

Terms and Conditions for Service on Exclusive Roster of Mediators

Exclusivity: In exchange for being included on a publicly available AHLA roster of approved health care mediators, I agree to refer all health care cases I mediate in the United States to AHLA for administration.¹ For the purposes of this agreement a health care case is defined as follows:

- a dispute involving the application or interpretation of a law specific to the health care industry (e.g., Stark or HITECH);
- the application or interpretation of a generally applicable law to an individual or organization engaged in providing or paying for health care goods or services (e.g., a Title VII claim by a physician or a negligence claim brought against a nursing home for harm to a resident);
- any other type of dispute between or among health care providers, payers, or organizations that manufacture, distribute, or supply goods or services to health care providers.

This agreement does not limit my ability to mediate non-health care cases independently or through a competing service, nor does it affect my practice as an arbitrator or hearing officer in any way. Except as provided below, if I terminate this exclusive relationship, I may not mediate a health care case in the United States for a period of one year after notifying AHLA. The exception is if I remain on the exclusive roster for at least two years and mediate no more than an average of two health care matters per year, in which case I may terminate this exclusive relationship without triggering the non-competition requirement. AHLA also has the right to terminate this relationship if I average less than two health care mediations per year after two or more years, in which case the non-competition requirement also would not apply.

Accuracy: I believe all the information on my neutral profile and resume is accurate. If I become aware of any inaccuracies, or the information becomes outdated, I will update my profile and resume promptly and inform the parties about these additions or revisions.

Status: I understand that I am an independent contractor, not an employee, and that I am under no obligation to accept any appointments offered to me. I will abide by all AHLA Dispute Resolution Service rules, policies, and ethics codes. I understand that the AHLA Dispute Resolution Service has sole and final say over which roster members to recommend to the parties for any given matter. I acknowledge the right of the AHLA Dispute Resolution Service to take any actions it deems necessary to preserve the fairness and integrity of the processes it administers, including removing and replacing a neutral on a pending matter.

Relationship with Parties: I will not establish or attempt to establish a direct relationship with the parties through a retainer agreement, my own list of terms and conditions, or any other means. I will not attempt to impose any duties or obligations on the parties beyond those permitted by the AHLA Dispute Resolution Service. I understand that this document

¹ A mediator need not refer a case to AHLA for administration if the mediation is court-ordered.

is the exclusive service arrangement; I will not invoice the parties or otherwise demand or accept funds directly from a party or party representative for services rendered through the AHLA Dispute Resolution Service.

Rates: I understand that I may advertise any hourly or daily rate and may amend my advertised rate at any time. However, I may not charge the parties to a particular case more than the rate set forth in my profile as of the date on which the Administrator proposes me as a candidate for this case.²

Deposits: I understand that, upon accepting an appointment, I should promptly estimate and recommend to the Administrator an amount to collect from the parties for an initial deposit. I understand that I may monitor deposits and invoices through the Electronic Case Management System ("ECM") and agree to do so. I will request the Administrator to collect additional funds whenever the amount on deposit becomes insufficient to cover anticipated fees and expenses. I understand that I may request an unlimited number of deposits. I understand the Administrator reviews all deposit requests and determines the appropriate amounts to collect from the parties for initial and subsequent deposits to cover anticipated fees and expenses.

Invoices: I understand that I may report billable time and expenses as frequently as I wish either by entering them directly into the ECM or by sending AHLA an invoice. AHLA will process payments weekly. I understand that I may not invoice the parties or accept funds directly from them.

Administrative Fee: I acknowledge that, except as is provided below, AHLA will retain 18% of the amount reported and collected for billable time to cover administrative expenses.³ I understand that this fee will be deducted from my hourly or daily rate, and that I may not charge for it separately, claim it as an allowable expense, or in any other way seek reimbursement for this fee. The first exception is if I charge a reduced rate for travel time, in which case the administrative fee will be reduced proportionately. For example, if I charge two-thirds of my normal hourly rate for travel time, the administrative fee will be 12%; if I charge half the normal rate the administrative fee would be 9%. The second exception would be if AHLA offers and I accept additional advertising and promotion beyond what is provided by default to all members of the exclusive roster, in which case the administrative fee would be higher.

I will be reimbursed 100% for allowable expenses such as travel costs or conference call fees. I understand that AHLA does not reimburse neutrals for indirect expenses such as office overhead or advertising.

² For example, if the Administrator proposes you as a candidate for *Smith v. Jones* on May 1, and the rate listed in your profile on May 1 is \$300 per hour, you may charge *Smith and Jones* no more than \$300 per hour for the duration of *Smith v. Jones*. However, you may raise your rate to \$325 per hour for future cases.

³ The fee is the same for a single mediator or for co-mediators.

Assumption of Risk: I understand that AHLA strongly discourages me from performing services or incurring expenses if the funds on deposit are insufficient to cover anticipated costs. I understand that if I report billable time or expenses, and insufficient funds are on deposit to pay these costs, AHLA will make reasonable efforts to collect the amount due from the parties; however, I assume the risk that AHLA will be unable to collect all or part of the reported amount. Under no circumstances will AHLA compensate a neutral from its own funds or permit a neutral to invoice a party or party representative or demand or accept funds directly from a party or party representative.

I have read and understood these terms and conditions and agree to abide by them.

Signature: _____

Printed Name: _____

Date: _____