

~~3-2A-06A.~~

~~(f) (1) (i) [If] SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, IF the parties mutually agree to a neutral case evaluation, the circuit court or United States District Court, to which the case has been transferred after the waiver of arbitration, may refer the case to the Health Claims Arbitration Office not later than 6 months after a complaint is filed under subsection (c) of this section.~~

~~(H) A CASE MAY NOT BE REFERRED UNDER THIS SECTION TO THE HEALTH CLAIMS ARBITRATION OFFICE AFTER DECEMBER 31, 2004.~~

~~3-2A-06B.~~

~~(i) (1) (i) [If] SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, IF the parties mutually agree to a neutral case evaluation, the circuit court or United States District Court, to which the case has been transferred after the waiver of arbitration, may refer the case to the Health Claims Arbitration Office not later than 6 months after a complaint is filed under subsection (c) of this section.~~

~~(H) A CASE MAY NOT BE REFERRED UNDER THIS SECTION TO THE HEALTH CLAIMS ARBITRATION OFFICE AFTER DECEMBER 31, 2004.~~

3-2A-06C.

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "ALTERNATIVE DISPUTE RESOLUTION" MEANS MEDIATION, NEUTRAL CASE EVALUATION, NEUTRAL FACT-FINDING, OR A SETTLEMENT CONFERENCE.

(3) "MEDIATION" HAS THE MEANING STATED IN TITLE 17 OF THE MARYLAND RULES.

(4) "MEDIATOR" MEANS AN INDIVIDUAL WHO CONDUCTS MEDIATION.

(5) "NEUTRAL CASE EVALUATION" HAS THE MEANING STATED IN TITLE 17 OF THE MARYLAND RULES.

(6) "NEUTRAL FACT-FINDING" HAS THE MEANING STATED IN TITLE 17 OF THE MARYLAND RULES.

(7) "NEUTRAL PROVIDER" MEANS AN INDIVIDUAL WHO CONDUCTS NEUTRAL CASE EVALUATION OR NEUTRAL FACT-FINDING.

(8) "SETTLEMENT CONFERENCE" HAS THE MEANING STATED IN TITLE 17 OF THE MARYLAND RULES.

(B) (1) THIS SECTION DOES NOT APPLY IF:

(I) ALL PARTIES FILE WITH THE COURT AN AGREEMENT NOT TO ENGAGE IN ALTERNATIVE DISPUTE RESOLUTION; AND