

# RICE & ASSOCIATES, P.C.

Attorneys and Counselors

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

TELEPHONE

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## Robert C. Rice TDI Bill Dispute ADR Services under SB1264

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

**Profession** - Attorney, Arbitrator, Mediator

**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 Employment Law and Consumer Protection/Deceptive Trade Practices Act Law, and Alternative Dispute Resolution.

### **Medical Billing Dispute Resolution Experience**

Have served as arbitrator and mediator under the Texas independent dispute resolution program since the inception of the process. Arbitrator for medical billing disputes under similar programs in other states. Well over a 1,000 total Texas medical bill dispute cases handled as mediator or arbitrator. Arbitrator on additional medical bill dispute cases under the dispute resolution programs of other states.

**Representative Cases Handled as Arbitrator** – As panel chair or sole arbitrator have presided over more than 400 arbitration cases resulting in a written decision, including breach of contract, commercial disputes, workplace injury (non-subscriber), executive contract, contract, employee non-compete agreements, wrongful discharge, discrimination, harassment, FLSA collective actions, and securities industry 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 Arbitration and Mediation panels for the International Institute for Conflict Prevention and Resolution (CPR).

Member of the ADR roster of the American Health Law Association.

Arbitrator and panel chair for FINRA – Financial Industries Regulatory Authority.

**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.

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

**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 - B.A.; South Texas College of Law -J.D.

### **FEES**

**Arbitration.** Arbitrator Compensation for SB1264 Matters – fixed fee of \$2,000.00 per arbitration case for payments by check, wire transfer or ACH.

**Mediation.** Mediator Compensation for SB1264 Matters – fixed fee of \$900.00 per mediation case for payments by check, wire transfer or ACH.

The quoted fees are for the entire case, and under the law each party pays one-half. **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). “Failure to pay the mediator when the mediator is assigned constitutes bad faith participation.” 28 Tex. Admin. Code §21.5011(d)(2).

By statute, the fee is non-refundable, even if the parties resolve the case prior to the mediation or arbitration.

### **PAYMENT ARRANGEMENTS**

Fees may be paid via: corporate check, ACH payment or credit card.

ACH payment details will be provided immediately on my appointment to a case.

Checks should be made payable to Rice & Associates, PC and delivered to:

Rice & Associates PC

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By selecting me as the mediator or arbitrator, the parties agree to the following payment terms.

For payment by corporate credit card or virtual payables card – contact our office, and request an electronic (on-line) invoice. We will generate an electronic invoice, which will be emailed to you. A 4% convenience and administrative processing fee is added to all credit card/payables card payments for arbitration or mediation cases. The 4% administrative fee is in addition to the party's share of the arbitrator or mediator fee.

Arbitrator fees and mediator fees not paid within twenty-one (21) calendar days after assignment of the case to me by TDI are past due. Past due mediator or arbitrator fees will incur interest at the rate of 1.5% per month, but not to exceed the Texas maximum lawful interest rate for business transactions under a written agreement. Each invoice that remains unpaid for a period of thirty (30) days or longer, will be assessed a one-time late payment fee of \$200.00. Unpaid invoices shall accrue pre-judgment and post-judgment interest at the highest rate allowed by Texas law.

The parties agree to the exclusive jurisdiction and exclusive venue of the state courts sitting in Houston, Harris County Texas, including but not limited to the County Courts and Small Claim Courts sitting in Harris County. The parties consent to a decision by the judge alone, and waive all rights to trial by jury. All parties waive all rights to recover attorneys' fees for any claim or cause of action, and waive all rights to attorneys' fees under any basis or theory whatsoever. In addition to all other available relief, the court shall determine and shall issue declaratory relief consisting of specific findings whether the party that is alleged to have defaulted in payment or failed to make timely payment was in bad faith within the meaning of 28 Tex. Admin. Code §21.5011(d)(2) or 28 Tex. Admin. Code §21.5021(d)(2)). Any party to the case may provide a copy of the Court's decision to the Texas Department of Insurance.

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