



AAA® Healthcare Payor Provider Arbitration Rules

Frequently Asked Questions

November 2014

Q: When will the Healthcare Payor Provider Arbitration Rules be effective?

A: The Healthcare Payor Provider Arbitration Rules will be available for use after January 1, 2011.

Q: Do the Healthcare Payor Provider rules limit their application to disputes between a Payor and a Provider?

A: Yes, the definition of a Payor and a Provider is outlined in R-1. Excluded from those definitions are consumers and employers who sponsor benefit plans.

Q: Can a Payor or Provider file a single case in which they seek reimbursement for all related claims, including those involving multiple patients and or multiple dates of service arising under a single contract?

A: Yes. A Payor or a Provider may file as a single case all reimbursement related claims, including those involving multiple patients and or /multiple dates of service arising out of a single contract (see R-52(a)).

Q: Can a Payor or a Provider file a single case seeking all reimbursement related claims, including those involving multiple patients and or multiple dates of service arising under multiple contracts?

A: Yes, provided the contracts that may apply to the claims at issue are between a specific Payor and a specific Provider (See R-52(b)).

Q: If the contract names the AAA Commercial Rules and the parties meet the definition of a Payor and or Provider can the parties elect to use the Healthcare Payor Provider Arbitration Rules in lieu of the Commercial Rules?

A: Yes. If the Payor and Provider mutually agree, they may substitute the Commercial Rules for the Healthcare Payor Provider rules.

Q: If there is no contract between a Payor and a Provider, can the parties agree to submit their claims to arbitration under the Healthcare Payor Provider Rules?

A: Yes. Upon mutual agreement to submit their dispute to arbitration, a Payor and Provider may agree to their dispute pursuant to the Healthcare Payor Provider Rules (See R-4(c)).



Q: Do the Healthcare Payor Provider Arbitration Rules allow a party to assert new or different healthcare reimbursement claims or counterclaims?

A: Yes. A party may assert new or different claims or counterclaims prior to appointment of the arbitrator(s). Following appointment of the arbitrator(s) absent agreement of the parties otherwise, the arbitrator(s) consent must be sought and shall be permitted provided (a) the alleged grounds for payment of the claim or counterclaim is the same as for the claims or counterclaims already pending and (b) asserting the new or different claims or counterclaims will not unduly disrupt the efficient administration of the arbitration.

Q: The rules specify appointment from the AAA National Healthcare Roster. Will the AAA maintain such national roster?

A: Yes. The AAA will maintain a national healthcare roster of individuals that meet the necessary qualifications for inclusion on the panel.

Q: Which administrative procedural track will be used for my claim?

A: The parties can select one of three administrative procedural tracks; Desk/Telephonic Track (R-1—R-60 as amended by D-1—D-6), Regular Track (R-1—R-60) or Complex Track (R-1—R-60 as amended by C-1—C-5). The claim amount will not dictate which procedural track. Instead, the parties are encouraged to mutually agree to the administrative track that shall govern the arbitration. If the Parties cannot agree on the administrative track then the AAA shall administer the arbitration in accordance with the Regular Track (R-1(d)).

Q: How many arbitrators will be appointed to an arbitration under the Healthcare Payor Provider Rules?

A: A single arbitrator will be appointed to all arbitrations under the Healthcare Payor Provider rules unless the parties mutually agree to three (3).

Q: Are there limitations on discovery?

A: Yes. The rules prohibit the ordering of depositions or other methods of discovery for Desk/Telephonic proceedings absent extraordinary circumstances (D-4). For cases administered under the Regular Track the parties are limited to one (1) deposition (R-22) and those administered under the Complex track, the parties are limited to two depositions (C-4). Exceptions to these limitations may only be made in cases where approval of the arbitrator is obtained for good cause shown.

Q: Do the rules allow for publication of the award?

A: The rules provide that absent written agreement of the parties or unless required by law, awards shall not be published or disseminated except to the extent necessary for the enforcement of the arbitration award. (R-52 (a)).



Q: What is the precedential effect of an award under the Healthcare Payor Provider Rules?

A: The rules specifically state that absent written agreement of the parties, the award shall have *no res judicata*, collateral estoppels or precedential effect (R-52(b)).

Q: What are the filing fees associated with filing a claim?

A: The AAA prescribes an initial filing fee, final fee and if applicable a proceed fee to compensate it for the cost of providing administrative services. The filing fees shall be advanced by the party or parties making a claim or counterclaim subject to final apportionment by the arbitrator in the award. Parties can choose to use the standard or flex fee schedule. More information about the particular fee schedules can be found at the end of the Healthcare Payor Provider Rules.