



Massachusetts Dispute Resolution Services
• Boston Office •
60 State Street, Suite 700, Boston, Massachusetts 02109
• Administrative Offices •
27 Congress Street, Salem, Massachusetts, 01970

Telephone: 800.536.5520 • Fax: 978.741.2368 • www.mdrs.com

MDRS Arbitration Rules

1. APPLICABILITY OF RULES

The parties agree that these rules shall govern all arbitration proceedings before MDRS. The parties may modify these rules by agreement between them, so long as such modified rules are consistent with applicable laws. The parties shall notify MDRS of any agreed modifications to these rules prior to the arbitration hearing.

2. SUBMISSION OF CASE/COMMENCEMENT OF RULES

Parties to a dispute initiate proceedings with MDRS by filing an MDRS Case Submission Form either by mail or facsimile, or by a telephone submission of relevant information to an MDRS case administrator who will complete the MDRS Case Submission Form.

3. FILING

All documents shall be deemed filed upon actual receipt by MDRS and/or the other parties.

4. REPRESENTATION BY COUNSEL

Any party may represent himself or be represented by an attorney or other authorized representative in any arbitration proceeding before MDRS.

5. DESIGNATION OF ARBITRATOR(S)

The parties shall jointly agree upon the selection of an arbitrator from the MDRS panel of arbitrators. Unless otherwise stipulated by the parties, the dispute shall be decided by one arbitrator. At the request of the parties, a dispute may be decided by three arbitrators agreed to by the parties by a selection process agreed to by the parties with the assistance of MDRS.

6. DECISION BY THREE ARBITRATORS

Where a dispute is heard by three arbitrators, all decisions during the course of the arbitration as well as the final award must be agreed to by at least two of the arbitrators.

7. IMPARTIALITY OF ARBITRATOR

The arbitrator shall have no personal or financial interest in the outcome of the dispute. In advance of the hearing the arbitrator shall disclose to the parties any circumstances which may create a presumption of bias or conflict of interest. Upon such disclosure and prior to commencement of the arbitration hearing, a party shall have the right to request the disqualification of the arbitrator.

8. AGREEMENT FOR ARBITRATION

Prior to the commencement of the arbitration hearing, the parties and their counsel or authorized representatives shall agree in writing to the arbitration of their dispute. For this purpose an MDRS Agreement For Arbitration will be provided to the parties incorporating these rules.

9. DATE, TIME AND PLACE OF HEARING

The parties and MDRS shall agree upon the time, date and place of the arbitration hearing. Notice of such hearings shall be mailed to the parties by MDRS at least ten (10) days prior to the hearing unless otherwise agreed to by the parties.

10. DISCOVERY

The amount, type and time for completion of any needed pre-hearing discovery may be set by agreement of the parties. If the parties cannot agree on pre-hearing discovery, the arbitrator, upon application of the parties, may decide such matters and issue a discovery order.

11. INTERPRETERS AND STENOGRAPHIC RECORD

MDRS does not provide interpreters or stenographers. Any party requesting an interpreter or a stenographic record must make arrangements directly and pay any associated costs, and shall notify MDRS and the other parties in advance of the hearing.

12. POSTPONEMENTS

The arbitrator for good cause may postpone the hearing upon request of a party, or may postpone the hearing upon his own initiative, giving notice to all parties in advance of the hearing. Postponements made at the request of a party are subject to postponement fees as stated in the MDRS Fee Schedule.

13. ATTENDANCE AT HEARINGS

Any person having a direct interest in the dispute shall be allowed to attend the arbitration hearing. The arbitrator shall have the power to exclude any witness, other than a party, during the testimony of another witness.

14. CONDUCT OF ARBITRATION HEARING

The arbitrator shall have the power to choose the manner in which the arbitration hearing is conducted. Hearings shall be conducted in any manner that permits a fair presentation of each party's case. Each party will be allowed to offer their claims, defenses, evidence and, witnesses, and shall be subject to questions and examination from the opposing party. The arbitrator shall have the power to administer oaths, and rule upon the admissibility of oral testimony, documents and reports as indicated in these rules. When all such proofs have been received, the arbitrator may deem the hearing closed.

15. ADMISSIBILITY OF EVIDENCE AT THE HEARING

The arbitrator shall be the sole judge of the admissibility of all evidence offered at the hearing, whether oral testimony from witnesses or documentary evidence. All relevant evidence, including hearsay, may be admitted at the discretion of the arbitrator if deemed necessary for a full understanding of the dispute.

16. NOTICE OF DOCUMENTS TO BE SUBMITTED AT THE HEARING

Any party intending to offer any document as evidence at the hearing must provide to the other parties a copy of the document at least ten days prior to the hearing. The arbitrator may exclude any document not produced in accordance with this rule. The arbitrator shall have the power to require or allow parties to submit further documents on or after the hearing if deemed necessary for a full understanding of the dispute.

17. TYPES OF DOCUMENTS SUBMITTED AT THE HEARING

If notice has been given in accordance with Rule 16 above, the following documents are among those that may be offered into evidence at the arbitration hearing:

- a. Medical bills, medical reports and hospital records from licensed health care providers.
- b. Written bills or estimates of damage or appraisal of property.
- c. Written reports by an employer of lost earnings or time lost from employment.
- d. Evidence of witnesses by signed affidavit or statement. Such signed affidavits or statements shall be given only such weight as the arbitrator deems merited after hearing objections by the other parties.
- e. Reports of expert witnesses in so far as such testimony would be admissible if the expert was testifying in person.
- f. Other documents may be admitted into evidence at the discretion of the arbitrator if deemed necessary for a full understanding of the dispute.

18. DEFAULT OR ABSENCE OF A PARTY AT THE HEARING

The arbitration may proceed at the discretion of the arbitrator if, after due notice of the hearing is received, a party fails to appear without just cause. The arbitrator shall require the party that appears to present evidence to support his case and may at his discretion (a) make an award or finding in the absence of a party, (b) grant a continuance or postponement or (c) allow the party who failed to appear to make a written submission of his case prior to making an award or finding.

19. ARBITRATION DECISION

The arbitrator shall render his decision in writing sent by first class mail to the parties or their counsel with 20 days of the close of the hearing. The arbitration decision shall be signed by the arbitrator or, if heard by a three member panel, by at least two of the arbitrators. The decision of the arbitrator(s) shall be final and binding and not subject to appeal, unless otherwise agreed to jointly by the parties in advance of the hearing. The arbitrator's decision may be entered as a judgment in any court of competent jurisdiction. If the parties settle their dispute during the course of the arbitration, the arbitrator may set forth the terms of the settlement in an arbitration decision if requested by the parties.

20. WAIVER OF RULES

Any party who proceeds with arbitration after knowledge that any provision of these rules has been violated and who fails to file a written objection thereto to MDRS and all other parties shall be deemed to have waived the right to object.

21. JUDICIAL PROCEEDINGS / EXCLUSION OF LIABILITY

Neither MDRS, the arbitrator(s) or the work product or confidential notes of the arbitrator(s) shall be subject to appearance at or disclosure in any judicial proceeding relating to the arbitration. MDRS and the arbitrator(s) shall not be liable to any party for any act or omission in connection with any arbitration conducted under these rules.