

RICE & ASSOCIATES, P.C.

Attorneys and Counselors

ROBERT C. RICE
BOARD CERTIFIED
LABOR & EMPLOYMENT LAW
TEXAS BOARD OF
LEGAL SPECIALIZATION



Robert C. Rice

TDI Bill Dispute Services under SB1264 for Balance Billing Cases

Current Employer/Title – Rice & Associates, P.C. – Shareholder

Profession - Attorney, Arbitrator, Mediator

SB1264 Case Experience

Since the start of the Texas SB1264 bill arbitration process, I have heard and decided hundreds of Texas Department of Insurance bill dispute cases under Texas law. I also serve as an arbitrator under the comparable bill dispute arbitration programs for Colorado and Virginia.

Representative Cases Handled as Arbitrator – As panel chair or sole arbitrator have presided over more than 700 arbitration cases resulting in a written decision, including medical billing disputes, breach of contract, commercial disputes, construction disputes, workplace injury (non-subscriber), executive contract, contract, employee non-compete agreements, wrongful discharge, discrimination, harassment, FLSA collective actions, and securities disputes.

Alternative Dispute Resolution Experience – Mediator and sole arbitrator and panel chairman with American Arbitration Association Commercial Panel since 1994. Designated as Master Mediator by American Arbitration Association.

Member of the arbitrator roster of the American Health Lawyers Association.

Member of Arbitration and Mediation panels for the International Institute for Conflict Prevention and Resolution (CPR).

Panel member and panel chair for FINRA – Financial Industries Regulatory Authority.

Credentialed Mediator, Texas Mediator Credentialing Association.

Alternative Dispute Resolution Training – Faculty, Webinar, Developing an ADR Plan to Resolve Employment Disputes, 2012. Faculty, Subpoenas in Arbitration, 2005.

Alternative Dispute Resolution Continuing Education/Medical Billing Related:

- Considerations for Arbitrating Payer/Provider Disputes, AHLA American Health Law Association
- Surprise Medical Bills: Provider and Payer Perspectives on Transparency in Health Care Billing, Houston Bar Association
- Medical Fees and Coding 101, ABA Health Law Section
- Billing and Coding Bootcamp, AHLA American Health Law Association
- Can't We All Just Get Along? Mediating Clinical, Payer, Peer Review, and Corporate Healthcare Disputes, ABA Health Law Section
- Telemedicine Billing, Coding, and Reimbursement, AHLA American Health Law Association

Alternative Dispute Resolution Continuing Education/General ADR

Motion Practice Under AAA Rules – What You Need to Know, 2017; Developments in Arbitration Law: Testing the Boundaries of Court Intervention, 2017; AAA Roundtable Arbitrator Disclosures and Disqualifications, 2016; AAA eDiscovery: Arbitration in a Digital World (ACE012), 2016; Developments in Arbitration Law - Testing the Boundaries of Court Intervention, 2015; AAA Avoiding Ten Common Missteps Arbitrators Make (ACE010), 2015; AAA What We Have Here is a Failure to Communicate 2014; AAA Managing the Arbitration Process Following the Preliminary Hearing, 2014; AAA Webinar, Developments In Arbitration Law: Disclosure, Vacatur, Sanctions, and Arbitrator Authority, 2013; Faculty, AAA Webinar, Developing an ADR Plan to Resolve Employment Disputes, 2012; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2012; AAA Webinar, Developing an ADR Plan to Resolve Employment Disputes, 2012; AAA Advanced Mediator Training, 2011; Texas CLE, Mediation, 2009; Texas CLE, Arbitration, 2009; University of Texas School of Law, Remedies in Commercial, Investment and Energy Arbitrations, 2007; A.A. White Dispute Resolution Institute, Commercial Arbitration (Domestic & International), 2007; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2007, 2003; Attended AAA Neutrals Conference, 2006, 2004, 2003; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2005; AAA Practical Tips for Dealing with Delay Tactics of Parties and Advocates (ACE004), 2004; AAA Arbitrator Update 2004, 2003, 2001; AAA Arbitrator Ethics and Disclosure (ACE003), 2004; AAA Employment Arbitrator II Training: Advanced Case Management Issues, 2002; AAA Employment Arbitrator Training, 1999; AAA Panel Retreat, 1997; AAA Employment Arbitrator Training, 1997; A. A. White Dispute Resolution Institute, Mediation Training, 1996; AAA Commercial Arbitration Training, 1995.

Work History - Principal, Rice & Associates, 1992-present; Adjunct Professor, South Texas College of Law, 1993-present; Vice President/General Counsel, Questco, Inc., 1991-92; Attorney, Davis & Shank (and predecessor firms) 1986-1991.

Legal Experience – Litigation representation and advice to individuals and to small, medium and large business in connection with commercial and employment disputes including complex contracts, torts, construction and employment matters. Regular

representation of both employers and employees in a wide range of employment law matters, including discrimination, harassment, termination, non-compete and wage and hour and FLSA collective action cases. Representation of plaintiffs and defendants in commercial litigation matters, including DTPA, contract, loan and construction matters.

Since 1993, Adjunct Professor at South Texas College of Law teaching Arbitration Law, Alternative Dispute Resolution Law, Employment Law and Consumer Protection & Deceptive Trade Practices Act Law.

Professional Licenses - Admitted to the Bar: Texas, 1986; U.S. District Court: Southern (1987), Eastern (1992); and Northern (1998) Districts of Texas; U. S. Court of Appeals, Fifth Circuit, 1988. Board Certified, Labor and Employment Law, Texas Board of Legal Specialization, 1993.

Professional Associations - State Bar of Texas; American Bar Association; Houston Bar Association. Chartered Institute of Arbitrators. Texas Mediator Credentialing Association. American Health Law Association.

Education - Rice University (BA-1982); South Texas College (JD-1986).

FEES

Arbitration. Arbitrator Compensation for SB1264 Matters – fixed fee of \$2,000.00 per case for payments by check, wire transfer or ACH. Any payment by credit card or virtual payment card will incur an additional three percent (3%) administrative and convenience fee which will be automatically added to the invoice.

Mediation. Mediator Compensation for SB1264 Matters – fixed fee of \$900.00 per case for payments by check, wire transfer or ACH. Any payment by credit card or virtual payment card will incur an additional three percent (3%) administrative and convenience fee which will be automatically added to the invoice.

These fees are for the entire case, and under the law are split among the parties. Under TDI regulations, the full fee is due at the time the arbitrator or mediator is assigned to the case. “Failure to pay the arbitrator when the arbitrator is assigned constitutes bad faith participation, and the arbitrator may award the binding amount to the other party.” 28 TAC 21.5021(d)(2). By statute, the fee is non-refundable, even if the parties resolve the case prior to the mediation or arbitration.