refer a Compliance Dispute to the Compliance Dispute Officer for full review, Petitioner shall submit a written summary of the dispute to the Compliance Dispute Officer describing the basis for their belief that the dispute at issue is a Compliance Dispute, as well as a summary of the proposed resolution offered by the IPTCA or One Call, if any.

Based on that submission, the Compliance Dispute Officer shall determine, in his or her sole judgment, whether the summary alleges a dispute that is a Compliance Dispute. If the Compliance Dispute Officer determines that the summary does not allege a dispute that is a Compliance Dispute, he or she will so inform the parties to the Compliance Dispute in writing.

If the Compliance Dispute Officer determines that the summary does allege a dispute that is a Compliance Dispute, then the Compliance Dispute shall proceed as set out in ¶¶ 1.5(b)-(d) below.

**(b) Memoranda to Compliance Dispute Officer**

If he or she believes it is warranted, the Compliance Dispute Officer shall in writing request a more detailed summary of the dispute from the Petitioner and/or IPTCA's Representative and/or One Call's Representative, as the case may be, regarding the merits of the Compliance Dispute, along with their suggestions of appropriate remedies.

Petitioner shall have ten (10) business days from the date of receipt of such request from the Compliance Dispute Officer to submit Petitioner's written summary and any supporting documentation.

Petitioner, IPTCA's Representative and/or One Call's Representative, as the case may be, shall submit its written summary and any supporting documentation in response within ten (10) business days after receipt of Petitioner's submission.

**(c) Oral Argument of Compliance Dispute**

The Compliance Dispute Officer, at his or her sole option, may request the participants present oral argument and answer any questions relating to the Compliance Dispute, either, at the election of Petitioner, by telephone or in person at a time and place agreed to by the participants and the Compliance Dispute Officer.

**(d) Decisions by the Compliance Dispute Officer**

In resolving a Compliance Dispute, the Compliance Dispute Officer shall issue a written decision based only on the written submissions and any supporting documentation submitted by the participants, and any oral argument, if such

argument was requested by the Compliance Dispute Officer. The written decision shall state whether (i) One Call has failed to comply with its obligations under the Agreement as alleged in the Compliance Dispute and the basis for such statement, or (ii) if One Call or the IPTCA have failed to comply with their obligations under the Agreement. A copy of the decision shall be provided to the Petitioner(s), One Call and IPTCA, as the case may be.

To the extent the Compliance Dispute Officer determines that One Call has failed to comply with their obligations under this Agreement, the Compliance Dispute Officer shall be empowered to order appropriate remedies, including awarding compensatory and consequential damages, as necessary to effectuate the terms of the Agreement as applicable to the particular situation, and shall require the participants in the Compliance Dispute to report back within thirty (30) business days whether they agree One Call has complied with the order of the Compliance Dispute Officer. The Compliance Dispute Officer shall notify IPTCA of the pendency of all such Compliance Disputes so that it may be apprised of, and if necessary intervene and participate in, any Compliance Dispute.

To the extent the Compliance Dispute Officer determines that the IPTCA has failed to comply with its obligations under this Agreement, the Compliance Dispute Officer shall be empowered to order appropriate remedies, including awarding One Call compensatory and consequential damages, as necessary to effectuate the terms of the Agreement as applicable to the particular situation, and shall require the participants in the Compliance Dispute to report back within thirty (30) business days whether the IPTCA has complied with the order of the Compliance Dispute Officer.

## **1.6 Awarding of Fees, Costs and Expenses**

If the Compliance Dispute Officer determines that One Call or IPTCA have failed to comply with their obligations under this Agreement, the Compliance Dispute Officer shall award reasonable attorneys' fees, costs and expenses associated with initiating and pursuing the Compliance Dispute, with such fees and expenses to be paid by the non-prevailing party.

## **1.7 Enforcement by the Court**

If the Compliance Dispute Officer determines based on the submissions of the participants under Section 1.5(d) that the non-complying parties have not complied with the Officer's decision regarding a Compliance Dispute, the Compliance Dispute Officer shall provide written notice of such non-compliance to the non-complying party. If the non-complying party does not comply within ten (10) business days from the date of such notice, the Compliance Dispute Officer shall provide written notice of his or her finding of such non-compliance to the Petitioner and the IPTCA, who may petition any Court of competent jurisdiction, including the Court, for enforcement of the Compliance Dispute Officer's decision.

In addition, if based on the reports it receives from the Compliance Dispute Officer about the pendency, written decisions and results of Compliance Disputes submitted to it under Section 1.5, and it determines based on such reports there have been systematic violations of the Agreement by the IPTCA or One Call, the IPTCA or One Call may submit a request for full review to the Compliance Dispute Officer or file a motion with the Court for an order of appropriate relief to ensure compliance with the terms of the Agreement, irrespective of the pendency, results or outcome of any particular Compliance Dispute.

If the Court determines that the IPTCA or One Call have failed to comply with a Compliance Dispute Officer's decision or any of their obligations under this Agreement, the Court shall award the prevailing Petitioner and/or its counsel reasonable attorneys' fees and expenses associated with the initiation and pursuit of an order for appropriate relief, with such fees and expenses to be paid by the non-prevailing party.

If the Court determines that a Petitioner did not have a good faith basis for asserting that the IPTCA or One Call have failed to comply with a Compliance Dispute Officer's decision or any of their obligations under this Agreement, the Court may award the prevailing party and/or their counsel reasonable attorneys' fees and expenses associated with that particular dispute.