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**FRESNO UNIFIED SCHOOL DISTRICT**

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**TO:** PARTICIPANTS OF THE FRESNO UNIFIED SCHOOL DISTRICT EMPLOYEE HEALTH CARE PLAN  
**FROM:** JOINT HEALTH MANAGEMENT BOARD  
**SUBJECT:** EMPLOYEE HEALTH CARE PLAN AMENDMENT 2014-2  
**DATE:** JANUARY 1, 2014

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The Joint Health Management Board of the Fresno Unified School District has modified the Plan Document regarding Third Party Liability and Subrogation under Plan Options 'A' and 'B'. This notice defines changes to the Fresno Unified School District Employee Health Care Plan **EFFECTIVE JANUARY 1, 2014**.

The following **Arbitration Provision** is to be added to the **Third Party Liability and Subrogation** section of the Plan Document:

Any disputes relating to the Subrogation and Reimbursement Agreement or the violation of this agreement shall be settled through binding arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) then in effect. Either party may start the arbitration by giving the other party a written demand for arbitration. The dispute shall be decided by a single arbitrator chosen through AAA procedures. The fees charged by the AAA and the fees and costs of the arbitrator shall be split equally between the parties. The place of the arbitration shall be Fresno, California. The parties waive their right to a jury trial. The State Arbitration Act shall apply. The decision of the arbitrator shall be final and binding, and judgment upon the decision may be entered by any California state court.