THE UNIVERSITY OF KANSAS HEALTH SYSTEM

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DISPUTE RESOLUTION PROGRAM

A Mutual Mediation and Arbitration Agreement
Between the University of Kansas Health System and its Applicants and Employees

The University of Kansas Hospital Authority d/b/a the University of Kansas Health System recognizes that differences may arise between the health system and its employees before, during, or following employment and those differences may relate to the individual's employment. In most instances, these differences are resolved informally.

In some instances, however, the differences cannot be resolved informally. The parties acknowledge that litigation of such issues can be costly to all parties and extremely time consuming, among other disadvantages. To avoid the burden of litigation and to aid the parties in resolving issues in an economic and expeditious manner, the health system has instituted the University of Kansas Health System Dispute Resolution Program ("DRP"). The DRP is a four-step alternative dispute resolution process providing a fair and equitable procedure to resolve disputes.

Under the DRP, "Covered Claims" (as defined at page 3 herein) arising out of the application process, hiring, employment, or termination that employees may have against the health system and that the health system may have against employees or candidates for employment, which are not resolved informally or through internal dispute resolution procedures, must be resolved through mediation and, if necessary, through exclusive, final, and binding arbitration as provided in the DRP.

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Covered Entities

The "health system," as used in this DRP, refers collectively to the University of Kansas Hospital Authority, Miami County Medical Center, Inc., Olathe Medical Center, Inc., UKHS Great Bend, LLC, any predecessor or successor companies to these entities, and any wholly-owned subsidiaries acquired by the University of Kansas Hospital Authority after December 19, 2025, where the employees are or will be paid through the University of Kansas Hospital Authority.

Covered Employees

The DRP applies to all employees and applicants for employment with the Covered Entities who signed the Agreement to the University of Kansas Health System Dispute Resolution Program (referred to in this DRP as the "Agreement to the DRP"). Covered Employees also include former employees who signed the Agreement to the DRP and who terminated from employment with any of the Covered Entities on or after the effective date of the DRP (December 19, 2025).

However, an employee who works in a role covered by the Memorandum of Agreement ("MOA") with either the Kansas University Nurses' Association (or "KUNA") or LiUNA Local Union 1290 at the time a dispute arises is not a Covered Employee for purposes of the DRP while they are in that role. If the employee transfers into a non-union role within the health system, if the employee has signed the Agreement to the DRP, and if a dispute arises while the employee is in a non-union role, the DRP will apply to the employee and the employee is a Covered Employee.

Individuals who are hired into a Covered Entity with an employment contract are not Covered Employees. The problem-solving processes described in their respective employment contracts will apply.

Claims Covered by the DRP

While employees must submit any timely-filed employment-related disputes through Levels 1 and 2 (other than those claims outlined in the "Excluded Claims" section below), only Covered Claims – brought by either the health system or the employee – will be accepted and processed at Levels 3 and 4. Covered Claims are those claims arising out of an employee's employment that the health system may have against an employee or that the employee may have against the health system, its officers, trustees, directors, employees, or the agents of the health system, in their capacity as such or otherwise, and/or individual health system employees acting within the scope of their employment that give rise to a claim under the law including, but not limited to, the following:

- Employment discrimination and harassment claims based on race, color, age, religion, gender (including pregnancy and childbirth or related medical conditions, gender identity, and gender expression), national origin and/or

nationality, ancestry, creed, marital status, disability (physical or mental), genetic information, military service or status, veteran status, sexual orientation, or any other legally-protected status (for further information, see "Disputes Relating to Sexual Harassment or Sexual Assault," below).
- Retaliation claims for a legally-protected activity and/or for whistleblowing.
- Claims relating to workplace accommodation(s) due to physical or mental disabilities.
- Claims relating to the state or federal Family and Medical Leave Acts.
- Claims for breach of contract or covenant (express or implied), other than claims for breach of an employee's noncompetition, nonsolicitation, fiduciary, or confidentiality obligations.
- Claims for damages for violation of an employee's noncompetition, nonsolicitation, fiduciary, or confidentiality obligations.
- Tort claims such as negligence, defamation, invasion of privacy, infliction of emotional distress, *etc.*
- Claims involving copyrights, patents, or trademarks.
- Claims for violation of public policy.
- Claims for unpaid wages or other compensation.
- Claims for fraud.
- Claims for theft of health system property (other than theft of the health system's confidential information).
- Claims for debts owed to the health system.

Claims of more than one employee cannot be aggregated for purposes of the DRP and class action claims cannot be brought under the DRP.

Claims Not Covered by the DRP

The following claims shall be excluded from the DRP:

- Claims brought by employees for workers' compensation or unemployment compensation benefits.
- Claims brought by employees against an individual manager not made against the health system that do not involve conduct within the scope of the manager's employment.
- Claims brought by employees that seek to establish, modify, or object to the health system's policies (including, but not limited to, compensation, paid time off, and short-term disability benefits), except claims that allege discriminatory application or impact of such policies.
- Claims for injunctive relief to protect the health system's confidential information and trade secrets, and for violation of an employee's noncompetition, nonsolicitation, and fiduciary obligations. Claims for damages for such claims are Covered Claims (see above).
- Criminal claims referred to or handled by law enforcement agencies.

- Claims expressly excluded by law.

Therefore, the only claims not covered by the DRP are claims the employee may have for workers' compensation, unemployment compensation benefits, claims filed with the Kansas Public Employee Relations Board, claims for which no legal right exists, and claims that cannot be arbitrated or subjected to a pre-dispute arbitration agreement under controlling federal or state law.

Disputes Relating to Sexual Harassment or Sexual Assault

In accordance with federal law, claims of sexual harassment or sexual assault are not covered by the mandatory arbitration requirements of the DRP. A sexual harassment dispute is defined by federal law to be "a dispute relating to conduct that is alleged to constitute sexual harassment under applicable Federal, Tribal, or State law." A sexual assault dispute is defined by federal law to be "a dispute involving a nonconsensual sexual act or sexual contact." *See* Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021, 9 U.S.C. §§ 401 *et seq*. ("EFAA", Public Law 117-90). In the event of a claim that relates to a sexual harassment dispute or a sexual assault dispute, the health system and the employee agree to abide by the Mediation requirements of the DRP and, should such efforts be unsuccessful, the employee may elect whether such a dispute shall be arbitrated or resolved through the courts.

In keeping with the parties' intent for expedited resolution of their disputes and in light of the complex combination of legal and fact issues in such cases, the employee and the health system both agree that, as a matter of fairness to both sides, any claims which relate to a sexual harassment dispute or a sexual assault dispute that are pursued in court will be tried only to a judge and not a jury, provided that the applicable state law governing the employee's employment does not prohibit this jury trial waiver. Additionally, either the employee or the health system may file a court action seeking provisional equitable remedies only to the extent such remedies are available under the law including, but not limited to, temporary or preliminary injunctive relief, either before the commencement of or during the arbitration process, to preserve the status quo or otherwise prevent damage or loss pending final resolution of the dispute pursuant to the terms of the DRP. Also, the DRP does not prevent or discourage the employee from filing and pursuing an administrative proceeding before the Equal Employment Opportunity Commission or other federal, state, or local administrative agency (see the section below titled "Filing Charges with Government Agencies"); however, if the employee or the health system chooses to pursue a legal claim in addition to or following completion of such administrative proceedings, or if there is some other legal proceeding related to the claim following completion of the administrative proceedings, the claim shall then be subject to the terms of the DRP.

Employee Benefit Claims

In the case of a claim for denial of benefits under any health system employee benefit plan, any and all employee benefit plan claim filing and appeal procedures must be utilized and exhausted before the DRP is utilized.

DRP Procedures

Employees are encouraged to attempt to resolve disputes informally, through dialogue with their immediate manager, other members of management with whom they are comfortable, or with their Human Resources or Employee Relations representative. However, informal efforts occasionally do not resolve a dispute. When that occurs, the employee or the health system must timely submit the claim to the DRP.

The DRP is a structured dispute resolution process that consists of four levels: Level 1 – Open Door Process, Level 2 – Senior Leadership Review, Level 3 – Mediation, and Level 4 – Binding Arbitration. Employees must proceed through Levels 1 and 2 before proceeding to mediation or arbitration.

At Level 1 – Open Door Process, the employee and the management team attempt to resolve the employee's dispute. If an employee is not satisfied with the outcome of Level 1, the employee may proceed to Level 2 – Senior Leadership Review. At Level 2, the employee formalizes his/her complaint. A senior leader from within the employee's chain of command (or his/her designee) will review the complaint, look into the concerns, and provide a written response.

If the dispute is not resolved at Levels 1 and 2, and the concern is a Covered Claim (as defined above), the party bringing the claim (the "Claimant") – who can be either the employee or the health system – may submit the Covered Claim(s) to Level 3 – Mediation by submitting a Request for Mediation. At Level 3, an independent mediator helps the employee and the health system open lines of communication in an attempt to facilitate resolution. Level 3 is optional, and either party may timely elect to skip that level and proceed to Level 4.

If a resolution is not reached at Level 3, or if a party elects to skip Level 3, the Claimant may submit the Covered Claim(s) to Level 4 – Binding Arbitration. In arbitration, an independent arbitrator provides the employee and the health system with a ruling on the merits of the Covered Claim(s). The arbitrator's decision is final and binding on the employee and the health system, except that the decision may be appealed in limited instances in accordance with applicable law.

To initiate Level 4 – Binding Arbitration, the party requesting the arbitration (again, the "Claimant") must first serve a copy of their Request for Binding Arbitration on the other party. The parties shall, within 15 days of service of the Request for Binding Arbitration, meet and confer on next steps. The parties may elect to choose an arbitrator by agreement, who shall administer the arbitration independently. If the parties cannot agree upon an arbitrator, or if

they prefer to have a third party administer the arbitration, the Claimant may submit the Covered Claim(s) to the American Arbitration Association ("AAA"). In administering any arbitration under the DRP, the AAA's Employment/Workplace Arbitration Rules shall apply to the extent they do not conflict with the rules of the DRP. The Federal Rules of Civil Procedure shall apply to the extent the AAA's Employment/Workplace Arbitration Rules do not address a particular procedural issue (by way of example only, in setting a summary judgment procedure, *see* Federal Rule of Civil Procedure 56).

Effective Date, Duration, and Modification

The effective date of the DRP is December 19, 2025. The DRP applies to Covered Employees who – as external applicants – apply for a job at a Covered Entity on or after December 19, 2025, and who sign the Agreement to the DRP.

The health system may, in its sole discretion, modify or discontinue the DRP, provided such modification or discontinuance shall not be effective until 60 calendar days after written notice to employees. Any modification or decision to discontinue the DRP shall have no effect on accrued claims. However, an employee with an accrued claim at the time of modification/discontinuation may request that the claim be handled under a subsequent modified DRP.

If there are conflicts between the requirements of the DRP and other health system publications or statements by health system representatives, the requirements of the DRP are controlling. For those agreeing to this program, all previous versions of the DRP and (if applicable) the Mutual Mediation and Arbitration Agreement Between Liberty Hospital and Employee are superseded.

Filing Charges with Government Agencies

Nothing in this DRP is intended to discourage or interfere with the legally-protected rights of employees to file administrative claims or charges with government agencies. Such agencies include, but are not limited to, the Equal Employment Opportunity Commission ("EEOC"), the Department of Labor ("DOL"), and state and local fair employment agencies.

However, if an employee files a charge or claim with the EEOC, DOL, state or local fair employment agencies, or other agencies, the health system will request that the agency defer its processing of the charge or claim until the employee and the health system have completed the DRP. If the charge or claim is not deferred by the agency, any response to the agency by the health system regarding the charge or claim shall not constitute a waiver of the health system's rights under the DRP.

If an employee files a charge or claim with the EEOC, DOL, state or local fair employment agencies, or other agencies, the health system will treat the charge or claim as the employee's Request for Senior Leadership Review and process it under Level 2 of the DRP (provided that the employee first demonstrates to the health system that the charge or claim was timely filed with the agency pursuant to applicable law).

Code of Ethics and Professional Conduct and Discrimination and Harassment Policies

The DRP does not replace the health system's Code of Ethics and Professional Conduct (the "Code") or discrimination and harassment policies (including 1.01 Equal Employment Opportunity, 1.03 Persons Seeking Employment, 1.14 Disabilities: Employees and Persons Applying for Jobs, 5.15 Employee Counseling, and 5.18 Protection from Discrimination, Harassment and Retaliation). Employees have a continuing responsibility to report violations of the Code and policies in accordance with their respective terms. The health system's policies, including the Code and discrimination and harassment policies, may be found on the health system's intranet, 24/7 (click on "Work Tools," and "Policies and Procedures," which appears under "Popular Tools"), or employees may request copies from their Human Resources or Employee Relations representative.

Materials Relating to the DRP

Employees may obtain additional information about the DRP from their manager or Human Resources or Employee Relations representative, or on 24/7. It is the employee's responsibility to ensure they have the most current version of the DRP.

DRP Administrator

A DRP Administrator may:

- Answer questions about the DRP.
- Distribute the Request for Senior Leadership Review form to initiate Level 2.
- Direct the employee to submit a completed Request for Senior Leadership Review form to the health system's HR Support Center (AskHR@kumc.edu) or accept the form on behalf of the health system.
- Distribute the Request for Mediation form to initiate Level 3.
- Distribute the Request for Binding Arbitration form to initiate Level 4.
- Receive the Request for Mediation and/or Request for Binding Arbitration to initiate Levels 3 and 4.

To get in touch with a DRP Administrator, an employee may email DRPAdministrator@kumc.edu, contact their Human Resources or Employee Relations representative or their manager, or locate the names and contact information of the DRP Administrators on 24/7.

The DRP Administrator may advise employees regarding options to resolving the situation and next steps. The DRP Administrator will not review the merits of the situation or provide an opinion.

Time Limitations

For an employee to make any claim against the health system, the employee must submit the claim to Levels 1 or 2 within the applicable regulatory filing period or statute of limitations, whichever is longer, from the date of the act giving rise to the dispute.

For the health system to make any Covered Claim against an employee, the health system must submit the claim to Level 3 – Mediation or Level 4 – Binding Arbitration within the applicable regulatory filing period or statute of limitations, whichever is longer, from the date of the act giving rise to the dispute.

The health system's failure to reject a claim that the employee has submitted through Levels 1 and 2 of the DRP after the applicable time limitations shall not waive the health system's right to assert as a defense the untimeliness of a Covered Claim at a later time.

The employee's failure to reject a claim that the health system has submitted to Levels 3 or 4 of the DRP after the applicable time limitations shall not waive the employee's right to assert as a defense the untimeliness of a Covered Claim at a later time.

Agreement to Arbitrate in Interstate Commerce

This program includes an agreement to arbitrate pursuant to the Federal Arbitration Act, 9 U.S.C.A. §§ 1 *et seq*., or if that law is held to be inapplicable for any reason, the Kansas Uniform Arbitration Act, Kan. Stat. Ann. §§ 5-423 *et seq*. The parties acknowledge that the health system is engaged in transactions involving interstate commerce and employees eligible to participate in the DRP are not employed by the health system as seamen, railroad employees, or other class of worker engaged in foreign or interstate commerce.

Effect of Court Decisions

It is intended that the DRP be the exclusive, final, and binding method for the health system and its employees to resolve Covered Claims, subject to applicable arbitration statutes and the provisions herein. If any provision of the DRP is determined by a court to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected by the determination, and each provision of the DRP will be valid, legal, and enforceable to the fullest extent permitted by law.

Retaliation is Prohibited

All health system employees are prohibited from retaliating against anyone for submitting a dispute to or participating in the DRP, as a witness or otherwise.

DRP Levels

Level 1 – Open Door Process

Employees are encouraged to discuss and attempt to resolve any work-related problem with their manager, Human Resources or Employee Relations representative, or any other member of management. Level 1 review is available for all employment-related disputes that an employee has/may have. Typically, if the problem is not resolved by a conversation with the immediate manager, the Level 1 open door process will involve the employee talking with higher levels of management and his/her Human Resources or Employee Relations representative.

Level 2 – Senior Leadership Review

Employees who addressed the issue with the appropriate persons at Level 1 – Open Door Process and who are not satisfied with the outcome may formalize their concerns, have senior leadership investigate those concerns, and have the health system respond in writing through Level 2 – Senior Leadership Review. Level 2 review is available for all timely submitted employment-related disputes (other than those claims listed in the Excluded Claims section).

To make any claim beyond Level 1 against the health system, the employee must have addressed the issue with the appropriate persons, sufficiently raised the concern at Level 1, and submitted the Request for Senior Leadership Review (at Level 2) within the applicable regulatory filing period or statute of limitations, whichever is longer, from the date of the act giving rise to the dispute. The employee may make the request by submitting a Request for Senior Leadership Review emailing it to DRPAdministrator@kumc.edu, sending it to the health system's HR Support Center (AskHR@kumc.edu), or sending it to a DRP Administrator.

An investigation will then be conducted. The vice president within the employee's chain of command and/or the vice president's designee shall issue a Response to the Senior Leadership Review within 60 calendar days of the date the health system received the employee's Request for Senior Leadership Review and give a copy of the response to the employee.

Level 3 – Mediation (Covered Claims Only)

Only Covered Claims may be processed at Level 3 – Mediation. Covered Claims brought by an employee shall not be processed at Level 3 unless the employee submitted such claims at Levels 1 or 2 within the applicable regulatory filing period or statute of limitations, whichever is longer, from the date of the act giving rise to the claim. Covered Claims brought by the health system shall not be processed at Level 3 unless the health system submitted such claims in writing to the employee within the applicable regulatory filing period or statute of limitations, whichever is longer, from the date of the act giving rise to the dispute.

1. **Description** – Mediation involves an attempt by the parties to resolve their dispute with the aid of a neutral third party not employed by the health system. The mediator's role is advisory. The mediator may offer suggestions and question the parties, but resolution of the dispute rests with the parties themselves. Mediation is a process that seeks to find common ground for the voluntary settlement of Covered Claims. Proceedings at the mediation level are confidential and private.

   The mediator may meet with the parties jointly and separately in order to facilitate settlement. It is not the role of the mediator to change or rewrite any of the health system's policies or the employment record, although these can be options that the parties elect as ways to resolve the dispute. While there is some variation among the methods of different mediators, most mediations begin with a joint meeting of both parties and the mediator. The mediator typically gives each party an opportunity to explain the dispute, including the reasons that support each party's position. The joint session is followed by private, confidential caucuses between the mediator and each party.

2. **Submission of Request for Mediation (Level 3) and Time Limits** – If the employee is the Claimant, the DRP Administrator or the health system's attorney must receive from the employee or employee's representative the Request for Mediation form and required fee within 90 calendar days of the receipt of the health system's Level 2 response. If the health system is the Claimant, the employee or the employee's representative must receive from the health system the Request for Mediation form within the applicable regulatory filing period or statute of limitation, whichever is longer, from the date of the act giving rise to the dispute.

   Upon receipt of the Request for Mediation form and required mediation fee, the parties shall commence the mediation process. A Request for Mediation shall contain a brief description of the nature of the Covered Claims and the name of the individual requesting mediation and its/their attorney, if any.

3. **Option to Skip Level 3** – Either party has the option of skipping Level 3 – Mediation and proceeding directly to Level 4 – Binding Arbitration. If the employee is the Claimant and wants to skip Level 3, he/she must submit to the DRP Administrator or the health system's attorney and the health system must receive the Request for Binding Arbitration form and required fee within 90 calendar days of the receipt of the health system's Level 2 response. If the employee is the Claimant and has timely requested Level 3 – Mediation and the health system wants to skip Level 3 and proceed directly to Level 4 – Arbitration, the health system must notify the employee in writing of its decision within 14 calendar days of receiving the employee's Request for Mediation form and fee. In such case, the $50 mediation fee already paid by the employee will be applied toward the costs of the arbitration, and the employee will not be required to remit to the health system the additional $100 fee. If no arbitration is initiated within the timeframe set out in paragraph 5 of the Level 4 – Binding

Arbitration (Covered Claims Only) section below, the $50 fee will be refunded to the employee.

If the health system is the Claimant and wants to skip to Level 4, it must submit to the employee or employee's representative and the employee or employee's representative must receive the Request for Binding Arbitration form within the applicable regulatory filing period or statute of limitations, whichever is longer, from the date of the act giving rise to the dispute. If the health system is the Claimant and has timely requested Level 3 – Mediation and the employee wants to skip Level 3 and proceed directly to Level 4 – Binding Arbitration, the employee must notify the health system of this decision within 14 calendar days of receiving the health system's Request for Mediation form.

4. **Selection of a Mediator** – The employee and the health system may select a mediator by agreement. Upon agreement, the health system will notify the mediator with copy to the employee or employee's attorney (if any). If the employee and the health system cannot agree upon the selection of a mediator, the mediator will be selected pursuant to the AAA's Employment/Workplace Mediation Procedures.

5. **Qualifications of Mediators** – In addition to not having any financial or personal interest in the result of the mediation, mediators shall be lawyers and have a minimum of five years' experience in the practice of employment law or in the mediation of employment claims or comparable experience.

6. **Date, Time, and Place of Mediation** – The parties may agree on a date, time, and place for the mediation. Unless the parties agree otherwise, the mediation shall take place in the Kansas City metropolitan area (encompassing both Kansas City, Kansas and Kansas City, Missouri and their surrounding areas). If the employee's work location was outside the Kansas City metropolitan area, the mediation shall take place remotely via video (unless the parties agree otherwise). Absent agreement by the parties, the mediation must be held within three months from the date of the submission of the Request for Mediation form. If mediation does not occur during this timeframe or by the time the statute of limitations period for initially filing the claim has expired, whichever is later, the Claimant waives the right to proceed with Levels 3 or 4, or to otherwise pursue the claim against the other party.

7. **Length of Mediation** – Either of the parties or the mediator may end the mediation at any point. Although most mediations will take no more than one day, occasionally the mediator will schedule the parties for a second session.

8. **Summary of Disputed Issues** – At least 10 calendar days prior to the scheduled mediation, each party shall provide the mediator with a brief written summary of the dispute setting forth the party's positions concerning all claims.

9. **Attendees at Mediation** – The mediation shall be a private meeting of the parties, their counsel, if applicable, and the mediator. Without the written agreement of both

parties, no one may attend the mediation except the mediator, the employee and his/her attorney(s), and the health system's attorneys and management personnel.

10. **Confidentiality** – All persons present at the mediation shall be instructed that the mediation is a confidential proceeding and should not be discussed with persons not present, with the exception of the employee's spouse (if any), any attorneys for the parties, and management at the health system with a business need to know, and those persons should be advised of the confidentiality of the proceedings.

11. **No Stenographic Record or Electronic Recording** – Neither the employee, the health system, nor anyone else may make a formal record or transcript, or use any electronic recording device at the mediation. However, both parties may make handwritten notes during the mediation.

12. **Costs and Fees** – The health system will pay: (1) the mediator's fee and reasonable travel expenses; and (2) the cost of renting mediation rooms, if any. If the employee is the Claimant, the employee will pay a fee of $50 to the health system for mediation expenses (this fee will be returned if the mediation does not occur within the timeframe set out in paragraph 6 above and will be waived if the employee demonstrates to the health system that payment of such fee will cause a hardship to the employee). The parties shall each pay their own attorneys' fees, if any.

13. **Results of Mediation** – If the dispute is resolved, the parties and their attorneys shall promptly prepare a written settlement agreement. If the parties are unable to resolve the dispute at mediation, the mediation is deemed to be closed as of the date of the mediation, even if the parties continue settlement discussions after the mediation.

Level 4 – Binding Arbitration (Covered Claims Only)

1. **Description** – Binding arbitration is a dispute resolution process in which the employee and the health system present their respective positions concerning the claims to an impartial third-party arbitrator (or a panel of impartial third-party arbitrators) who determines the merits of the claims. An arbitration hearing resembles a court proceeding in certain ways. Both parties have the opportunity to be represented by an attorney, to make opening statements, to present the testimony of witnesses and to introduce exhibits through witnesses, to cross-examine the other party's witnesses and to make closing statements. Arbitration differs from mediation in that the arbitrator decides the merits of the Claimant's claims and issues a written decision that is final and binding and both parties subject only to limited rights of appeal.

   Claims submitted to arbitration will be resolved in accordance with the provisions set out below, the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures (except where inconsistent with the provisions herein) and applicable law.

2. **Applicable Law** – In deciding the dispute, the arbitrator shall apply the laws of the state of Kansas (unless the parties have agreed otherwise in writing).

3. **Decisions as to Arbitrability** - The arbitrator, and not the courts, shall make all initial decisions as to arbitrability, which means that the arbitrator (and not a judge) shall decide issues such as whether the parties have agreed to arbitrate, whether the DRP is a valid and enforceable contract for arbitration, and/or whether specific claims must be arbitrated pursuant to the DRP.

4. **Confidentiality and Attendees at Arbitration Hearings** – The employee may be assisted or represented by an attorney at Level 4. An attorney will represent the health system. Either party may present expert witness testimony to the arbitrator. Neither party may call more than five witnesses, including expert witnesses, unless both parties agree in advance, or the arbitrator grants the request of a party to increase the number for good cause shown.

   The arbitration hearing shall be a private hearing and the proceedings shall be confidential. However, if one or both of the parties want to waive the confidentiality of the proceeding and/or the results of the hearing, such party (or both parties) may notify the arbitrator that confidentiality is waived. This waiver of confidentiality must be made (if at all) prior to or at the beginning of the arbitration hearing; if such a request is not made at that time, the hearing and the results of the hearing will be confidential.

   If confidential, all persons present at the arbitration shall be instructed that the arbitration is a confidential proceeding and should not be discussed with persons not present, with the exception of the employee's spouse, any attorneys for the parties, and management at the health system with a business need to know, and those persons should be advised of the confidentiality of the proceedings.

   Without the written agreement of both parties, no one may attend the arbitration except the arbitrator; an official recorder (if any); the employee, attorneys, experts, and witnesses; and the health system's attorneys, management personnel, experts and witnesses.

5. **Submission of Request for Binding Arbitration (Level 4) and Time Limits** – Where the employee is the Claimant, the DRP Administrator or health system's attorney must receive from the employee or employee's representative the Request for Binding Arbitration form and required $150 arbitration fee within 90 calendar days of the mediation or, if the employee is electing to skip Level 3 – Mediation, within 90 calendar days of the employee's receipt of the health system's Level 2 response. The $150 fee may be waived if the employee demonstrates to the health system that payment of such fee will cause a hardship to the employee.

   Where the health system is the Claimant, the employee or employee's representative must receive from the health system the Request for Binding Arbitration form within

the applicable regulatory filing period or statute of limitations, whichever is longer, from the date of the act giving rise to the dispute.

The Claimant shall include in the Request for Binding Arbitration a brief but thorough description of the nature of the claim, damages alleged, and remedy being sought.

6. **Initiation of Arbitration** – The parties shall, within 15 days of submission of the Request for Binding Arbitration, meet and confer on next steps. The parties may elect to agree upon an arbitrator who shall administer the arbitration independently. If the parties cannot agree upon an arbitrator, or if they prefer to have a third party administer the arbitration, the parties may submit the Covered Claim(s) to the AAA. Within 30 days of service of the Request for Binding Arbitration, either: the parties shall engage an arbitrator to oversee and administer the arbitration; or Claimant shall submit a demand for arbitration to the AAA. If, after 30 days of service of the Request for Binding Arbitration, neither an arbitrator has been jointly engaged by the parties nor has Claimant submitted a demand for arbitration to the AAA, the Claimant waives their right to proceed with Level 4 or to otherwise pursue their claims against the other party.

   The demand for arbitration shall contain a statement setting forth the nature of the Claimant's Covered Claim(s), the amount of damages claimed (if any), and the remedy sought by Claimant.

   If the arbitration will proceed before the AAA, the health system will submit the filing fee to AAA (whether the Claimant is the health system or the employee).

7. **Number of Arbitrators** – In most cases, one arbitrator will preside over the arbitration. A party may, however, request that the dispute be heard by a panel of three neutral third-party arbitrators. In such a case, the party requesting the panel of three arbitrators must pay the costs associated with the two additional arbitrators.

8. **Selection of a Neutral Arbitrator** – The employee and the health system may select an arbitrator by agreement. Upon agreement, the arbitrator shall administer the arbitration independently. If the employee and the health system cannot agree upon an arbitrator, the arbitrator will be selected in accordance with the DRP and the AAA procedures.

9. **Qualifications of a Neutral Arbitrator** – In addition to being independent of the health system and employee, the arbitrator shall: (1) have a minimum of five years' experience in the area of law at issue or in the arbitration of employment law claims or comparable experience, and (2) be a lawyer. If a panel of three neutral arbitrators is used, the arbitrators shall be independent of the health system and the employee and: (1) two of the three shall have a minimum of five years' experience in the practice of employment law or in the arbitration of employment law claims or comparable experience, and (2) at least two of the three neutral arbitrators must be lawyers. If the arbitration is administered by the AAA, the parties shall direct the AAA to provide lists of local arbitrators to the parties to the extent that local arbitrators possess the

qualifications requested by this procedure. However, the parties will accept lists that include arbitrators that are not local to the jurisdiction in question to the extent that qualified local arbitrators are not available.

10. **Date and Time of Arbitration Hearing** – The parties may agree on a date and time for the arbitration hearing. However, if the parties fail to agree, the arbitrator shall set the time and date of the arbitration hearing. Absent agreement by the parties, the arbitration must be held within a reasonable timeframe, not to exceed one year from the date of submission of the Request for Binding Arbitration form. If arbitration does not occur during this timeframe or by the time the statute of limitations period for initially filing the claim has expired, whichever is later, the Claimant waives the right to proceed with Level 4 or to otherwise pursue the claim(s) against the other party.

11. **Place of Hearing** – Unless the parties agree otherwise or the arbitrator directs otherwise, the arbitration hearing will be held within the Kansas City metropolitan area (encompassing both Kansas City, Kansas and Kansas City, Missouri and their surrounding areas). If the employee's work location was outside the Kansas City metropolitan area, the arbitration shall take place remotely (unless the parties agree otherwise or the arbitrator directs otherwise).

12. **Discovery** – Discovery is the process by which parties to a pending Covered Claim obtain certain nonprivileged information in possession of the other party, which is relevant to the proof or defense of the Covered Claim, including information concerning the existence, description, nature, custody and location of any books, documents or other tangible things and the identity and location of persons having knowledge of any such matter. Consistent with the expedited nature of arbitration, discovery is subject to certain limitations set forth below, including the requirement that the parties shall complete all discovery no later than 60 calendar days prior to the start of the arbitration hearing.

    a. **Disclosure of Witnesses and Documents** – At least 15 calendar days before the arbitration hearing, each party shall provide written notice to the other party of the names and addresses of all witnesses the party intends to call at the arbitration hearing, copies of all documents the parties intend to introduce, as well as the names and addresses of attorneys who will attend the hearing. The parties may supplement this information up to 7 days prior to the hearing.

    b. **Protective Orders** – The arbitrator may issue protective orders in response to a request by either party or by a third-party witness. Such protective orders may include, but are not limited to, sealing the record of the arbitration hearing, in whole or in part, to protect the privacy, trade secrets, proprietary information and/or other legal rights of the parties or the witnesses.

    c. **Depositions** – Each party may depose all expert witnesses named by the other party and up to three other individuals.

d. **Interrogatories** – Each party may propound up to 10 interrogatories (including subparts).

e. **General Limitations on the Obligation to Produce Documents and Discovery** – Each party has the right to request the production of relevant documents with copies of documents requested to be paid for by the requesting party. Either party may submit a request to the arbitrator for additional discovery, to limit discovery that is burdensome or of little relevance, or to resolve discovery disputes including claims regarding privileged documents or other prehearing disputes. This procedure does not require either party to provide information to the other party that is proprietary, covered by the attorney-client privilege or attorney-work product immunity, or classified or trade secret information.

f. **Discovery Disputes** – The arbitrator shall have the authority, for good cause shown by either party, to increase the number of discovery requests or depositions otherwise permitted by this procedure. In addition, the arbitrator shall decide any discovery disputes concerning depositions or the production of relevant documents and other information.

   If either party wants to bring a discovery dispute to the arbitrator's attention, the party must arrange through the arbitrator (with copy to all parties) or through the AAA for a teleconference with the arbitrator and the other party. If the arbitrator is unable to make a ruling at the end of the teleconference, the arbitrator may schedule a meeting with the parties to resolve the discovery dispute.

13. **Dispositive Motions** – At least 45 calendar days prior to the start of the arbitration hearing, either party may submit a motion to the arbitrator identifying each claim or defense on which the movant believes there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The motion shall include a statement of undisputed facts with citations to the record to support each fact, and a supporting memorandum of law, and shall be limited to a total of 10 pages. The motion will be served simultaneously on the arbitrator and the other party. The nonmoving party may submit a response no later than 10 days after receipt of the motion. The response shall include a response to the movant's statement of undisputed facts, a supporting memorandum of law and, if applicable, a counterstatement of undisputed facts and shall be limited to a total of 10 pages. The moving party may submit a reply brief no later than 5 calendar days after receipt of the nonmoving party's response, which shall be limited to a total of 5 pages.

    The arbitrator will make every effort to render a decision on the dispositive motion within a reasonable time of receipt of the entirety of the briefing, but in any case no later than 14 days prior to the arbitration hearing date.

14. **Recording of the Arbitration Hearing** – Either party may arrange for a qualified court reporter to make a stenographic record and transcript of the arbitration hearing. If only one party requests that a record be made, then that party shall pay for the entire cost of the record. If both parties want access to the record, the parties shall share the cost equally and copy shall be provided to the arbitrator at the expense of the requesting party or parties.

15. **Subpoenas** – Each party may request the arbitrator to subpoena witnesses or documents for the arbitration hearing pursuant to Section 7 of the Federal Arbitration Act, 9 U.S.C.A. §§ 1-16, or the applicable state arbitration statute.

16. **Evidence** – The parties may offer such evidence at the hearing as is relevant and material to a determination of a Covered Claim. The arbitrator shall determine the weight and relevance to be afforded to such evidence. This procedure does not require conformity to legal rules of evidence, except for the law applicable to attorney-client privilege, attorney-work product immunity, compromise and offers to compromise, and other privileges recognized by state law. However, the arbitrator shall not receive or consider evidence submitted to the arbitrator after the arbitration hearing, unless the parties agree in writing to the receipt of such evidence.

17. **Brief and Arbitrator's Opinion** – Each party will have the opportunity, if desired, to submit a written brief to the arbitrator within 30 calendar days of the close of the arbitration hearing or receipt of the arbitration transcript, whichever is later. If both parties wish to submit briefs, they shall be submitted at the same time (with the time to be determined by the arbitrator). Each party shall be responsible for forwarding a copy of its/their brief to the other party. Response briefs may be permitted by the arbitrator, which should likewise be submitted at the same time.

    In resolving the dispute and deciding all Covered Claims, the arbitrator must apply and follow applicable law.

    The arbitrator will provide a reasoned opinion in accordance with applicable law supporting their conclusions, including detailed findings of fact and conclusions of law. The opinion shall be signed by the arbitrator and shall include: (a) the names of the parties and their representatives; (b) the dates and place of the hearing; (c) a summary of the Covered Claims arbitrated and decided; (d) the factual and legal reasons for the opinion; and (e) the damages and/or other remedies/relief, if any.

18. **Authority of the Arbitrator** – The arbitrator may order third-party discovery, may grant any remedy or relief that would have been available had the claim been asserted in court, and may issue rulings on any motions that the parties could have asserted in court including, but not limited to, motions for summary judgment, motions to dismiss, motions in limine, and motions for sanctions.

19. **Effect of Arbitrator's Decision** – An arbitrator's award shall be a final, binding and exclusive determination of all Covered Claims subject only to limited rights of appeal provided by statute. The arbitrator's decision becomes final 30 calendar days

following receipt of the award. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The arbitrator(s) and AAA agree that the arbitration proceedings and the arbitrator's (or arbitrators') award are presumed confidential and, in the absence of an agreement by the parties to the contrary, agree to keep the same confidential except to the extent necessary to pursue a proceeding to confirm, modify, or vacate such award. The award shall have no legal effect on the claims of employees who are not party to the arbitration. Neither party may cite the arbitrator's decision as precedent in any other arbitration, or in any administrative or court proceeding. However, either party may cite the decision in order to appeal the arbitrator's award and/or to seek dismissal of the same claims in litigation.

20. **Arbitration in the Absence of a Party** – The arbitrator may proceed in the absence of a party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require any party who is present to submit such evidence as the arbitrator may require for the making of an award.

21. **Costs and Fees** – If the employee is the Claimant, the health system will pay: (1) the AAA's filing and other administrative fees (if any), less $150; (2) the arbitrator's fee and reasonable travel expenses; and (3) the cost of renting an arbitration hearing room (if applicable). The employee will pay $150 toward such filing and administrative costs to the health system (although the $150 fee may be waived if the employee demonstrates to the health system that payment of such fee will cause a hardship to the employee).

    If the health system is the Claimant, the health system will pay: (1) the AAA's filing and other administrative fees (if any); (2) the arbitrator's fee and reasonable travel expenses; and (3) the cost of renting an arbitration hearing room (if applicable).

    In all arbitrations, each party shall pay its/their own experts' and/or attorneys' fees, unless the arbitrator awards reasonable experts' and/or attorneys' fees to a "prevailing party" under applicable law.

22. **Settlement Agreement and Release** – If the parties reach an agreement to resolve a claim or claims prior to the issuance of the arbitrator's decision, the parties will promptly enter into a signed settlement agreement, including appropriate releases of claims involved.