



**AHLA Rules and Procedures**  
May 21, 2025  
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 AMERICAN  
**HEALTH LAW**  
ASSOCIATION

Presented by Geoff Drucker & Panel

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## Distinguishing Features

### Subject Matter Knowledge:

- Most neutrals are health law experts
- Some are experts in health care valuation

### Technology:

- Fully Electronic
- Facilities engagement (with staff assistance as requested)

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## Joining the Roster

See [Neutrals Page](#) for requirements and how to create a profile

No cost to join or remain on the roster

Neutrals embody the AHLA brand: Expertise | Collegiality | Objectivity

The Dispute Resolution Service takes pride in helping health lawyers gain their first appointment and providing advice and support along the way

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## Keys to Success

### Profile:

- Complete the entire form
- Areas of health law expertise are search terms

### Resume / CV / Online Bio:

- Explain basis for all areas of health law expertise on profile
- Show objectivity if possible (seeing both sides of a conflict)
- Price yourself for the work you seek

Candidate lists are not random or rotating.

AHLA proposes the neutrals who are the most highly qualified for a particular matter.

## Guidance

### Dispute Resolution Services

#### Rules of Procedure for Arbitration

##### Current Rules

- [Commercial](#) (effective February 6, 2025)
- [Consumer](#) (effective February 6, 2025)
- [Employment](#) (effective February 6, 2025)
- [Arbitration Appeals](#) (effective February 6, 2025)

#### NEED HELP?

If you're having trouble navigating the case management system or have questions about our services, we have resources available to help:

- [Frequently Asked Questions](#)

If these resources do not answer your question, please contact us.

[Contact Us](#)

# Template for a Reasoned Award

Procedural history

Jurisdiction

What law applies and why

Outline of the parties' claims (and counterclaims if any)

Discussion and analysis

Key factual findings based upon the evidence presented  
Key legal conclusions based upon the established facts

Conclusion which leaves nothing unanswered

Address every claim  
Specify amounts of damages, fees, or interest (if applicable)  
Indicate that every claim not expressly addressed is denied



## Frequently Asked Questions

## Do I need liability insurance?

Arbitrating is not the practice of law, so check your current policy.

Minimal risk of being held liable but attorney's fees could be significant.

## I can be subpoenaed to testify post-award?

Anything is possible, but what relevant information could an arbitrator possibly have?

**May I appear at an arbitration hearing in a state in which I am not admitted to practice law?**

Since the Dispute Resolution Service does not require a representative to be an attorney (see Rule 1.3), it does not require a representative to be admitted to practice law in a particular state or seek admission pro hac vice for the purposes of an arbitration. However, the state bar may require an out of state attorney to request and seek approval to appear pro hac vice for an arbitration hearing.

**May an Arbitrator Interpret and Enforce the Law of a State in Which the Arbitrator is Not Barred?**

Yes. Again, arbitrating is not the practice of law and arbitrators are not required to be lawyers.

Exception: An agreement to arbitrate may require that the arbitrator be admitted in a certain state.

## How does AHLA deal with disclosures and conflicts?

### Upon appointment

If you have a conflict: You must decline to serve.

If you have a relationship that might cause concern: You may offer to decline if either party so requests. Direct the parties to communicate with AHLA staff.

If you have no significant disclosures, calendar a scheduling conference without delay.

### After accepting an appointment

Communicate insignificant new disclosure directly to parties.

Communicate significant new disclosures to staff. You may offer to withdraw if either party so requests. Communication is between counsel and staff.

Counsel may ask an arbitrator to withdraw or petition for withdrawal at any time.

## Claims by or against individuals

## Pro Se Parties

Educate and assist

Provide

- Leeway (e.g., in examining witnesses)
- Time to tell their story

But do not become an advocate!

And stay in control!

- Leverage the prestige of your position to temper animosity and keep unruly individuals on track

## Consumer Rules

Pre-dispute agreements must be:

- ✓ Separate and conspicuously identified
- ✓ Voluntary (admission not conditioned on signing)
- ✓ Revocable within 30 days after signature

And must include specific language about legal rights (or substantially similar text)

In all proceedings:

- Health care entity pays all costs of arbitration, at least through three days of hearing
- No contract clause may unreasonably prejudice a consumer or limit a consumer's statutory rights or remedies



## AHLA Consumer Rules

### 5.3 Deposits

(a) REQUESTS. The Administrator may require the Health Care Entity to deposit in advance sufficient funds to cover the costs of the arbitration, including the arbitrator's fees and expenses. The Administrator may require the Health Care Entity to provide additional funds whenever the amount on deposit appears to be insufficient to cover the costs of the arbitration, including the arbitrator's fees and expenses.

(b) DELAYED PAYMENT. If the Administrator does not receive the required amount, the arbitrator may **suspend proceedings** pending receipt of these funds.

(c) NON-PAYMENT. If, after receiving multiple requests and an opportunity to cure, the Health Care Entity fails to deposit a reasonable amount to cover the fees and expenses for which it is responsible under paragraph (a) above, the arbitrator may enter **default judgment** against the Health Care Entity.

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## Employment Cases

### If the arbitration clause is mandatory (a condition of employment):

Employer pays costs of arbitration

- See *Employment Rules 2.3, 2.4, and 7.6*

No contract clause may unreasonably prejudice an employee or limit an employee's statutory rights or remedies

- See *Employment Rule 4.1(d)*

These rules override a contract clause calling for fees to be split  
(otherwise, they would be meaningless)

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## AHLA Employment Rules

### 5.3 Deposits

(c) NON-PAYMENT. If the arbitrator concludes that the parties are not going to provide the required deposit, he or she may **terminate proceedings**. In addition, if the contract at issue contains a Mandatory Arbitration Clause within the meaning of Rule 2.3(b), and if, after receiving multiple requests and an opportunity to cure, the employer fails to deposit a reasonable amount to cover the fees and expenses for which it is responsible under Rule 7.6(c), the arbitrator may enter **default judgment** against the employer.

## Commercial Valuation Cases

### 5.10 Valuation or Appraisal

(a) If the value of goods, property, or services is disputed, and if all parties consent to a specific valuator or appraiser on the AHLA panel, **an arbitrator may appoint that valuator or appraiser to provide an independent assessment** of the value or the range of values, consistent with applicable standard(s) of value.

(b) Party representatives may examine the arbitrator-appointed valuator or appraiser to the same extent as a party-appointed expert witness.

(c) The valuator or appraiser will invoice AHLA for fees and expenses in the same manner as an arbitrator and will be compensated from deposits in the same manner as an arbitrator (see Rule 7.6).

(d) This rule does not limit a party in calling its own expert(s).




# Educating and Connecting the Health Law Community

[americanhealthlaw.org](http://americanhealthlaw.org)

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