

**I. Purpose**

The North Central Texas Trauma Regional Advisory Council (NCTTRAC) shall have a written Alternative Dispute Resolution (ADR) process, meant to aid in the local resolution of complex issues among entities/individuals/NCTTRAC members that have differences of opinions.

**II. Standard of Practice**

- A. Any entity/individual/NCTTRAC member that is aggrieved in connection with any NCTTRAC bylaws, system plan, guideline or protocol, action(s) or inaction(s), or situation or circumstance causing dissention or aggravation, may formally protest to NCTTRAC. A formal protest shall be written, with date and signature of protestor(s), addressed and delivered to the NCTTRAC Chair.
- B. A formal protest should contain at minimum the following elements:
  - 1. A specific and objective identification or statement of the aggravating situation or circumstance that the protested action is alleged to have been or is in violation.
  - 2. A specific and objective description of each act alleged to have violated or aggravated the protestor(s).
  - 3. The aggrieved party's argument(s) and authorities in support of the protest.
  - 4. The relief/decision requested to resolve the matter.
- C. NCTTRAC shall have the authority to resolve disputes.
- D. The NCTTRAC Closed System Performance Improvement Committee (Committee) shall be tasked with the responsibility of investigating each protest and making a recommendation to the Board of Directors (Board) for action.
  - 1. The Committee shall solicit written responses to the protest from interested parties.
    - a. The protest/dispute may be resolved by mutual agreement and reported to the Board.
    - b. If the protest/dispute is not resolved by mutual agreement, the Committee should issue a written recommendation regarding the protest to the Board, within 30 days of receipt of all pertinent data.
    - c. The Board shall inform the protesting party or parties by letter of its final determination.
    - d. The decision of the Board is final.
- E. NCTTRAC employee grievances shall be administered in a manner consistent with its Professional Employer Organization (PEO) contract expectations.