

EXHIBIT A

Description of OIA Staff

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Sharon Oxborough, Esq., Independent Administrator. Ms. Oxborough is the principal of the Law Offices of Sharon Oxborough. Ms. Oxborough is a graduate of Hamline University, *summa cum laude*, and Harvard Law School, *cum laude*. She was a federal law clerk in the Central District of California. She has twenty-five years of experience in general civil litigation, appeals, and alternative dispute resolution. She was of counsel to the Law Offices of Sharon Lybeck Hartmann. In that capacity, Ms. Oxborough drafted and negotiated the original *Rules* and forms used by the OIA and consulted about issues as they arose. She drafted all amendments and the OIA contracts and had primary responsibility for negotiating them with Kaiser and the AOB. Now, as Independent Administrator, she supervises the overall operation of the OIA, meets with Ms. Bell and Ms. O'Neal monthly regarding the status of cases, and writes the Annual Reports.

Marcella A. Bell, Esq., Director. Ms. Bell is a graduate of Loyola Marymount University and the University of West Los Angeles School of Law, where she served on the Moot Court Board of Governors. Her legal experience is primarily in the areas of civil rights and alternative dispute resolution. Ms. Bell was an attorney with the Law Offices of Sharon Lybeck Hartmann firm from 1995 to 2003. As Director of the OIA, Bell supervises day-to-day operations of the OIA and its staff. She also decides fee waiver applications and petitions for expedited proceedings, selects neutral arbitrators based on parties' responses, speaks with neutral arbitrators about their selection and the progress of their cases, compiles and analyzes statistical data, and answers substantive questions from claimants and attorneys. She also reviews neutral arbitrators disclosures to ensure that the disclosure required by Ethics Standard 12(b) is made and is timely, and the Standard 8 disclosures provided by the OIA are served on the parties. Ms. Bell speaks with neutral arbitrators about the status of their cases, monitoring the progress of those open more than 15 months. She served as a volunteer attorney at the West Los Angeles Domestic Violence Prevention Clinic from 1998 to 2000. Ms. Bell is fluent in Spanish and Italian.

Stephanie L. O'Neal, Esq., Assistant Director. Ms. O'Neal is a graduate of Dartmouth College and UCLA School of Law. She also holds a Masters in Urban Planning from UCLA. Her legal experience is primarily in the areas of civil rights and alternative dispute resolution. Ms. O'Neal was an attorney with the Hartmann firm from 1996 to 2003. At the OIA, Ms. O'Neal reviews arbitrator applications and fee waiver applications, decides fee waiver applications and petitions for expedited proceedings, selects neutral arbitrators based on parties' responses, speaks with neutral arbitrators about their selection and the progress of their cases, and answers substantive questions from claimants and attorneys. She reviews neutral arbitrators disclosures to ensure that the disclosure required by Ethics Standard 12(b) is made and is timely, and the Standard 8 disclosures provided by the OIA are served on the parties. Ms. O'Neal speaks with neutral arbitrators about the status of their cases, monitoring the progress of those open more than 15 months. She also assists Ms. Bell in supervision of the OIA and its staff. Ms. O'Neal is an adjunct instructor in the UCLA Extension Paralegal Training Program, and an adjunct assistant professor at Los Angeles Valley College, where she teaches Business Law.

Tracy Holler, Management Information Systems. Ms. Holler is a graduate of California State Polytechnic University, Pomona. She studied Business Administration, with a concentration in Management and Human Resources. She worked at the Hartmann firm from 1994 to 2003. She is the computer network administrator and is responsible for all parts of the firm's computer network. She designed, set up, and maintains the OIA's extensive computer databases. She was responsible in 2002 for redesigning the OIA's software to meet the reporting requirements of both the Ethics Standards and of California Code of Civil Procedure §1281.96. Because of her, the OIA posted all data required before the statutory deadline of January 1, 2003. She generates the statistical reports upon which these annual reports are based.

Vivian Arroyo, Administrative Staff. Ms. Arroyo worked as an administrator at the Hartmann firm from 1997 to 2003. Prior to that, she worked for Mexicana Airlines as a sales representative for fifteen years. Ms. Arroyo traveled all over the world during her career with the airline. At the OIA, Ms. Arroyo is responsible for tracking each case's compliance with the *Rules* to the extent that it can be tracked through our computer database, sending form letters reminding parties and neutrals of deadlines, and maintaining case files. She also assists Ms. Bell and Ms. O'Neal in the neutral arbitrator selection process. She is fluent in Spanish.

Maria Garcia, Administrative Staff. Ms. Garcia worked at the Hartmann firm from 1996 to 2003. She is responsible for sending out the lists of possible arbitrator ("LPA") packets to the parties. She generates the LPAs, assembles copies of the neutral arbitrators applications for the LPAs, and maintains the neutral arbitrator application files. She inputs the information the neutral arbitrators provide about themselves in their applications into the OIA computer database and sends out neutral arbitrator applications to potential applicants. She sends letters confirming the granting of 90 day postponements with new due dates. Ms. Garcia also maintains the database of Kaiser Senior Advantage plan members who elect to opt out of arbitration. Those Senior Advantage members who do not wish to arbitrate any disputes that may arise under their plan sign and return a form, provided by Kaiser, to the OIA. Ms. Garcia adds their names and other pertinent information to the database. She is fluent in Spanish.

Lynda Tutt, Legal Assistant. A native of Philadelphia, Pennsylvania, Ms. Tutt attended Temple University. She has many years' experience as a legal assistant, and worked for the Hartmann firm from 1995 to 2003. Ms. Tutt is a licensed notary and a member of the Legal Secretaries Association, Beverly Hills/Century City Chapter. Ms. Tutt answers incoming telephone calls and responds to questions from lawyers, claimants, and the public. She creates case files, enters information about new cases into the OIA's computer database, sends letters to neutral arbitrators confirming their selection, and sends letters regarding payment of filing fees.

Suzanne R. Baskin, Administrative Assistant. Ms. Baskin studied Criminal Justice at Southwest College. At the OIA, Ms. Baskin is responsible for assisting Ms. Garcia, with sending out the LPA packets to the parties, copying neutral arbitrator applications, and maintaining the neutral arbitrator application files.

EXHIBIT B

**Rules for Kaiser Permanente Member
Arbitrations Administered by
the Office of the Independent Administrator,
Amended as of January 12, 2012**

**RULES FOR KAISER PERMANENTE MEMBER
ARBITRATIONS**

ADMINISTERED BY

THE OFFICE OF THE INDEPENDENT ADMINISTRATOR

AMENDED AS OF JANUARY 1, 2010²

TABLE OF CONTENTS

A. GENERAL RULES 1

 1. Goal 1

 2. Administration of Arbitration 1

 3. Confidentiality 1

 4. Code of Ethics 1

 5. Meaning of Arbitrator 1

 6. Authority of Arbitrators 1

 7. Contents of the Demand for Arbitration 1

 8. Serving Demand for Arbitration 2

 9. Serving Other Documents 2

 10. Representation 3

B. RULES ON COMMENCEMENT OF ARBITRATION AND SELECTION OF ARBITRATORS 3

 11. Initiation of Arbitration 3

 12. Filing Fee 3

 13. Waiver of Filing and Neutral Arbitrator Fees 4

 14. Number of Arbitrators 4

 15. Payment of Neutral Arbitrator Fees and Expenses 5

 16. List of Possible Arbitrators 6

 17. Joint Selection of the Neutral Arbitrator 6

 18. Selection of the Neutral Arbitrator When the Parties Do Not Agree 7

 19. Acceptance by the Neutral Arbitrator 8

 20. Disclosure and Challenge 8

 21. Postponement of Selection of Neutral Arbitrator 8

 22. Selection of the Party Arbitrator 9

 23. Appointment of Chairperson 9

C. RULES FOR REGULAR PROCEDURES 10

 24. Deadline for Disposing of Arbitrations 10

 25. Arbitration Management Conference 10

26.	Mandatory Settlement Meeting	11
27.	Discovery	12
28.	Postponements	12
29.	Failure to Appear	13
30.	Securing Witnesses for the Arbitration Hearing	13
31.	Close of Hearing or Proceeding	13
32.	Documents	13
D.	RULES FOR EXPEDITED PROCEDURES	14
33.	Expedited Procedures	14
34.	Seeking Expedited Procedures from the Independent Administrator	14
35.	Seeking Expedited Procedures from the Neutral Arbitrator	15
36.	Telephonic Notice	15
E.	RULES ON AWARD AND ENFORCEMENT	15
37.	Time of Award	15
38.	Form of Award	15
39.	Delivery of the Award	16
40.	Notice after Settlement or Withdrawal	16
41.	Sanctions	16
42.	Release of Documents for Judicial Proceedings	16
F.	RULES OF ADMINISTRATION	16
43.	Counting of Days	16
44.	No Limit on Immunity	17
45.	Neutral Arbitrator Fees	17
46.	Expenses	17
47.	Forms	17
48.	Questionnaire	17
49.	Evaluation	17
50.	Amendment of Rules	18
51.	Conflict with Law	18

52.	Acknowledgment of No Warranty	18
53.	Public Reporting	18
54.	Legal Advice	19

A. GENERAL RULES

1. Goal

These Rules are intended to provide an arbitration process that is fair, timely, lower in cost than litigation, and that protects the privacy interests of all Parties.

2. Administration of Arbitration

The arbitrations conducted under these Rules shall be administered by the Office of the Independent Administrator. Arbitrations conducted under these Rules shall be considered to be consumer arbitrations under California law.

3. Confidentiality

Information disclosed to, and documents received by, an Arbitrator or the Independent Administrator by or from the Parties, their representatives, or witnesses in the course of the arbitration shall not be divulged by the Arbitrator or the Independent Administrator. With respect to the Independent Administrator, this Rule shall not apply to communications concerning Arbitrators, disclosures required by law, or statistical information used in its annual reports.

4. Code of Ethics

All Neutral Arbitrators appointed on or after July 1, 2002, shall comply with the Ethics Standards for Neutral Arbitrators in Contractual Arbitration, Division VI of the Appendix to the California Rules of Court ("Ethics Standards.") All other party arbitrators shall comply with the AAA Code of Ethics for Arbitrators in Commercial Disputes.

5. Meaning of Arbitrator

The term "Arbitrator" in these Rules refers to the arbitration panel, whether composed of one or more Arbitrators or whether the Arbitrators are Neutral or Party. The term "Party Arbitrator" means an Arbitrator selected by one of the sides to the arbitration. The term "Neutral Arbitrator" means any Arbitrator other than a "Party Arbitrator."

6. Authority of Arbitrators

Once appointed, the Neutral Arbitrator will resolve disputes about the interpretation and applicability of these Rules, including disputes relating to the duties of the Arbitrator and the conduct of the Arbitration Hearing. In cases involving more than one Arbitrator, however, issues that are dispositive with respect to a claim, including summary judgment motions, will be ruled on by all three Arbitrators and decided by a majority of them. Upon commencement of the Arbitration Hearing and thereafter, all substantive decisions shall be made by a majority of the full panel or as otherwise agreed by them.

7. Contents of the Demand for Arbitration

The Demand for Arbitration shall include the basis of the claim against the Respondent(s); the amount of damages the Claimant(s) seeks in the Arbitration; the name, address and telephone number of the Claimant(s)

and their attorney, if any; and the name of all Respondent(s). Claimant(s) shall include all claims against Respondent(s) that are based on the same incident, transaction, or related circumstances in the Demand for Arbitration.

8. Serving Demand for Arbitration

- a. In Northern California, Kaiser Foundation Health Plan, Inc. (“Health Plan”), Kaiser Permanente Insurance Corporation (“KPIC”), Kaiser Foundation Hospitals, and/or The Permanente Medical Group, Inc. shall be served with a Demand for Arbitration by mailing the Demand for Arbitration addressed to that Respondent(s) in care of:

Kaiser Foundation Health Plan, Inc. or
Legal Department
P.O. Box 12916
Oakland, CA 94604

Kaiser Foundation Health Plan, Inc.
Legal Department
1950 Franklin Street, 17th Floor
Oakland, CA 94612

Service on that Respondent shall be deemed completed when received.

- b. In Southern California, Health Plan, Kaiser Foundation Hospitals, and/or Southern California Permanente Medical Group, shall be served with a Demand for Arbitration by mailing the Demand for Arbitration to that Respondent(s) in care of:

Kaiser Foundation Health Plan, Inc.
Legal Department
393 East Walnut Street
Pasadena, CA 91188

Service on that Respondent shall be deemed completed when received.

- c. All other Respondent(s), including individuals, must be served as required by the California Code of Civil Procedure for a civil action.
- d. All Respondent(s) served with a Demand for Arbitration in the manner described above shall be Parties to the Arbitration. The Arbitrator shall have jurisdiction only over Respondent(s) actually served. If Claimant(s) serves any Respondent(s) other than an organization affiliated with Kaiser Permanente, the Claimant(s) shall serve a proof of service of that Respondent(s) on the Independent Administrator.
- e. Where an order to arbitrate has been entered, the underlying court complaint constitutes the Demand for Arbitration and the entry of the order constitutes its service.

9. Serving Other Documents

- a. Service of other documents required by these Rules will be made on the Parties or Arbitrator at their last known address. If the Party is represented in this arbitration, that counsel shall be served instead of the Party. Service may be made by personal service, Federal Express or other similar services, facsimile transmission, or by U.S. mail.
- b. Parties should only serve the Independent Administrator with those documents specified in these Rules. Unless otherwise directed by the Neutral Arbitrator, the parties should not serve the Independent

Administrator with copies of motions or briefs. Service for the Independent Administrator shall be directed to:

Office of the Independent Administrator for the
Kaiser Foundation Health Plan, Inc.
P.O. Box 76587

Los Angeles, California 90076-0587

or

Fax: 213-637-8658

or

Email: oia@oia-kaiserarb.com.

- c. If a Party or Arbitrator serves the Independent Administrator by fax or email, the Party or Arbitrator shall call the Independent Administrator's office at 213-637-9847 to confirm receipt or shall retain confirmation of receipt of the faxed or emailed document.
- d. Service on the Independent Administrator is effective on the date the Independent Administrator receives the document.

10. Representation

Parties represented by counsel shall not contact the Independent Administrator except through counsel.

B. RULES ON COMMENCEMENT OF ARBITRATION AND SELECTION OF ARBITRATORS

11. Initiation of Arbitration

Demands for Arbitration shall be served in accordance with Rule 8. Whether or not the Claimant(s) has enclosed a filing fee, within ten (10) days of such service upon the Health Plan at the address set forth in Rule 8, Health Plan shall transmit the Demand for Arbitration and the envelope it came in to the Independent Administrator using the Transmission Form. If the Claimant(s) submitted a filing fee with the Demand, the Health Plan shall transmit the filing fee as well. Health Plan shall also serve a copy of the Transmission Form on the Claimant(s).

12. Filing Fee

- a. Claimant(s) seeking arbitration shall pay a single, non-refundable, filing fee of \$150 per arbitration payable to "Arbitration Account" regardless of the number of claims asserted in the Demand for Arbitration or the number of Claimants or Respondents named in the Demand for Arbitration.
- b. **The Independent Administrator will waive the filing fee for Claimant(s) who submit forms that show that the Claimants' gross monthly income is less than 300 percent of the federal poverty guidelines. A copy of this form may be obtained from the Independent Administrator. Claimants should not serve a copy of this form on Respondent(s).**

- c. If Claimant(s) wishes to have both the filing fee and the Neutral Arbitrators' fees waived, the Claimant(s) should follow the procedure set out in Rule 13. If Claimant(s) wishes only to avoid paying the fees for the Neutral Arbitrator, but can afford the filing fee or has received a waiver under 12.b, the Claimant(s) should follow the procedure set out in Rule 15.
- d. If a Claimant(s) fails to pay the filing fee or obtain a waiver of that fee within seventy-five (75) days of the date of the Transmission Form, the Independent Administrator will not process the Demand and it shall be deemed abandoned.
- e. While the filing fee is normally non-refundable, if Claimant(s) has paid the filing fee with the Demand for Arbitration before receiving notice of the opportunity to have it waived, the Independent Administrator will refund the fee if it receives a completed waiver form within seventy-five (75) days of the date of the Transmission Form and grants the waiver.

13. Waiver of Filing and Neutral Arbitrator Fees

Any Claimant(s) who claims extreme hardship may request that the Independent Administrator waive the filing fee and Neutral Arbitrator's fees and expenses. A Claimant(s) who seeks such a waiver shall complete the Fee Waiver Form and submit it to the Independent Administrator and simultaneously serve it upon Respondent(s). The Fee Waiver Form sets out the criteria for waiving fees and is available from the Independent Administrator or by calling the Kaiser Permanente Member Service Customer Center at 1-800-464-4000. Respondent(s) may submit any response to the Independent Administrator within ten (10) days of the date of Claimant's Fee Waiver Form, and shall simultaneously serve any submission upon Claimant(s). Within fifteen (15) days of receipt of a Fee Waiver Form, the Independent Administrator shall determine whether the fees should be waived and notify the Parties in writing of the decision. In those cases where the Independent Administrator grants the waiver of fees, the Independent Administrator shall waive the filing fee and Health Plan shall pay the Neutral Arbitrator's fees and expenses.

14. Number of Arbitrators

- a. If the Demand for Arbitration seeks total damages of \$200,000 or less, the dispute shall be heard and determined by one Neutral Arbitrator, unless the Parties otherwise agree in writing that the arbitration shall be heard by two Party Arbitrators and a Neutral Arbitrator. The Arbitrators shall not have authority to award monetary damages that are greater than \$200,000.
- b. If the Demand for Arbitration seeks total damages of more than \$200,000, the dispute may be heard and determined by one Neutral Arbitrator and two Party Arbitrators, one appointed by the Claimant(s) and one appointed by the Respondent(s). Parties who are entitled to select a Party Arbitrator under these Rules may agree to waive this right. If both Parties agree, these arbitrations will be heard by a single Neutral Arbitrator.
- c. A Party who is entitled to a Party Arbitrator and decides to waive this right shall sign a Waiver of Party Arbitrator Form and serve a copy of it upon the Independent Administrator, Neutral Arbitrator, and other Party. The Claimant(s) shall serve this form on the Neutral Arbitrator and Respondent(s) no later than the date of the Arbitration Management Conference set out in Rule 25 and shall serve the Independent

Administrator no later than five (5) days after serving the other Parties. If a Claimant(s) serves Respondent(s) with a signed Waiver of Party Arbitrator Form, Respondent(s) shall inform Claimant(s) within five (5) days of the date of that Form if Respondent(s) will also waive the Party Arbitrator.

- d. The Blue Ribbon Advisory Panel on Kaiser Permanente Arbitration concluded that Party Arbitrators increase the cost and cause more delay than would occur with a single Neutral Arbitrator. The Independent Administrator therefore encourages Parties to use a single Neutral Arbitrator to decide cases.
- e. The number of Arbitrators may affect the Claimant(s)' responsibility for paying the Neutral Arbitrator's fees and expenses, as set out in Rule 15.

15. Payment of Neutral Arbitrator Fees and Expenses

- a. Respondent shall pay for the fees and expenses incurred by the Neutral Arbitrator if
 - i. Claimant(s) agrees to waive any potential objection arising out of such payment, signs the Waiver of Objection Form, and serves a copy of it on the Independent Administrator and Respondent(s); and
 - ii. either the arbitration has only a single Neutral Arbitrator or the Claimant(s) has served a Waiver of Party Arbitrator Form as set out in Rule 14.c.
- b. In arbitrations where the Independent Administrator has granted Claimant's Fee Waiver request, Respondent shall pay the fees and expenses incurred by the Neutral Arbitrator.
- c. In all other arbitrations, the fees and expenses of the Neutral Arbitrator shall be paid one-half by the Claimant(s) and one-half by the Respondent(s).
- d. Nothing in this Rule shall prohibit an order requiring the payment of the Neutral Arbitrator's fees and expenses which were incurred as a result of conduct which causes the Neutral Arbitrator to incur needless fees and expenses. Such conduct includes, but is not limited to, failure to respond to discovery requests, abusive discovery practices, the filing of frivolous motions of all sorts, and untimely requests for continuances. In the event that such a finding is made by the Neutral Arbitrator, those fees and expenses shall be paid by the responsible Party or counsel. The Neutral Arbitrator shall make such a finding in writing, shall specify what fees and expenses are covered by the order, and shall serve a copy of the finding on the Independent Administrator with the Parties' names redacted.
- e. In arbitrations brought by Health Plan or KPIC:
 - i. "Claimant(s)" means KPIC or Health Plan. "Respondent(s)" means the member or member's family or representative.

- ii. Claimant KPIC or Health Plan shall pay for fees and expenses incurred by the Neutral Arbitrator if:
 - (a) Respondent(s) agrees to waive any potential objection arising out of such payment, signs the Waiver of Objection Form, and serves a copy of it on the Independent Administrator and Claimant(s); and
 - (b) either the arbitration has only a single Neutral Arbitrator or the Respondent(s) has served a Waiver of Party Arbitrator Form as set forth in Rule 14c.
- iii. If the Respondent fails to appear in the arbitration, KPIC or Health Plan shall pay for the fees and expenses incurred by the Neutral Arbitrator.

16. List of Possible Arbitrators

- a. Within three (3) business days after the Independent Administrator has received both the Demand for Arbitration and the filing fee, or has granted a request for waiver of fees, it shall simultaneously send to each Party an identical List of Possible Arbitrators, along with the Application forms of and redacted Awards, if any, by each of the possible Neutral Arbitrators.
- b. The List of Possible Arbitrators shall contain the names of twelve (12) persons. The Independent Administrator will choose the twelve (12) names at random from the Independent Administrator's arbitration panel for San Diego, Southern or Northern California, based on the location where the cause of action arose.
- c. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the Parties' responses to the List of Possible Arbitrators on or before the deadline date appearing on the List of Possible Arbitrators. This deadline will be twenty (20) days from the day the Independent Administrator sent the List of Possible Arbitrators. Rules 17 and 18 specify how the Parties may respond.

17. Joint Selection of the Neutral Arbitrator

- a. The Parties may all agree upon a person listed on the List of Possible Arbitrators. If they do, the Parties and counsel shall sign the Joint Selection of Neutral Arbitrator Form. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the form by the deadline set out in Rule 16.c.
- b. Rather than selecting a Neutral Arbitrator from the List of Possible Arbitrators, the Parties may agree to select another person to serve as Neutral Arbitrator, provided that the person agrees in writing to comply with these Rules. If the Parties collectively select a person not on the List of Possible Arbitrators, all the Parties and counsel shall complete and sign the Joint Selection of Neutral Arbitrator Form. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the form by the deadline set out in Rule 16.c.
- c. The Independent Administrator encourages Parties, if possible, to make more than one joint selection and requires the Claimant and Respondent to individually submit the List of Possible Arbitrators under Rule 18. If the person the Parties have jointly selected is unable to serve, the

Independent Administrator will then first use other joint selection(s). If only one joint Selection was submitted, the Independent Administrator will then use the strike and ranked List(s) of Possible Arbitrators. If no such List was submitted, Rule 18.c shall apply, and the Independent Administrator will randomly select a possible Neutral Arbitrator from the List of Possible Arbitrators.

- d. After the Independent Administrator has received these forms, it will send a Letter Confirming Service to the person who has agreed to act as Neutral Arbitrator, with a copy to the Parties.

18. Selection of the Neutral Arbitrator When the Parties Do Not Agree

- a. If the Parties do not collectively agree upon a Neutral Arbitrator, the Neutral Arbitrator shall be selected from the List of Possible Arbitrators in the following manner. Claimant(s) and Respondent(s) may each strike up to four (4) names to which the Party objects and shall rank the remaining names in order of preference with "1" being the strongest preference. No name should be left blank. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the forms by the deadline set out in Rule 16.c.
- b. Regardless of the number of Claimants or Respondents, the Claimant(s) shall return only one list of preferences and the Respondent(s) shall return only one list of preferences. If they do not, Rule 18.c will apply.
- c. Unless there is a ninety (90) day continuance pursuant to Rule 21, if the Independent Administrator does not receive a response from a Party by the deadline set out in Rule 16.c, all persons named on the List of Possible Arbitrators shall be deemed equally acceptable Neutral Arbitrators to that Party.
- d. At any time before the Party's response is due, a Party or representative may request to review further information, if any, which the Independent Administrator has in its files about the persons named on the List of Possible Arbitrators. Parties and their representatives may call the Independent Administrator at 213-637-9847 to request such information. The Parties and their representatives may review the information by going to the Independent Administrator's office. If requested, the Independent Administrator will also send the information to the Party or attorney by mail or fax. Parties who request that further information be sent to them shall be responsible for the Independent Administrator's cost of providing it, with no charge made for duplication of the first twenty-five (25) pages. Time spent requesting or waiting for the additional information shall not extend the time to respond to the List of Possible Arbitrators.
- e. Working from the returned Lists of Possible Arbitrators it has timely received, the Independent Administrator shall invite a person to serve as the Neutral Arbitrator, asking first the person with the lowest combined rank whose name has not been stricken by either Party. If the person with the lowest combined rank is not available, the Independent Administrator will ask the second lowest ranked person who was not stricken by either party, and will continue until a person whose name was not stricken agrees to serve. When the Independent Administrator contacts the persons, it shall inform them of the names of the Parties and their counsel and ask them not to accept if they know of any conflict of interest. If there is a tie in ranking, the Independent Administrator shall choose at random a person from the list of those who are tied.

- f. If a Party disqualifies a Neutral Arbitrator, the Independent Administrator shall send another List of Possible Arbitrators to the Parties. The procedure and timing in that case shall be the same as that for the first List of Possible Arbitrators. After two Neutral Arbitrators have been disqualified, the Independent Administrator shall randomly select a Neutral Arbitrator from the other members on the panel who have not been named on prior Lists of Possible Arbitrators.
- g. If a Neutral Arbitrator should die, become incapacitated, or otherwise become unable or unwilling to proceed with the arbitration after appointment, the Independent Administrator shall serve the Parties with a new List of Possible Arbitrators and the selection process as set out in Rules 16 through 18 shall begin again.

19. Acceptance by the Neutral Arbitrator

- a. If a person in the Independent Administrator's pool is appointed as the Neutral Arbitrator in a case and either served a notice saying no further work by the Parties or the attorneys would be accepted during the pendency of the case, or failed to serve any Standard 12(b) disclosure, the person shall be removed from the pool until the case is closed.
- b. When a person agrees to act as a Neutral Arbitrator under Rule 18, the Independent Administrator shall send the person a copy of these Rules and a Letter Confirming Service. The Independent Administrator shall also serve the Parties with a copy of the Letter Confirming Service.

20. Disclosure and Challenge

- a. The person who has agreed to serve as Neutral Arbitrator shall make disclosures as required by law, including California Code of Civil Procedure Section 1281.9 or its successor statute and the Ethics Standards simultaneously upon the Parties and the Independent Administrator. Party responses, if any, shall be in accordance with the Code, with a copy served to the Independent Administrator. After the time for any response has passed, the Independent Administrator will deem that the Neutral Arbitrator has been appointed if no timely objection is received.
- b. The Neutral Arbitrator shall make all further disclosures as required by law, including California Code of Civil Procedure Section 1281.9 or its successor statute and the Ethics Standards simultaneously upon the Parties and the Independent Administrator. Party responses, if any, shall be in accordance with the code, with a copy served to the Independent Administrator.

21. Postponement of Selection of Neutral Arbitrator

- a. The Claimant(s) may obtain a single postponement of up to ninety (90) days for the appointment of the Neutral Arbitrator if the Independent Administrator receives a written request for postponement on or before the date that the response to the List of the Possible Arbitrators is due under Rule 16. Claimant(s) shall serve a copy of this request for postponement on the Respondent(s). Regardless of the number of Claimants, Claimant(s) is entitled to only a single ninety (90) day postponement of the appointment of the Neutral Arbitrator.

- b. If the Claimant(s) agrees in writing, Respondent(s) may obtain a single ninety (90) day postponement for the appointment of the Neutral Arbitrator. The Independent Administrator must receive this written request for postponement before the date that the response to the List of the Possible Arbitrators is due under Rule 16.c.
- c. There shall be only one postponement whether made by either Claimant(s) or Respondent(s) pursuant to this Rule in any arbitration.
- d. In arbitrations brought by Health Plan or KPIC, in 21.a and 21.b, "Respondent(s)" means the member or member's family or representative and "Claimant(s)" means KPIC or Health Plan.

22. Selection of the Party Arbitrator

- a. If the Parties are entitled to a Party Arbitrator and have not waived that right, the Claimant(s) and the Respondent(s) shall each select a Party Arbitrator and notify the Independent Administrator and the Neutral Arbitrator of the Party Arbitrator's name, address, and telephone and fax numbers. Each Party Arbitrator shall sign the Agreement to Serve, and submit it to the Independent Administrator before serving in the arbitration.
- b. If possible, the Parties should select the Party Arbitrators before the Arbitration Management Conference that is set forth in Rule 25. Any Party Arbitrator who is selected after the Arbitration Management Conference shall conform to any arbitration schedule established prior to his or her selection. Notwithstanding any other Rule, if a Party Arbitrator has not been selected, or has not signed the Agreement to serve, or does not attend a hearing, conference or meeting set by the Neutral Arbitrator of which the Party Arbitrator or Party had notice, the remaining Arbitrators may act in the absence of such Party Arbitrator.
- c. Regardless of the number of Claimants or Respondents, all of the Claimant(s) are entitled to only one Party Arbitrator and all of the Respondent(s) are entitled to only one Party Arbitrator.
- d. No Claimant, Respondent, or attorney may act as Party Arbitrator in an arbitration in which he or she is participating in any other manner.

23. Appointment of Chairperson

In cases involving more than one Arbitrator, the Neutral Arbitrator will chair the arbitration panel. Absent objection by any Party, the Neutral Arbitrator shall have the authority to decide all discovery and procedural matters, but may not decide dispositive issues without the Party Arbitrators. Dispositive issues shall be decided by a majority of the Arbitrators. The Neutral Arbitrator will also set the time and location of hearings and be responsible for submitting all necessary forms to the Independent Administrator. Upon commencement of the Arbitration Hearing and thereafter, all substantive decisions shall be made by a majority of the Arbitrators or as otherwise agreed by them.

C. RULES FOR REGULAR PROCEDURES

24. Deadline for Disposing of Arbitrations

- a. Unless Rule 24.b, 24.c, or 33 applies, the Neutral Arbitrator shall serve an Award on the Parties and the Independent Administrator, or the arbitration shall be otherwise concluded, within eighteen (18) months of the Independent Administrator receiving the Demand for Arbitration and filing fee or granting the fee waiver. The Parties and Arbitrator are encouraged to complete the arbitration in less time than the maximums set forth in the Rules, if that is consistent with a just and fair result.
- b. If all Parties agree that the claim is a complex case and the Neutral Arbitrator agrees, the Neutral Arbitrator shall serve an Award on the Parties and the Independent Administrator, or the arbitration shall be otherwise concluded, within twenty-four (24) to thirty (30) months of the Independent Administrator receiving the Demand for Arbitration and filing fee or granting the fee waiver. Unrepresented Parties, counsel, and the Neutral Arbitrator shall sign and serve the Designation of Complex Arbitration Form upon the Independent Administrator.
- c. There may be some small number of extraordinary cases which cannot be disposed of within thirty (30) months, such as those where the damages or injuries cannot be ascertained within that time. If all the unrepresented Parties, counsel, and Neutral Arbitrator agree, the Neutral Arbitrator may select a later date for disposition of the case. Unrepresented Parties, counsel, and the Neutral Arbitrator shall sign and serve the Designation of Extraordinary Arbitration Form upon the Independent Administrator. This form will set forth the reason for this designation and the target disposition date.
- d. It is the Neutral Arbitrator's responsibility to set a hearing date and to ensure that the arbitration proceeds within the time limits set out in these Rules. Failure by the Parties or counsel to comply with this Rule may subject them to sanction. Failure by the Neutral Arbitrators to comply with this Rule may subject them to suspension or removal from the pool of Neutral Arbitrators. However, this Rule is not a basis to dismiss an arbitration or a claim. Nothing in this paragraph affects the remedies otherwise available under law for violation of any other Rule.

25. Arbitration Management Conference

- a. The Neutral Arbitrator shall hold an Arbitration Management Conference with the attorneys representing the Parties, or the Claimant in pro per and the attorney(s) representing Respondent(s) within sixty (60) days of the date of the Letter Confirming Service of the Neutral Arbitrator. The Neutral Arbitrator shall give notice to the Parties of the time and location at least ten (10) days in advance. The Arbitration Management Conference may be conducted by telephone or by video conference if such facilities are available.
- b. The Neutral Arbitrator shall discuss, but is not limited to, the following topics:
 - i. the status of the Parties, claims, and defenses;
 - ii. a realistic assessment of the case;

- iii. any pending or intended motions;
 - iv. completed and intended discovery;
 - v. the procedures to be followed, including any written submissions the Neutral Arbitrator requires or permits; and
 - vi. if appropriate, whether the Parties have or will waive any Party Arbitrator.
- c. At the Arbitration Management Conference, the Arbitrator shall establish:
- i. the schedule for motions and the mandatory settlement meeting and
 - ii. the dates of the Arbitration Hearing. The Arbitrator and the Parties shall schedule the Arbitration Hearing for consecutive days if more than one day is necessary. If the Arbitrator permits post-Arbitration briefs, the dates for the Arbitration Hearing must be set early enough to ensure that it will be closed within the deadlines established in Rule 24.
- d. If any of the Parties is not represented by counsel, the Neutral Arbitrator should refer the Parties to Rule 54 and offer to explain the process to be followed. Parties who have questions about the Arbitration Hearing, use of motions, waivers, and costs should raise them at the Arbitration Management Conference.
- e. The Neutral Arbitrator shall record all deadlines established by the Neutral Arbitrator during the Arbitration Management Conference on the Arbitration Management Conference Form. The Neutral Arbitrator shall serve the Arbitration Management Conference Form on the Parties and the Independent Administrator within five (5) days of the Arbitration Management Conference. The Neutral Arbitrator shall also serve a copy of the Arbitration Management Conference Form on the Party Arbitrators if and when they are named.
- f. At any time after the Arbitration Management Conference, the Neutral Arbitrator may require, or the Parties may request, additional conferences to discuss administrative, procedural, or substantive matters and to assure that the case continues to move expeditiously. Neutral Arbitrators are encouraged to conduct such conferences by telephone or video conference if facilities are available.

26. Mandatory Settlement Meeting

- a. No later than six (6) months after the Arbitration Management Conference, attorneys representing the parties, or the claimant in pro per and the attorneys representing the respondents shall conduct a mandatory settlement meeting. Represented parties are not required to attend, but if they choose not to do so, either their attorneys must be fully authorized to settle the matter, or the parties not present must be immediately available by phone for consultation with their attorneys while the meeting is in progress. The Parties shall jointly agree on the form these settlement discussions shall take, which may include a conference by telephone, a video-conference, an in-person meeting or any other format they shall agree upon. This Rule does not require that a neutral third party oversee the mandatory settlement meeting; nor does it preclude the presence of

such a person. The Neutral Arbitrator shall not take part in the mandatory settlement meeting. Within five (5) days after the mandatory settlement meeting, the Parties and their counsel shall sign the Mandatory Settlement Meeting Form and serve a copy on the Independent Administrator to confirm that the meeting occurred. If the Parties have settled the claim, they shall give notice as required in Rule 40.

- b. This Rule sets a deadline for the Parties to conduct a mandatory settlement meeting. The Parties are encouraged to engage in settlement discussions at an earlier date.
- c. Section 998 of the California Code of Civil Procedure (Offers by a Party to Compromise) applies to arbitrations conducted under these Rules.

27. Discovery

- a. Discovery may commence as soon as the Health Plan serves Claimant(s) with a copy of the Transmission Form, unless some Party objects in writing. If a Party objects, discovery may commence as soon as the Neutral Arbitrator is appointed. Discovery shall be conducted as if the matter were in California state court. Any extension of time for completion of discovery shall not affect the date of the Arbitration Hearing.
- b. The Parties should address problems stemming from the discovery process to the Neutral Arbitrator for rulings. The time for serving any discovery motions shall commence as required by the California Code of Civil Procedure or upon the appointment of the Neutral Arbitrator, whichever is later.
- c. If the Claimant(s) requests and at the Claimant's expense, Health Plan or the affiliated entities that are named as Respondent(s) shall serve a copy of that portion of Claimant's medical records requested on the Claimant(s) within thirty (30) days of Claimant's request.
- d. At the request of the Parties and as would be permitted in state court, the Neutral Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive or private information.

28. Postponements

- a. Any postponement of dates other than that set out in Rule 21 shall be requested in writing from the Neutral Arbitrator if one has been appointed or from the Independent Administrator if the Neutral Arbitrator has not been appointed or has become incapacitated. The request shall set out good cause for the postponement and whether the other Party agrees. Postponements, absent extraordinary circumstances, shall not prevent the Arbitration Award from being served within the time periods specified in Rule 24. Failure of the parties to prepare for a scheduled hearing or to keep the hearing dates free from other commitments does not constitute extraordinary circumstances.
- b. Whenever a Party requests a postponement of an Arbitration Hearing, the request must be in the form of a written motion to the Neutral Arbitrator, with a copy served on the Parties. In addition,
 - i. The motion must state the reasons for the request.

- ii. The Neutral Arbitrator must issue a written order that either denies or grants the motion for postponement, states who made the motion, and gives the reason for the decision. The order must be served on the parties and the Independent Administrator. If the Neutral Arbitrator grants the motion, the order must state the date to which the hearing has been postponed.
- iii. If the motion for a postponement is granted, the Neutral Arbitrator has the discretion to enter an order requiring that the Neutral Arbitrator's costs and fees associated with the postponement of an Arbitration Hearing be paid by the party requesting the postponement.

29. Failure to Appear

- a. The arbitration may proceed in the absence of a Party, a Party's attorney, or a Party Arbitrator who, after due notice of the date, time, and location of the Arbitration Hearing, or any other conference or hearing, fails to be present and failed to obtain a postponement. If the date of the Arbitration Hearing has not been changed, service of the Arbitration Management Conference Form on a Party shall constitute due notice.
- b. An Award shall not be made solely on the default of a Party. The Arbitrator may require each Party who attends to submit such evidence as the Arbitrator requires for the making of an Award.

30. Securing Witnesses for the Arbitration Hearing

The Party's attorney, the Neutral Arbitrator, or other entity authorized by law may issue subpoenas for the attendance of witnesses or the production of documents. The Independent Administrator shall not.

31. Close of Hearing or Proceeding

- a. When the Parties have rested, the Neutral Arbitrator shall declare the Arbitration Hearing closed.
- b. The Neutral Arbitrator may defer the closing of the Arbitration Hearing until a date agreed upon by the Neutral Arbitrator and the Parties, to permit the Parties to submit post-Hearing papers. The date for the post-Hearing submissions shall not be more than fifteen (15) days after the Parties have rested. If post-Hearing papers are to be submitted, the Arbitration Hearing will be deemed closed on the date set for the submission. If a Party fails to submit the papers by the closing date, the Neutral Arbitrator need not accept or consider them.
- c. The time limit under Rule 37 for the Neutral Arbitrator to make the Award shall begin to run upon the closing of the Arbitration Hearing or proceeding. The late filing of a post-hearing paper shall not affect the deadline for making the Award.

32. Documents

After making the Award, the Neutral Arbitrator has no obligation to preserve copies of the exhibits or documents the Neutral Arbitrator has previously received.

D. RULES FOR EXPEDITED PROCEDURES

33. Expedited Procedures

- a. Expedited Procedures are available in an arbitration where the Claimant(s) requires an Award in less time than that set out in Rule 24.a. The need for the Expedited Procedures shall be based upon any of the following:
 - i. a Claimant or member suffers from an illness or condition raising substantial medical doubt of survival until the time set for an Award according to Rule 24.a; or
 - ii. a Claimant or member seeks a determination that he or she is entitled to a drug or medical procedure that the Claimant or member has not yet received; or
 - iii. other good cause.
- b. The Claimant(s) and Respondent(s) may submit evidence, including declarations by physicians or others, to establish any of these criteria.
- c. If either the Independent Administrator or the Neutral Arbitrator decide that Expedited Procedures are required, the arbitration shall be disposed of within the time set out in that order. No extension of that time is allowed.
- d. Except when inconsistent with orders made by the Neutral Arbitrator to meet the deadline for the disposition of the case, the other Rules shall apply to cases with Expedited Procedures.

34. Seeking Expedited Procedures from the Independent Administrator

- a. If Claimant(s) believes that Expedited Procedures are required and a Neutral Arbitrator has not yet been appointed, the Claimant(s) may serve a written request, with a brief statement of the reason for request for Expedited Procedures and the length of time in which an Award is required, on the Independent Administrator, with a copy to Respondent(s). Respondent(s) shall provide written opposition to the request for Expedited Procedures, if any, within seven (7) days of the date of the request. The Independent Administrator shall decide the request and inform the Parties of the decision no later than five (5) days after any opposition by Respondent(s) is due.
- b. Should the Independent Administrator determine that Expedited Procedures are necessary, the selection procedures set out in Section B of these Rules shall be followed except that no ninety (90) day continuance shall be allowed and the Independent Administrator shall require that the Neutral Arbitrator agree to render an Award within the period required.
- c. After the Neutral Arbitrator is appointed, he or she shall promptly confer with the Parties to decide what schedule, actions, or modifications of these Rules will be needed to meet the deadline. The Neutral Arbitrator shall issue any additional orders that are necessary to assure compliance with that deadline and serve the Independent Administrator with a copy of such orders. The orders may require, by way of example and without limitation, shortening the length of time for discovery responses or motions.

35. Seeking Expedited Procedures from the Neutral Arbitrator

If a Neutral Arbitrator has been appointed, the Party seeking Expedited Procedures may, at any time, petition the Neutral Arbitrator to proceed on

an expedited basis. If the Neutral Arbitrator issues an order to proceed on an expedited basis, he or she shall issue any additional orders that are necessary to assure compliance with that decision. The orders may require, by way of example and without limitation, shortening the length of time for discovery responses or motions. The Neutral Arbitrator shall serve a copy of any such orders on the Independent Administrator, including the date by which such Award shall be served.

36. Telephonic Notice

When Expedited Procedures apply, the Parties shall accept all notices, process, and other communications (other than the List of Possible Arbitrators) from the Independent Administrator and Arbitrator by telephone. The Independent Administrator and the Arbitrator shall promptly confirm any such oral notices, process, and other communications, in writing to the Parties.

E. RULES ON AWARD AND ENFORCEMENT

37. Time of Award

The Neutral Arbitrator shall serve the Award on the Parties and the Independent Administrator promptly. Unless otherwise specified by law, the Neutral Arbitrator shall serve the Award in Extraordinary and Complex cases, no later than thirty (30) business days after the closing of the Arbitration hearing, and in all other cases, no later than fifteen (15) business days after the date of the closing of the Arbitration Hearing. If post arbitration briefs are submitted, the Arbitration Hearing is closed on the date the briefs are due.

38. Form of Award

- a. A majority of the Arbitrators shall sign the Award. The Award shall specify the prevailing Party, the amount and terms of the relief, if any, and the reasons for the decision. In setting forth the reasons, the Award, or any decision deciding an arbitration, shall provide findings of fact and conclusions of law, consistent with California Code of Civil Procedure Section 437c(g) or Section 632. The reasons for the decision will not become part of the Award nor be admissible in any judicial proceeding to enforce or vacate the Award. The Arbitrator may use the Arbitration Award Form. The Neutral Arbitrator shall be responsible for preparing the written Award.
- b. As required by California regulation, all written decisions, except for those involving KPIC products or self-funded products, must contain the following language in bold, twelve (12) point type,

"Nothing in this arbitration decision prohibits or restricts the enrollee from discussing or reporting the underlying facts, results, terms and conditions of this decision to the Department of Managed Health Care."

39. Delivery of the Award

- a. The Neutral Arbitrator shall serve a copy of the Award on the Parties and Independent Administrator by mail.

- b. Respondent(s) shall redact the Award by eliminating the names of the enrollees, the plan, witnesses, providers, health plan employees, and health facilities.
- c. Respondent(s) shall serve the redacted Award on the Independent Administrator and Claimant(s). The redacted version of the Award will become part of the Neutral Arbitrator's file.
- d. In arbitrations brought by Health Plan or KPIC, in 39.b and 39.c , "Respondent(s)" means the member or member's family or representative and "Claimant(s)" means KPIC or Health Plan.

40. Notice after Settlement or Withdrawal

- a. At any point in the proceedings, if the Parties reach a settlement, they shall promptly inform the Neutral Arbitrator and the Independent Administrator in writing. Upon receiving such notice, the Independent Administrator shall deem the arbitration terminated.
- b. If a Claimant decides to withdraw a demand, the Claimant or the Claimant's attorney shall serve a notice of withdrawal upon Respondent, the Neutral Arbitrator, and the Independent Administrator.
- c. Except in cases in which the Independent Administrator receives a decision from the Neutral Arbitrator, the Neutral Arbitrator's appointment is terminated on the date the Independent Administrator receives written notice under Rule 40.a or 40.b. No further Neutral Arbitrator will be appointed.

41. Sanctions

The Neutral Arbitrator may order appropriate sanctions for failure of any Party to comply with its obligations under any of these rules or applicable law. These sanctions may include any sanction available under applicable law, as well as payment of all or a portion of the other Party's expenses for its Party Arbitrator or the Neutral Arbitrator's fees and expenses.

42. Release of Documents for Judicial Proceedings

The Independent Administrator shall, upon the written request of and payment by a Party, furnish to the Party, at the Party's expense, copies of any papers, notices, process or other documents in the possession of the Independent Administrator that may be required in judicial proceedings relating to that Party's arbitration.

F. RULES OF ADMINISTRATION

43. Counting of Days

- a. Unless a Rule specifies otherwise, "days" mean calendar days. Thus, all days, including holidays, Saturdays and Sundays are to be counted when counting the number of days. In determining the date an action is required, the date of the event or document that triggers the action is not included, but the date by which the action must occur is included.
- b. If a Rule refers to "business days," federal holidays, Saturdays, and Sundays are excluded when counting the number of days.

- c. If the date on which some action is to be taken, or a notice, process, or other communication would otherwise be required to be sent or a period would otherwise expire, falls on a holiday, a Saturday, or a Sunday, the date is extended to the next succeeding business day.

44. No Limit on Immunity

Nothing in these Rules limits any statutory or common law immunity that the Independent Administrator or Neutral Arbitrator may otherwise possess.

45. Neutral Arbitrator Fees

- a. If the Neutral Arbitrator was selected from the List of Possible Arbitrators, the Neutral Arbitrator's compensation for an arbitration shall accord with the fees and terms sent out to the Parties by the Independent Administrator with the List of Possible Arbitrators.
- b. The Independent Administrator is not responsible for, or involved in the collection of, the Neutral Arbitrator's fees.

46. Expenses

The expenses of witnesses for any Party shall be paid by the Party producing them. The fees and expenses of the Party Arbitrator shall be paid by the Party who selected that Party Arbitrator.

47. Forms

The Parties and the Neutral Arbitrator may request blank copies of any forms mentioned in these Rules from the Independent Administrator.

48. Questionnaire

- a. At the conclusion of the arbitration, the Neutral Arbitrator shall complete and timely return the arbitration questionnaire supplied by the Independent Administrator. This information may be used by the Independent Administrator and the Arbitration Oversight Board ("AOB") in evaluating the arbitration system.
- b. If the Independent Administrator received the Demand for Arbitration on or after January 1, 2003, at the conclusion of the arbitration, the Neutral Arbitrator shall inform the Independent Administrator of the total fee and the percentage of fee allocated to each party. This information will be used by the Independent Administrator to comply with the disclosure requirements of California law.

49. Evaluation

At the conclusion of the arbitration, each Party shall complete and timely return the evaluation form supplied by the Independent Administrator.

50. Amendment of Rules

- a. The AOB may amend these Rules in consultation with the Independent Administrator and Health Plan. The Rules in effect on the date the Independent Administrator receives the Demand for Arbitration will apply to that arbitration throughout unless the Parties agree in writing that another version of the Rules applies. The Parties shall serve a copy of that agreement on the Independent Administrator.
- b. If the relevant law changes or an event occurs which is not contemplated by these Rules, the Arbitration Oversight Board may adopt a new Rule(s) to deal adequately with that event. New Rule(s) shall apply to all pending arbitrations if the AOB deems such a change necessary notwithstanding Rule 50.a. Any such new Rule(s) shall be created in consultation with the Independent Administrator and Health Plan and shall not be inconsistent with existing Rules unless the Independent Administrator agrees to the change. The Independent Administrator shall serve all Parties and Arbitrators in pending arbitrations with a copy of any such new Rule(s) and it shall be binding upon the Parties and Arbitrators.
- c. In the event of an urgent condition that in the judgment of the Independent Administrator threatens the orderly administration of the arbitration system, with the concurrence of the Chair or Vice-Chair of the AOB, the Independent Administrator shall adopt such temporary rules as it deems necessary to preserve the orderly administration of the arbitration system.

51. Conflict with Law

If any of these Rules, or a modification of these Rules agreed on by the Parties, is discovered to be in conflict with a mandatory provision of applicable law, the provision of law will govern, and no other Rule will be affected.

52. Acknowledgment of No Warranty

The Independent Administrator makes no representation about, or warranty with respect to, the accuracy, or completeness of any information furnished or required to be furnished in any Application Form or with respect to the competence or training of any Neutral Arbitrator. Information is supplied to allow Parties to conduct their own inquiries.

53. Public Reporting

Annually, the Independent Administrator will report in a collective fashion the lengths of times it took to complete various tasks in the process of adjudicating the claims, how the arbitrations were disposed of, and the choices made by the Parties and Arbitrators. This report may be available to the public. The Independent Administrator will also post on its website disclosures required by statute or the Ethics Standards.

54. Legal Advice

While the Independent Administrator will try to answer questions about these Rules, it cannot give legal advice to Parties or their counsel or provide them with referrals. The following “Information for Claimants Who Do Not Have Attorneys” may answer some of the most commonly asked questions.

If You Do Not Have An Attorney

What are my responsibilities when proceeding without a lawyer?

This handout is for people who represent themselves in arbitration without help from a lawyer. Lawyers say that a person who represents him or herself is acting *in propria persona* or “in pro per”. The following information provides some facts and answers some questions most commonly asked by such persons. This handout does not replace the *Rules for Kaiser Member Arbitrations Administered by the Office of the Independent Administrator (Rules)*. Everyone is responsible for following the *Rules*.

If you represent yourself you must do all of the tasks that a lawyer would do, including:

- Understand and comply with the *Rules* governing Kaiser member arbitrations administered by the Office of the Independent Administrator (OIA),
- Learn the California law that applies in your case,
- Find and subpoena witnesses you need,
- Find, hire, and pay expert witnesses you need, and
- Write and deliver all documents that the *Rules*, California law, or the Neutral Arbitrator directs you to prepare.

Some of these tasks take time, are difficult, and have deadlines. We encourage people to get a lawyer to represent them.

What is the Office of the Independent Administrator?

The OIA administers the arbitration process used by Kaiser and its members. The OIA is neutral. It is not a part of Kaiser Permanente. The *Rules* and California law control the arbitrations. If you represent yourself, the OIA will tell you what the *Rules* mean. However, the OIA cannot advise you on how the *Rules* might affect your specific case. Neither the OIA nor the neutral arbitrator can give you legal advice or help you find an expert witness. If you have questions about the *Rules*, call the OIA at (213) 637-9847 or visit the website at www.oia-kaiserarb.com.

What is arbitration?

Arbitration is a legal proceeding. It is similar to a case filed in court. At the arbitration hearing, you and the other side present witnesses, including medical experts, and other evidence. Unlike most trials in court, there is no jury. Arbitrators hear the evidence and act as the judges. Arbitrators decide cases based on the evidence presented by both sides and the law. The Arbitrator’s decision is final, binding, and can be enforced in court. Only rarely can a court overturn the arbitrator’s decision.

Are arbitration and mediation different?

Yes. Arbitration is a proceeding where evidence is presented similar to a case in court. In mediation, parties solve their dispute with the help of a neutral person called the “mediator”, who tries to help the parties reach an agreement and end their dispute. Mediation is an attempt to settle the dispute voluntarily. A mediator cannot force the parties to accept a decision.

What is discovery?

Before the arbitration hearing, all parties have the right to conduct discovery. This means both sides can send written requests for information, usually in the form of Requests for Admissions, Interrogatories, and Requests for Production of Documents. Both sides can also issue subpoenas for records and set depositions. You will be responsible for following the procedures in the California Code of Civil Procedure or any discovery procedure that the arbitrator may set up.

Is a medical expert always necessary to prove a claim of medical malpractice?

Almost always. Under California law, a medical expert’s testimony is almost always needed to prove medical malpractice. This is true both in arbitration and in court. If you do not have a medical expert, you will probably lose the case. Neither the OIA nor the neutral arbitrator can help you find or hire a medical expert.

Are any other expert witnesses needed?

Sometimes. For example, if you are asking for lost wages or future damages, you may need an economist or other financial expert to testify. Other experts may be needed depending on the nature of your claims.

May I ask a friend or relative to assist me in the case?

You may only be represented by a lawyer. This is true in both arbitration and in court. However, an unpaid friend or family member may accompany you and assist you, if in the judgment of the neutral arbitrator your personal circumstances warrant such assistance.

What is a party arbitrator and when are party arbitrators used?

Party arbitrators are used when the claimant or Kaiser prefer to have three arbitrators decide the case rather than the neutral arbitrator alone. If you claim more than \$200,000 in damages, both sides have the right to select a party arbitrator. If you choose to have a party arbitrator, you will have to find and pay the party arbitrator. You must also pay one-half of the neutral arbitrator’s fees, unless you qualify for a fee waiver under Rule 13.

If both sides give up their right to a party arbitrator, a single neutral arbitrator will hear your case. The other side will pay all of the neutral arbitrator’s fees and expenses if you sign the Waiver of Objection to Payment of Fees and the Waiver of Party Arbitrator – Claimant Forms. For more information see Rules 13, 14, 15, and 22. Having your case heard by a single neutral arbitrator does not limit the amount of damages you can claim.

Most Kaiser arbitrations are decided by a single neutral arbitrator.

What is an *ex parte* communication ?

Ex parte communication occurs when one party communicates with the neutral arbitrator (in writing, by telephone, or in person) without giving the other side a chance to participate or respond. *Ex parte* communication is prohibited unless it is about the time or place of a hearing or conference. If you need to contact the neutral arbitrator for any other reason, write a letter to the neutral arbitrator and send a copy of the letter to the other side. You may also ask for a conference call with the neutral arbitrator and the other side.

What is summary judgment and why is it important to my claim?

Kaiser Permanente may make a motion for summary judgment. This means they argue that there is no dispute about the facts. They also argue they deserve to win under the law. If this happens, you must prepare your position in writing and send it to the neutral arbitrator and the other side before the deadline. If you fail to do this, the neutral arbitrator will probably grant the motion and your case will be over. If Kaiser Permanente has included an expert declaration, you probably need to do the same. You can also take part in the hearing on the motion in person or by phone. If the neutral arbitrator grants a motion for summary judgment, the case is over.

Are there other resources to help people who represent themselves?

There are books written for people who represent themselves in legal proceedings. Please check your local library or bookstore. If you need help finding a lawyer, call the State Bar and/or your County Bar Association.

If you have any questions, please call the OIA at (213) 637-9847. Copies of the *Rules* for Kaiser member arbitrations, forms, and other helpful items can also be found at the OIA website at www.oia-kaiserarb.com

EXHIBIT C

Donna L. Yee's Resume

DONNA L. YEE
346 River Isle Way,
Sacramento CA 95831

EDUCATION

- 1991 DOCTOR OF PHILOSOPHY, Florence Heller School for the Advancement of Social Welfare, Brandeis University, Waltham, Massachusetts. Full scholarship. Dissertation title: "Estimating Quality in Case Management."
- 1972 MASTER OF SOCIAL WORK, University of Washington, School of Social Work, Seattle, Washington. Full scholarship.
- 1970 BACHELOR OF ARTS in English Literature, San Francisco State University, San Francisco, California.

AWARDS/RECOGNITION

- 2010 Asian Community Center recognition of ten years of service as Chief Executive Officer included resolutions recognizing career and leadership accomplishments presented from the offices of Congresswoman Matsui, State Controller Chiang, Supervisor Yee, Mayor Johnson and City Council members and others.
- 2009 Capitol Lions Club China Night Dinner Honoree where resolutions recognizing career accomplishments and work at the Asian Community Center were presented from the offices of Congresswoman Matsui, Senator Feinstein, Senator Boxer, State Senator Jones, State Assembly members Yee and Steinberg, API Caucus of the Assembly, Controller, Board of Equalization member Yee, Sacramento County Supervisors, and the Mayor and Sacramento City Council.
- 2005 Global Directory of Who's Who
- 1999 American Society on Aging Leadership Award
- 1989 Recognition as Founding Board member and Past Board President on the occasion of the 20th Anniversary of Richmond Area Multi-Services in San Francisco
- 1987 Recognition of accomplishments at Laguna Honda Hospital from California State Senate, California State Assembly, San Francisco Board of Supervisors, and Mayor of San Francisco
- 1981 Gerontological Society of America, Fellow

PROFESSIONAL EXPERIENCE

- 2000 to present ASIAN COMMUNITY CENTER OF SACRAMENTO VALLEY, Sacramento, CA.
Chief Executive Officer. Provide administrative and strategic leadership for a community-based organization that owns and operates a 99-bed skilled nursing facility, a 166 apartment independent living complex, and community center offering social day respite, transportation assistance, and lifelong learning and wellness programs that serve over 3,000 older adults and their family caregivers a year. Lead responsibility for strategic growth and development of the organization. The budget grew 285% between 2000 and 2011 and liabilities and net assets grew 367%.
- 1997 to 2000 NATIONAL ASIAN PACIFIC CENTER ON AGING, Seattle, WA.
Director of Policy and Research. Developed and administered health and long term care policy projects at a nonprofit advocacy organization: principal on aging and health/long-term care projects supported by the Health Care Financing Administration, Administration on Aging, California Health Care Foundation, W. K. Kellogg Foundation, PRO West (HCFA), AARP, and others; supervised project and communications staff; and obtained funding for research and demonstration projects in collaboration with community based organizations serving Asian and Pacific Islander older persons. Primary work targeted the 10 largest Asian Pacific Islander elder communities on the US mainland.

1987 - 1997 INSTITUTE FOR HEALTH POLICY, Heller School at Brandeis University, Waltham, MA. Associate Research Professor (3 yrs), Assistant Research Professor (3 yrs), Research Assistant (4 yrs). Conducted policy and program evaluation studies using quantitative and qualitative research methods, including focused studies on quality of care, organization and provision of health and community long term care services and systems, case management, and multicultural service contexts in settings such as home care, adult day care, assisted living, and hospital programs for older adults. Principal Investigator for Consumer-Directed Assisted Living study (Commonwealth Fund); and Co-Principal Investigator for National Resource Center: Diversity and Long Term Care (Administration on Aging).

1982 -1987 LAGUNA HONDA HOSPITAL, San Francisco Department of Public Health, San Francisco, CA. Assistant Administrator, Division of Outpatient Services and Program Development at a County owned and operated 1100 bed acute, rehabilitation and skilled nursing facility. Established and managed outpatient programs targeting frail elders in the proximate neighborhood, including Adult Day Health Center (with a licensed capacity of 60 persons a day), congregate meal program, and a county-wide special diet home delivered meal program. Management responsibilities included supervision of five department directors (approximately 80 staff), administrator-in-charge when the administrator was absent, coordinator of hospital-wide staff development programs, public information officer for the Hospital, and Hospital liaison for planning, legislative, and policy issues within the Department of Public Health.

1977 -1982 ON LOK SENIOR HEALTH SERVICES, San Francisco, CA. Director of Training (one yr), and Deputy Director (4 yrs), responsible for the implementation and management of a comprehensive community based long-term care program of managed medical, health and social services (inpatient and outpatient) for frail elders living in the Chinatown-North Beach area of San Francisco, including direct supervision of thirteen department managers (approximately 175 staff), care management for 300 program participants, and compliance with state and federal licensing and certification requirements.

1974 -1977 SAN FRANCISCO HOME HEALTH SERVICES, San Francisco, CA. Social Worker, provided casework services as part of a nurse-social worker-home health aide team. Responsibilities included coordination of direct services in the home, development of third party and other payment for care, supervision of twenty homemakers and home health aides, and coordination/liason with neighborhood agencies and organizations. During this period, the agency held the contract to provide Title XX In-Home Support Services for the county.

1973 -1975 CHINESE NEWCOMERS SERVICE CENTER, San Francisco, CA. Assistant Director, responsible for liaison with community organizations; developed proposals; testified on immigration issues; developed an internal evaluation protocol; was English language public information officer.

1972 -1973 DEMONSTRATION PROJECT FOR ASIAN AMERICANS, Seattle, WA. Co-Director/Technical Planner, responsible for planning and technical assistance to Asian American community groups to expand health, social services, education, employment training, and elder services; interpretation of legislative, and public program information to Asian American community groups; and supervised staff, volunteers and students. Reported to the Board of Directors.

PUBLICATIONS (selected)

- 2009 "Professional Insight 2.1: Agency Administrator to Get Support for Service Projects" in Yuen, F.K.O., Terao, K.L., & Schmidt, A.M. Effective Grant Writing and Program Evaluation for Human Service Professionals, John Wiley & Sons, Inc., Hoboken NJ
- 2009 "Quality of Life for Communities of Color" with E P Stanford, E Rivas, in Estes, C, et al (Eds.), Social Insurance, Social Justice, and Social Change New York Springer Publishing

- 2009 "Community-based Services for Older Ethnic Populations in the 21st Century" in Diversity & Aging, AARP, Washington DC
- 2008 "Multiple services can cut health disparities," Aging Today 29(6):11
- 2006 "Asian and Pacific Islander Elders" in Capezuti, E., Siegler, G., & Mezey, M.D. (Eds.). The Encyclopedia of Elder Care (2nd ed.). New York: Springer Publishing Company
- 2005 "Insuring Health & Income Needs of Future Generations". Generations. 29(1):Spring
- 2002 Guest Editor, Recognizing Diversity in Aging – Moving toward Cultural Competence. Generations. 26(3):Fall
- 2001 "Long-term Care Policy & Financing: Meeting chronic care needs in the U.S." in I. Chi, K.K. Mehta & AL. Howe eds., Long-term care in the 21st Century: Perspectives from around the Asia-Pacific Rim, New York, Haworth Press:35-52
- 2001 "Asian and Pacific Islander Elders" in Mezey, M. ed., The Encyclopedia of Elder Care, New York, Springer Publishing: 67-70.
- 1999 "Resident centered care in assisted living programs" with J.A. Capitman, W.N. Leutz, M. Sciegaj. Journal on Aging and Social Policy 10(3):7-26.
- 1999 "Preventing chronic illness & disability: Asian Americans" in Wykle, M.L. & Ford, A.B., eds., Serving Minority Elders in the 21st Century, New York, Springer Publishing
- 1998 "Community perceptions of public and private responsibility in the context of cultural diversity" in L. Walker, E.H. Bradley. & T.Wette, eds. Public and Private Responsibilities in Long-Term Care: Finding the Balance, Baltimore, Johns Hopkins Press.
- 1997 "Can long-term care be culturally responsive?" Generations, 21(1, Spring):25-29.
- 1996 A Consumer's Guide: Finding the Assisted Living Program for you with J.A. Capitman, M. Sciegaj, W.N. Leutz & J. Prottas. Institute for Health Policy, Heller School, Brandeis University, Waltham, MA
- 1996 "Should family members be paid to provide care to elderly persons?" with J.A. Capitman in Scharlach, A.E. & Kaye, L.E., eds. Controversial Issues in Aging, Allyn & Bacon Publishers, Boston.
- 1996 "Healthcare Access and Health Promotion and Older Women of Color" with J.A. Capitman. Journal of Health Care for the Poor and Underserved 7(3):252-272
- 1995 "Hopeful Care for People with Dementia", with M.E. Henry & J.A. Capitman. American Journal of Alzheimers Disease Nov/Dec
- 1995 "Reaching Financial Viability in Adult Day Care," with J.A. Capitman Pride Institute Journal of Long Term Home Health Care 14(3):19-36
- 1994 "Health Policy and Services for Elders" in Kim, P., Services to the Aging and Aged: Public Policies and Programs. Garland Press.
- 1994 "Will New Settings Offer Better Work Environments for Paraprofessional Workers?," Generations 18(3):59-64.
- 1994 "Issues in the Adequacy of Home Care," with J.A. Capitman in Handy, J. and Schuerman, C.K., Eds., Challenges and Innovations in Home Care. San Francisco, CA. American Society on Aging.
- 1994 Day Care Quality Index, with J.A. Capitman & M.E. Henry Institute for Health Policy, Heller School, Brandeis University. monograph
- 1994 Assisted Living: Regulatory Issues for States, with J.A. Capitman & M. Sciegaj, National Eldercare Institute for Long Term Care, National Association of State Units on Aging.
- 1994 Minority elders: Five goals toward building a public policy base, 2nd ed.; with J.S. Jackson, J. Albright, T.P. Miles, M.R. Miranda, C. Nunez, E.P. Stanford, B.W.K. Yee, & G. Yeo. The Gerontological Society of America, Washington, D.C.
- 1993 Phase 1: Ensuring Resident-centered Care in Assisted Living, Final Report with J.A. Capitman and M. Sciegaj. Institute for Health Policy, Heller School, Brandeis University
- 1993 Case Management as a Tool for Public Program Effectiveness, with J.A. Capitman, Center for Vulnerable Populations, Center for Health Policy Development, National Academy for State Health Policy & Institute for Health Policy, Brandeis University.
- 1993 "Health Care Reform for the Elderly" proceedings from a satellite teleconference with Evans, Harper, Lavizzo-Mourey, et.al. in Journal of Health Care for the Poor and Underserved 4(3):321-343.

- 1992 "Health care access and advocacy for immigrant and other underserved elders". Journal of Health Care for the Poor and Underserved 2(4):448-464.
- 1992 "A Conceptual Approach to Understanding Service Use by Elders of Color" with W. Hernandez and J. A. Capitman in Barresi and Stull, Ethnicity and Long Term Care. Springer Publishing Co., New York.
- 1991 "Gerontology and the Relevance of Diversity." with E. P. Stanford in Stanford and Torres-Gil, (ed.s) Diversity: New Approaches to Ethnic Minority Aging. Baywood Publishing Company, Inc., Amityville, NY.
- 1991 "Diversity Assessments" with J.A. Capitman and W. Hernandez. in Stanford and Torres-Gil, (ed.s) Diversity: New Approaches to Ethnic Minority Aging. Baywood Publishing Company, Inc., Amityville, NY.
- 1991 Diversity and the Aging Network: An Assessment Handbook, with J.A. Capitman, G. Hernandez-Gallegos, and W. Madzimoyo. National Aging Resource Center, Long-term Care, Health Policy Institute, Heller School, Brandeis University, Waltham, MA.
- 1991 "Accounting for Quality Care," Aging Today December/January 1992.
- 1991 Cultural Diversity and the Aging Network Workforce. with W. Hernandez and J.A. Capitman. A report of the National Aging Resource Center, Long Term Care, Health Policy Institute, Heller School, Brandeis University, Waltham, MA.
- 1990 Quality Assurance in Case Management. A report of the National Aging Resource Center, Long Term Care, Bigel Health Policy Institute, Heller School, Brandeis University, Waltham, MA.
- 1990 "Developing a Quality Assurance Program in Case Management Service Settings," CARING Magazine, July 1990.
- 1989 "Coordinated Care for the Frail Elderly: Results for the Evaluation of the Robert Wood Johnson Foundation's Program for Hospital Initiatives in Long Term Care." with M. MacAdam, J.A. Capitman, W. Leutz, et.al. The Gerontologist, 29(6):737-744.
- 1988 "Emerging Hospital Roles in Post-Acute and Long Term Care: Implications for Providers and Consumers." with J.A. Capitman, J. Prottas, M. MacAdam, W. Leutz, and D. Westwater. Health Care Financing Review. Fall issue.
- 1988 "Case Management in the Robert Wood Johnson Foundation program for Hospital Initiatives in Long Term Care." with J.A. Capitman and M. MacAdam. Generations 12(5):62-65.
- 1986 "Challenges in Long Term Care - 1986," San Francisco Medicine, San Francisco Medical Society, February 1986.
- 1985 "Adult Day Health Care, an Update," San Francisco Medicine, San Francisco Medical Society, February 1985.
- 1984 "Community based Long Term Care" Ninth Minority Institute on Aging, Proceedings, Campanile Press, San Diego State University, San Diego, CA.
- 1981 "On Lok Senior Health Services: Community based Long Term Care," Aging Magazine. Administration on Aging.
- 1981 "Culturally Compatible Health Services," Aging, Policy Issues for the 80's, Campanile Press, San Diego State University, San Diego, CA 1981.

PRESENTATIONS AND PROFESSIONAL ACTIVITIES (selected)

- 2011 "Bridge to Healthy Families: A Dementia Care Network for Asian Pacific Islanders" at American Society on Aging Annual Meeting, San Francisco, CA.
- 2011 "Engaging Asian Family Caregivers" presented at California Commission on Aging public hearing in Sacramento CA
- 2009 "Diversity and the Evolution of Language: the power of words," opening session panelist at the AARP Diversity & Aging in the 21st Century Conference, Chicago IL
- 2009 "Racialized disparities Among Older Adults: our unfinished work in the 21st century," discussant at the AARP Diversity & Aging in the 21st Century Conference, Chicago IL
- 2009 "Being Near-Poor in a Self-Serve Age" at American Society on Aging Annual Meeting, Las Vegas, NV
- 2009, 2008 "Diversity in Our Work" at Aging Services of California Annual Conference, San Diego, CA and Policy Conference, Sacramento CA

- 2009 "Cultural Caregiving: the mixed blessing" at the Public Policy Conference, Aging Services of California, Sacramento CA
- 2008 "Cultural Diversity in LTC Facilities – Asian Americans" annual ombudsman training conference sponsored by the CA Department on Aging in Rancho Cordova, CA.
- 2007 Moderated the opening session and presented "API Women and Long Term Care" at Diversity & Aging in the 21st Century conference of AARP, Los Angeles.
- 2006 "Community-Based Services For Older Ethnic Populations" at Diversity and Aging in the 21st Century, AARP, Los Angeles
- 2006 "Ethnicity and Dementia: Outreach and Assessment." Lecture sponsored by the California Association of Long Term Care Medicine, at USC, Los Angeles, CA.
- 2006 "Fostering an organizational culture that appreciates diversity." American Society on Aging Annual Meeting, Anaheim, CA.
- 2005 Expanding Access to information & Services to Older Adults: the key role of focal points. Los Angeles County Area Agency on Aging workshop. Assisted with planning, provided keynote, facilitated meeting for 200 participants. , Arcadia, CA.
- 2005-1994 Reviewer, Retirement Research Foundation, Chicago, IL.
- 2004 "With Leadership, Cracked Pots Make a Difference" (special lecture), "Closing the Gap: Tools and Model Programs for Addressing Health Disparities" (NOMA MHAN special program), "Developing and Enhancing Cultural Competencies" (Alzheimer's Assn. special session) at American Society on Aging Annual Meeting, San Francisco, CA.
- 2003 "Making program philosophy work" (special lecture), at American Society on Aging Annual Meeting, Chicago IL.
- 2002 "Assuming Leadership" (special lecture), "Organization Change and Cultural Competence" (Alzheimer's Assn. Pre-conference), "Advances in Minority Aging," "Pundits Predict" at American Society on Aging Annual Meeting, Denver, CO.
- 2001 "LEP – what?" a symposium at the American Society on Aging Annual Meeting, New Orleans, LA.
- 2000 "Changing Opportunities for Women Scientists" presented at Celebration of Women Across the Generations, National Institutes of Health Women's History Month Observance, Bethesda MD
- 2000 "Health Care Interventions with Asian Pacific Islander Older Adults" presented at American Health Quality Association 2000 Technical Conference, Kissimmee FL
- 2000 "Long-term Care Policy & Financing: Meeting chronic care needs in the United States" presented at Long-Term Care for the Elderly: An international experiences, Center on Aging at the University of Hong Kong, Hong Kong
- 2000-1996 Member, National Advisory Committee, Research Initiative in Home and Community-based Care, Visiting Nurse Service of New York/Robert Wood Johnson Foundation
- 2000-1998 Merit Reviewer, Small Business Innovation Research, NIH, Washington D.C.
- 2000-1997 Resource Consultant, workshops on changing racism and approaches to multiculturalism with VISIONS, Inc., Cambridge, MA.
- 2000-1997 Board of Directors, National Committee to Protect Social Security and Medicare, Washington, D.C.
- 2000-1997 President, Social Research Policy & Practice Section, Gerontological Society of America
- 2000-1995 Reviewer, Journal of Aging & Social Policy
- 1999 Panelist, "Long Term Care Beyond the 1990's: Moving from rhetoric to solutions" National Association of Area Agencies on Aging, Portland OR
- 1999 "Health Care Choices for Vulnerable Populations," Unity '99 Journalists of Color Conference, Seattle, WA
- 1999 "Survival in the Context of Race, Class, and Gender," US Administration on Aging Symposium on Longevity in the New American Century, Baltimore, MD.
- 1999 "The Relevance of Individualism and Communitarianism to Quality of Care, Leadership and Diversity" (Special Leadership Award Lecture), "Diversity: an Organizational and Personal Challenge," "Community Capacity Building for Asian Pacific Islander Elders," American Society on Aging, Orlando, FL.
- 1998 "Does Current Policy Tend to Blame the Victim?" Symposium on Frailty. Annual Meeting of the Gerontological Society of American, Philadelphia, PA
- 1998 "Your Community, Your Voice" American Voices: Indian Elders Speak. National Indian Council on Aging. Bismark, ND

EXHIBIT D

**Lists of Neutral Arbitrators
On The OIA Panel as of
December 31, 2011**

OIA Panel of Neutral Arbitrators

Northern California

Title	First	Middle	Last	Suffix
Justice	Nat	Anthony	Agliano	(Ret.)
Mr.	Roger	F.	Allen	Esq.
Justice	Carl	West	Anderson	(Ret.)
Mr.	J. Randall		Andrada	Esq.
Ms.	Karen	G.	Andres	Esq.
Mr.	Ronald	A.	Arendt	Esq.
Judge	Robert	A.	Baines	(Ret.)
Judge	Michael	E.	Ballachey	(Ret.)
Ms.	Eileen		Barker	Esq.
Judge	Richard		Bennett	
Judge	Joseph	F.	Biafore	Jr., (Ret)
Mr.	Stephen	M.	Biersmith	Esq.
Mr.	Steven A.		Block	Esq.
Judge	Cecily		Bond	(Ret.)
Mr.	Robert	J.	Brockman	Esq.
Mr.	Casey		Clow	Esq.
Judge	Chris R.		Conway	(Ret.)
Mr.	Gary	S.	Davis	Esq.
Mr.	Thomas	H.R.	Denver	Esq.
Judge	Benjamin	A.	Diaz	(Ret.)
Mr.	John	M.	Drath	Esq.
Mr.	Paul	J.	Dubow	Esq.
Mr.	Charles	A.	Dyer	Esq.
Mr.	Joseph		Elie	Esq.
Mr.	Eric	S.	Emanuels	Esq.
Judge	James		Emerson	(Ret.)
Mr.	Steven	R.	Enochian	Esq.
Mr.	Douglas	L.	Field	Esq.
Judge	John	A.	Flaherty	(Ret.)
Judge	Richard S.		Flier	(Ret.)
Mr.	Kenneth	D.	Gack	Esq.
Judge	Catherine Anne		Gallagher	
Judge	David A.		Garcia	(Ret.)
Mr.	Chuck		Geerhart	Esq.
Mr.	Stephen	B.	Gorman	Esq.
Judge	Ronald		Greenberg	(Ret.)
Ms.	Melinda		Guzman	Esq.
Mr.	Arnold	B.	Haims	Esq.
Mr.	Jon	Anders	Hammerbeck	Esq.
Judge	Zerne	P.	Haning	(Ret.)
Mr.	Mark L.		Hardy	Esq.
Mr.	Stephen	S.	Harper	Esq.
Ms.	Catherine	C.	Harris	Esq.
Mr.	William	W.	Haskell	Esq.
Judge	John F.		Herlihy	
Mr.	David Keith		Hicks	Esq.
Mr.	Douglas	W.	Holt	Esq.
Mr.	Val	D.	Hornstein	Esq.
Mr.	Garry	J.D.	Hubert	Esq.

OIA Panel of Neutral Arbitrators

Northern California

Title	First	Middle	Last	Suffix
Mr.	C. Mark		Humbert	Esq.
Ms.	Nancy		Hutt	Esq.
Judge	Ellen	Sickles	James	(Ret.)
Judge	Ken	M.	Kawaichi	(Ret.)
Judge	Margaret J.		Kemp	(Ret.)
Mr.	Lawrence E.		Kern	Esq.
Ms.	Cheryl		Kershner	Esq.
Mr.	Donald	H.	Kincaid	Esq.
Mr.	Alfred	P.	Knoll	Esq.
Ms.	Dorine R.		Kohn	Esq.
Ms.	Barbara		KongBrown	Esq.
Mr.	P. Beach		Kuhl	Esq.
Dr.	Urs	Martin	Laeuchli	Esq.
Mr.	Ernest	B.	Lageson	Esq.
Mr.	Panos		Lagos	Esq.
Judge	David C.		Lee	(Ret.)
Mr.	B. Scott		Levine	Esq.
Mr.	Ernest A.		Long	Esq.
Justice	Harry	W.	Low	(Ret.)
Mr.	Robert S.		Luft	Esq.
Mr.	Kenneth M.		Malovos	Esq.
Judge	John	A.	Marlo	(Ret.)
Mr.	John	J.	McCauley	Esq.
Mr.	Otis		McGee	Jr., Esq.
Mr.	John	P.	McGlynn	Esq.
Mr.	Brick	E.	McIntosh	Esq.
Mr.	David	J.	Meadows	Esq.
Justice	Fred K.		Morrison	(Ret.)
Judge	Kevin J.		Murphy	(Ret.)
Mr.	Robert	A.	Murray	Esq.
Mr.	Jeffrey	Scott	Nelson	Esq.
Ms.	Trish		Nugent	Esq.
Judge	Suzanne	K.	Nusbaum	(Ret.)
Mr.	William	J.	O'Connor	Esq.
Mr.	Marc	D.	Paisin	Esq.
Ms.	Julia	J.	Parranto	Esq.
Judge	Lise A.		Pearlman	(Ret.)
Judge	Alan S.		Penkower	(Ret.)
Mr.	William	J.	Petzel	Esq.
Mr.	Anthony	F.	Pinelli	Esq.
Mr.	Alexander	S.	Polsky	Esq.
Ms.	Andrea	M.	Ponticiello	Esq.
Mr.	Daniel	F.	Quinn	Esq.
Mr.	M. Scott		Radovich	Esq.
Mr.	Thomas	D.	Reese	Esq.
Judge	Elaine		Rushing	(Ret.)
Judge	Bonnie		Sabraw	(Ret.)
Judge	Ronald M.		Sabraw	(Ret.)
Mr.	Daniel R.		Saling	Esq.

OIA Panel of Neutral Arbitrators

Northern California

Title	First	Middle	Last	Suffix
Ms.	Rhonda	D.	Shelton	Esq.
Judge	Harry R.		Sheppard	(Ret.)
Mr.	Paul S.		Silver	Esq.
Mr.	Thomas		Simonian	Esq.
Mr.	Douglas L.		Smith	Esq.
Mr.	Yaroslav		Sochynsky	Esq.
Judge	Frederick	R.	Stevens	(Ret.)
Professor	Jon	H.	Sylvester	
Mr.	Michael J.		Timpane	Esq.
Ms.	Patricia		Tweedy	Esq.
Mr.	Gregory	D.	Walker	Esq.
Judge	Rebecca		Westerfield	(Ret.)
Mr.	Ramsay Buzz		Wiesenfeld	Esq.
Mr.	Richard M.		Williams	Esq.
Judge	Robert B.		Yonts	Jr., (Ret)
Mr.	Otis Philip		Young	Esq.
Mr.	Maurice L.		Zilber	Esq.

OIA Panel of Neutral Arbitrators

Southern California

Title	First	Middle	Last	Suffix
Justice	Nat	Anthony	Agliano	(Ret.)
Judge	James		Albracht	(Ret.)
Mr.	Leon	J.	Alexander	Esq.
Judge	James J.		Alfano	(Ret.)
Ms.	Karen	G.	Andres	Esq.
Mr.	Maurice	J.	Attie	Esq.
Judge	Joseph	F.	Biafore	Jr., (Ret)
Mr.	Stephen	M.	Biersmith	Esq.
Mr.	Michael	J.	Bonesteel	Esq.
Judge	David	H.	Brickner	(Ret.)
Mr.	Michael D.		Brown	Esq.
Ms.	Adriana	M.	Burger	Esq.
Honorable	Yvonne B.		Burke	(Ret.)
Judge	Luis	A.	Cardenas	(Ret.)
Mr.	Richard	A.	Carrington	Esq.
Judge	Eli		Chernow	(Ret.)
Mr.	Walter	K.	Childers	Esq.
Judge	Dennis Sheldon		Choate	(Ret.)
Judge	Sam		Cianchetti	(Ret.)
Mr.	Richard M.		Coleman	Esq.
Judge	Chris R.		Conway	(Ret.)
Mr.	Timothy J.		Corcoran	Esq.
Judge	Lawrence W.		Crispo	(Ret.)
Mr.	Joseph	Sylvester	D'Antony	Esq.
Mr.	John	P.	Daniels	Esq.
Mr.	Gary	S.	Davis	Esq.
Mr.	Joseph	E.	Deering	Esq.
Justice	Robert	R.	Devich	(Ret.)
Mr.	Thomas	S.	Dillard	Esq.
Mr.	Charles	I.	Dolginer	Esq.
Mr.	James	M.	Eisenman	Esq.
Mr.	Eric	S.	Emanuels	Esq.
Judge	Joyce	K.	Fahey	(Ret.)
Judge	Michael J.		Farrell	(Ret.)
Judge	Terry		Friedman	(Ret.)
Mr.	Thomas	I.	Friedman	Esq.
Mr.	Gerald F.		Gerstenfeld	Esq.
Mr.	William		Ginsburg	Esq.
Mr.	Thomas	E.	Gniatkowski	Esq.
Judge	Arnold H.		Gold	(Ret.)
Mr.	Martin	S.	Goldberg	Esq.
Mr.	Ernest	S.	Gould	Esq.
Mr.	Darryl		Graver	Esq.
Mr.	Bruce	A.	Greenberg	Esq.
Mr.	Matthew Phillip		Guasco	Esq.
Judge	Richard		Haden	(Ret.)
Mr.	Jon	Anders	Hammerbeck	Esq.
Justice	James Gary		Hastings	(Ret.)
Judge	Margaret	M.	Hay	(Ret.)
Judge	Joe	W.	Hilberman	(Ret.)
Judge	David	Allen	Horowitz	(Ret.)

OIA Panel of Neutral Arbitrators

Southern California

Title	First	Middle	Last	Suffix
Mr.	Godfrey		Isaac	Esq.
Judge	Karl W.		Jaeger	(Ret.)
Judge	C. Robert		Jameson	(Ret.)
Mr.	B. Elliott		Johnson	Esq.
Mr.	Kevin	M.	Kallberg	Esq.
Judge	Craig S.		Kamansky	(Ret.)
Judge	Burton S.		Katz	(Ret.)
Judge	Andrew C.		Kauffman	(Ret.)
Judge	Bernard		Kaufman	(Ret.)
Judge	Ann		Kough	(Ret.)
Mr.	Martin		Krawiec	Esq.
Judge	Peter		Krichman	(Ret.)
Judge	Stephen	M.	Lachs	(Ret.)
Judge	Michael A.		Latin	
Judge	Charles C.		Lee	
Mr.	Philip	R.	LeVine	Esq.
Mr.	Leonard S.		Levy	Esq.
Judge	Richard		Lyman	(Ret.)
Judge	Michael D.		Marcus	(Ret.)
Mr.	John	J.	McCauley	Esq.
Mr.	James	J.	McKee	Esq.
Judge	James	R.	Milliken	(Ret.)
Judge	Wendell		Mortimer	(Ret.)
Ms.	Barbara Reeves		Neal	Esq.
Justice	Richard	C.	Neal	(Ret.)
Judge	Jack M.		Newman	(Ret.)
Judge	Peter		Norell	(Ret.)
Judge	Michael G.		Nott	(Ret.)
Judge	Thomas F.		Nuss	(Ret.)
Mr.	Jeffrey	P.	Palmer	Esq.
Judge	Robert W.		Parkin	(Ret.)
Judge	Lorna		Parnell	(Ret.)
Mr.	Charles	B.	Parselle	Esq.
Judge	Alan S.		Penkower	(Ret.)
Judge	Victor		Person	(Ret.)
Mr.	Alexander	S.	Polsky	Esq.
Mr.	Leonard H.		Pomerantz	Esq.
Mr.	Byron		Rabin	Esq.
Mr.	M. Scott		Radovich	Esq.
Mr.	Robert	A.	Rees	Esq.
Judge	Elwood		Rich	(Ret.)
Mr.	Roy	G.	Rifkin	Esq.
Mr.	Edward J.		Roberts	Esq.
Judge	Paul		Rosenthal	(Ret.)
Judge	Marvin D.		Rowen	(Ret.)
Mr.	Gene	E.	Royce	Esq.
Judge	Charles	G.	Rubin	(Ret.)
Judge	Michael B.		Rutberg	(Ret.)
Judge	Philip M.		Saeta	(Ret.)
Mr.	Daniel R.		Saling	Esq.
Mr.	Michael	F.	Saydah	Esq.

OIA Panel of Neutral Arbitrators

Southern California

Title	First	Middle	Last	Suffix
Ms.	Jan Frankel		Schau	Esq.
Mr.	Steven	A.	Schneider	Esq.
Judge	Thomas		Schneider	(Ret.)
Judge	R. William		Schoettler	(Ret.)
Judge	Keith		Schulner	(Ret.)
Mr.	Peter	J.	Searle	Esq.
Judge	Tully	H.	Seymour	(Ret.)
Mr.	Thomas E.		Sharkey	Esq.
Judge	William		Sheffield	(Ret.)
Judge	Leroy	A.	Simmons	(Ret.)
Judge	James L.		Smith	(Ret.)
Judge	Sherman W.		Smith	Jr., (Ret)
Judge	Bruce J.		Sottile	(Ret.)
Judge	Frederick	R.	Stevens	(Ret.)
Ms.	Dana		Susson	Esq.
Judge	Coleman A.		Swart	(Ret.)
Judge	John Leo		Wagner	(Ret.)
Judge	Stuart T.		Waldrip	(Ret.)
Judge	Rebecca		Westerfield	(Ret.)
Mr.	Garry	W.	Williams	Esq.
Mr.	Joseph		Winter	Esq.
Mr.	Alan	E.	Wisotsky	Esq.
Ms.	Deborah	Z.	Wissley	Esq.
Judge	Leonard	S.	Wolf	(Ret.)
Mr.	Laurence	Y.	Wong	Esq.
Mr.	Robert	K.	Wrede	Esq.
Mr.	Michael D.		Young	Esq.
Judge	Eric	E.	Younger	(Ret.)
Judge	Raymond	F.	Zvetina	(Ret.)

OIA Panel of Neutral Arbitrators

San Diego

Title	First	Middle	Last	Suffix
Judge	Rebecca		Westerfield	(Ret.)
Ms.	Sally		Williams	Esq.
Mr.	Robert	K.	Wrede	Esq.
Judge	Raymond	F.	Zvetina	(Ret.)

OIA Panel of Neutral Arbitrators

San Diego

Title	First	Middle	Last	Suffix
Justice	Nat	Anthony	Agliano	(Ret.)
Judge	E. Mac		Amos	Jr., (Ret)
Mr.	Douglas	H.	Barker	Esq.
Judge	Joseph	F.	Biafore	Jr., (Ret)
Mr.	Stephen	M.	Biersmith	Esq.
Judge	David	H.	Brickner	(Ret.)
Mr.	Michael D.		Briggs	Esq.
Judge	Luis	A.	Cardenas	(Ret.)
Mr.	Richard M.		Coleman	Esq.
Judge	Chris R.		Conway	(Ret.)
Judge	Geary	D.	Cortes	(Ret.)
Judge	Patricia Ann Yim		Cowett	(Ret.)
Mr.	Joseph	Sylvester	D'Antony	Esq.
Mr.	Gary	S.	Davis	Esq.
Mr.	Thomas	S.	Dillard	Esq.
Mr.	Eric	S.	Emanuels	Esq.
Mr.	William		Ginsburg	Esq.
Mr.	Thomas	E.	Gniatkowski	Esq.
Mr.	Darryl		Graver	Esq.
Judge	Richard		Haden	(Ret.)
Mr.	Jon	Anders	Hammerbeck	Esq.
Judge	Charles R.		Hayes	
Judge	Herbert	B.	Hoffman	(Ret.)
Mr.	Lawrence	A.	Huerta	Esq.
Judge	Anthony	C.	Joseph	(Ret.)
Mr.	Thomas	L.	Marshall	Esq.
Mr.	John	J.	McCauley	Esq.
Judge	Kevin W.		Midlam	(Ret.)
Mr.	Cary W.		Miller	Esq.
Judge	James	R.	Milliken	(Ret.)
Judge	David B.		Moon	(Ret.)
Ms.	Barbara Reeves		Neal	Esq.
Judge	Michael G.		Nott	(Ret.)
Mr.	Dale E.		Ordas	Esq.
Judge	Alan S.		Penkower	(Ret.)
Judge	Wayne L.		Peterson	(Ret.)
Mr.	Alexander	S.	Polsky	Esq.
Mr.	Byron		Rabin	Esq.
Judge	Sheridan		Reed	(Ret.)
Mr.	Charles	D.	Richmond	Esq.
Mr.	Gene	E.	Royce	Esq.
Mr.	Robert	F.	SaintAubin	Esq.
Mr.	Daniel R.		Saling	Esq.
Mr.	Michael	F.	Saydah	Esq.
Mr.	Peter	J.	Searle	Esq.
Judge	Tully	H.	Seymour	(Ret.)
Mr.	Thomas E.		Sharkey	Esq.
Judge	William		Sheffield	(Ret.)
Mr.	James	W.	Street	Esq.
Judge	Coleman A.		Swart	(Ret.)
Judge	John Leo		Wagner	(Ret.)
Judge	Stuart T.		Waldrip	(Ret.)

EXHIBIT E

Qualifications for Neutral Arbitrators

**Qualifications for Neutral Arbitrators
for Kaiser Permanente's Mandatory Arbitration System**

1. Neutral arbitrators shall be members of the State Bar of California, members of the state bar of another state with extensive practice in California during the past five years, or retired state or federal judges.
2. Neutral arbitrators shall successfully complete an application provided by the Independent Administrator.
3. Neutral arbitrators shall
 - (a) have been admitted to practice for at least ten years, with substantial litigation experience; AND
 - (b) have had at least three civil trials or arbitrations within the past five years in which they have served as either (i) the lead attorney for one of the parties or (ii) an arbitrator; OR
 - (c) have been a state or federal judge; OR
 - (d) have completed within the last five years a program designed specifically for the training of arbitrators.
4. Neutral arbitrators shall provide satisfactory evidence of ability to act as an Arbitrator based upon judicial, trial, or legal experience.
5. Neutral arbitrators shall not have served as party arbitrators on any matter involving Kaiser Permanente, or any affiliated organization or individual, within the last three years.
6. Neutral arbitrators shall not presently serve as attorney of record or an expert witness or a consultant for or against Kaiser Permanente, or any organization or individual affiliated with Kaiser Permanente, or have had any such matters at anytime within the past three years.
7. Neutral arbitrators shall not have received public discipline or censure from the state bar of California or any other state bar in the past five years. In the case of former judges, they shall not have received public discipline or censure from any government body that has authority to discipline judges in the past five years.
8. Neutral arbitrators shall follow applicable arbitration statutes, substantive law of the issues addressed, and procedures of the Independent Administrator.
9. Neutral arbitrators shall comply with the provisions of code of ethics selected by the Office of the Independent Administrator.
10. Neutral arbitrators shall administer Kaiser arbitrations in a fair and efficient manner.

EXHIBIT F

List of 2011 Awards to Claimants and to Kaiser

List of 2011 Awards to Claimants

Case Number (not actual OIA case number)	Amount of Awards	Month/Year
1	\$50,000.00	02/11
2	\$265,996.00	03/11
3	\$359,544.00	04/11
4	\$1,064,080.96	05/11
5	\$7,500.00	05/11
6	\$1,267,321.00	05/11
7	\$673,789.00	06/11
8	\$274,039.00	06/11
9	\$100,000.00	06/11
10	\$80,000.00	06/11
11	\$8,973,836.00	06/11
12	\$40,521.00	06/11
13	\$315,725.00	07/11
14	\$85,000.00	08/11
15	\$834,545.00	09/11
16	\$168,000.00	09/11
17	\$766,835.00	09/11
18	\$643,230.06	10/11
19	\$165,045.00	10/11
20	\$1,101,933.00	10/11
21	\$250,000.00	12/11
22	\$183,765.00	12/11
23	\$1,274,204.00	12/11

List of 2011 Lien Awards to Kaiser

Case Number (not actual OIA case number)	Amount of Awards	Month/Year
1	\$5,000.00	06/11
2	\$28,580.07	06/11

EXHIBIT G

Pro Per and Attorney Evaluations of Neutral Arbitrators

Party or Attorney Evaluation of Neutral Arbitrator

Instructions: In accordance with Rule 49 of the *Rules for Kaiser Permanente Member Arbitrations Administered by the Office of Independent Administrator*, we ask that you complete the enclosed anonymous evaluation. It will be placed in the folder of the neutral arbitrator who handled your case and copies of it will be sent to other parties who are considering using your neutral arbitrator in the future. We ask for comments where you have them and are glad to receive any that you have the time to offer. Please feel free to add sheets if you need additional space. A stamped, self-addressed envelope is included for your convenience. Please send your response to the address below in the enclosed self-addressed envelope. Thanks for your help.

Office of Independent Administrator
P.O. Box 76587
Los Angeles, California 90076-0587

I am the Claimant _____ OR

I am the attorney who represented _____ the Claimant OR _____ the Respondent

This claim was:

- _____ Withdrawn
- _____ Settled
- _____ Dismissed by the Neutral Arbitrator
- _____ Decided by a Motion for Summary Judgment
- _____ Decided After a Hearing:
 - _____ For Claimant
 - _____ For Respondent
- _____ Other - please specify: _____

Type of injury:

- _____ Medical Malpractice
- _____ Benefits
- _____ Third Party Lien
- _____ Premises Liability
- _____ Other Tort
- _____ Other - please specify: _____

Neutral Arbitrator's Name: _____
_____ Chosen Jointly OR _____ Chosen through Strike and Rank Process

On the scale below, please rank your experiences with your Neutral Arbitrator. Please circle the number that applies. If the statement does not apply to your case, please circle the "N/A" which appears at the right-hand side. We ask for your comments where you have time and inclination.

1. The neutral arbitrator was impartial and treated all parties fairly.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

2. The neutral arbitrator treated all parties with respect.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

3. The neutral arbitrator kept the case moving in a timely fashion.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

4. The neutral arbitrator responded within a reasonable time to telephone calls or written communications.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

5. The neutral arbitrator explained procedures and decisions clearly.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

6. The neutral arbitrator understood the applicable law governing my case.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

7. The neutral arbitrator understood the facts of my case.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

8. The neutral arbitrator served his/her decision within a reasonable time.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

9. The fees billed by the neutral arbitrator were consistent with those described in his/her application materials which I received from the OIA at the beginning of case.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

10. The fees charged by the neutral arbitrator were reasonable given the work performed.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

11. I would recommend this arbitrator to another person or another lawyer with a case like mine.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

Party Evaluation / Total Counts

Report Date Range: 1/1/2011 through 12/31/2011

General Counts

	<u>Sent</u>	<u>Received</u>	<u>Percent</u>
Total Count of Evaluations	<u>680</u>	<u>328 *</u>	<u>48%</u>
Count of Pro Pers	<u>98</u>	<u>19</u>	<u>19%</u>
Count of Claimant Counsel	<u>242</u>	<u>87</u>	<u>36%</u>
Count of Respondents	<u>340</u>	<u>215</u>	<u>63%</u>
Count of Anonymous		<u>7</u>	

Counts of Received

	<u>By Disposition</u>		<u>How NA Chosen</u>	
Withdrawn	<u>42</u>	Hearing - Claimant <u>21</u>	Joint	<u>78</u>
Settled	<u>105</u>	Hearing - Respondent <u>59</u>	Strike and Rank	<u>216</u>
Dismissed by NA	<u>15</u>	Hearing <u>0</u>		<u>Blanks</u>
MSJ	<u>61</u>	Other <u>5</u>	Blank	<u>2</u>

*2 of these are Blank

Claimant and Attorney Evaluations of Neutrals; Statistical Summary of 2011 Responses

As of 12/31/11

Claimant or Respondent?	Evals Rec'd	Fair Q1	Respectful Q2	Timely Q3	Response Q4	Explained Q5	Knew Law Q6	Knew Facts Q7	Decision Q8	Fees Q9	Fees Q10	Recommend Q11	Cnt/Avg
Unidentified Count	7	7	6	5	5	5	5	5	4	2	2	6	
Unidentified Average		4.1	4.7	4.4	4.2	4.4	4.6	4.4	5.0	5.0	5.0	4.3	4.6
Unidentified Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Unidentified Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Claimant Attorney Count	87	79	80	77	77	69	67	56	49	25	26	75	
Claimant Attorney Average		4.3	4.7	4.7	4.9	4.5	4.2	4.2	4.6	4.8	4.5	4.1	4.5
Claimant Attorney Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Claimant Attorney Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Pro Per Count	19	19	19	19	19	19	17	14	12	10	8	18	
Pro Per Average		3.4	4.1	3.9	4.2	3.9	3.6	3.3	3.7	3.7	3.6	2.9	3.7
Pro Per Median		4.0	5.0	5.0	5.0	5.0	5.0	4.0	4.5	4.5	3.5	3.0	4.4
Pro Per Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	3.0	1.0	4.5
Respondent Count	215	210	209	208	206	179	168	156	143	181	181	195	
Respondent Average		4.8	4.9	4.7	4.9	4.8	4.8	4.8	4.7	4.8	4.7	4.7	4.8
Respondent Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Respondent Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Count	328	315	314	309	307	272	257	231	208	218	217	294	
Total Average		4.6	4.8	4.6	4.8	4.7	4.5	4.6	4.6	4.8	4.6	4.4	4.6
Total Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0

Party Evaluations - Questions 2, 5, 7, and 11 - 2011 Responses

Count	Disposition	Treated Parties	Explained	Knew the Facts	Would
		with Respect	Procedures Clearly	of the Case	Recommend NA
		Q2	Q5	Q7	Q11
80	Decided After Hearing Count	79	78	79	78
	Decided After Hearing Average	4.7	4.6	4.5	4.2
	Decided After Hearing Median	5.0	5.0	5.0	5.0
	Decided After Hearing Mode	5.0	5.0	5.0	5.0
	Decided After Hearing Min	1.0	1.0	1.0	1.0
	Decided After Hearing Max	5.0	5.0	5.0	5.0
61	Decided After MSJ Count	59	59	56	52
	Decided After MSJ Average	4.9	4.9	4.8	4.6
	Decided After MSJ Median	5.0	5.0	5.0	5.0
	Decided After MSJ Mode	5.0	5.0	5.0	5.0
	Decided After MSJ Min	3.0	3.0	1.0	1.0
	Decided After MSJ Max	5.0	5.0	5.0	5.0
15	Dismissed by NA Count	15	15	13	14
	Dismissed by NA Average	4.7	4.5	4.3	4.1
	Dismissed by NA Median	5.0	5.0	5.0	5.0
	Dismissed by NA Mode	5.0	5.0	5.0	5.0
	Dismissed by NA Min	2.0	2.0	1.0	1.0
	Dismissed by NA Max	5.0	5.0	5.0	5.0
105	Settled Count	97	70	42	92
	Settled Average	4.9	4.8	4.8	4.7
	Settled Median	5.0	5.0	5.0	5.0
	Settled Mode	5.0	5.0	5.0	5.0
	Settled Min	3.0	2.0	3.0	2.0
	Settled Max	5.0	5.0	5.0	5.0
42	Withdrawn Count	41	30	21	36
	Withdrawn Average	4.8	4.6	4.4	4.5
	Withdrawn Median	5.0	5.0	5.0	5.0
	Withdrawn Mode	5.0	5.0	5.0	5.0
	Withdrawn Min	2.0	2.0	1.0	1.0
	Withdrawn Max	5.0	5.0	5.0	5.0
20	Unidentified Count	19	16	17	18
	Unidentified Average	4.6	3.9	4.1	4.2
	Unidentified Median	5.0	5.0	5.0	5.0
	Unidentified Mode	5.0	5.0	5.0	5.0
	Unidentified Min	2.0	1.0	1.0	1.0
	Unidentified Max	5.0	5.0	5.0	5.0
5	Other Count	4	4	3	4
	Other Average	3.3	3.3	2.7	2.8
	Other Median	3.5	3.5	3.0	3.0
	Other Mode	none	none	none	4.0
	Other Min	1.0	1.0	1.0	1.0
	Other Max	5.0	5.0	4.0	4.0
328	Total Count	314	272	231	294
	Total Average	4.8	4.7	4.6	4.4
	Total Median	5.0	5.0	5.0	5.0
	Total Mode	5.0	5.0	5.0	5.0
	Total Min	1.0	1.0	1.0	1.0
	Total Max	5.0	5.0	5.0	5.0

EXHIBIT H

Neutral Arbitrator Evaluations of OIA Procedures and Rules

Questionnaire for Neutral Arbitrators

Instructions: In accordance with Rule 48 of the *Rules for Kaiser Permanente Member Arbitrations Administered by the Office of Independent Administrator*, we ask that you complete the enclosed questionnaire about the arbitration named below. Your answers will be used to evaluate and make changes in the OIA system. We ask for comments and are glad to receive any that you have to offer. Please feel free to add sheets if you need additional space. A stamped, self-addressed envelope is enclosed for your convenience. Please send the returned form to the address below in the enclosed self-addressed, stamped envelope. Thanks for your help.

Office of Independent Administrator
P.O. Box 76587
Los Angeles, California 90076-0587

Neutral Arbitrator: _____

Arbitration Name: _____ **Arbitration Number:** _____

This claim was:

- _____ Withdrawn
- _____ Settled
- _____ Dismissed by the Neutral Arbitrator
- _____ Decided After a Motion for Summary Judgment
- _____ Decided After a Hearing

On the scale below, please rank your experiences in this matter. Please circle the number that applies. If the statement does not apply to your case, please circle the "N/A" which appears at the right-hand side. We ask for your comments where you have time and inclination.

1. In this case, I thought the procedures set out in the *Rules for Kaiser Permanente Members Arbitrations Administered by the Office of Independent Administrator* worked well.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

2. Based on my experience in this case, I would participate in another arbitration in the system administered by the Office of Independent Administrator.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

3. In this case, the Office of Independent Administrator accommodated my questions and concerns.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

4. Based on my experience in this case, I found the that the following characteristics of the system **worked well**. (Check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> manner of neutral arbitrator's appointment | <input type="checkbox"/> the system's rules overall |
| <input type="checkbox"/> early management conference | <input type="checkbox"/> hearing within 18 months |
| <input type="checkbox"/> availability of expedited procedures | <input type="checkbox"/> availability of complex/extraordinary procedures |
| <input type="checkbox"/> award within 15 business days of closure of hearing | <input type="checkbox"/> other (please describe): _____ |
| <input type="checkbox"/> claimant's ability to have respondent pay cost of neutral arbitrator | |

Please comment: _____

5. Based on my experience in this case, I found that the following characteristics of the system **need change or improvement**. (Check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> manner of neutral arbitrator's appointment | <input type="checkbox"/> the system's rules overall |
| <input type="checkbox"/> early management conference | <input type="checkbox"/> hearing within 18 months |
| <input type="checkbox"/> availability of expedited procedures | <input type="checkbox"/> availability of complex/extraordinary procedures |
| <input type="checkbox"/> award w/in 15 business days of closure of hearing | <input type="checkbox"/> other (please describe): _____ |
| <input type="checkbox"/> claimant's ability to have respondent pay cost of neutral arbitrator | |

Please comment: _____

6. Have you had experience with a similar case in Superior Court? Yes No
If yes, what was your role? _____
If yes, was your experience in this system with this case:
 better worse about the same?

Please comment: _____

7. Please offer your suggestions for improving the communications with our office.

8. Please offer your suggestions for how this office can improve the system.

9. Please offer your suggestions for improvement or change in the *Rules*.

Questionnaire Count by Disposition

1/1/2011 - 12/31/2011

<i>Disposition</i>	<i>Count</i>	<i>Percent</i>
Unidentified	21	6.07 %
Decided After Hearing	73	21.1 %
Decided After MSJ	68	19.65 %
Dismissed by NA	17	4.91 %
Settled	133	38.44 %
Withdrawn	34	9.83 %
<i>Total</i>	346	

Count of Blank Questionnaires 32

Neutral Arbitrator Questionnaire - Responses to Questions 1 thru 3 - 2011 Responses

Count	Disposition	Procedures Worked Well	Would Participate Again	OIA Responsive Questions/Concerns
		Q1	Q2	Q3
73	Decided After Hearing Count	69	68	53
	Decided After Hearing Average	4.8	4.9	4.9
	Decided After Hearing Median	5.0	5.0	5.0
	Decided After Hearing Mode	5.0	5.0	5.0
	Decided After Hearing Min	4.0	4.0	4.0
	Decided After Hearing Max	5.0	5.0	5.0
68	Decided After MSJ Count	67	65	40
	Decided After MSJ Average	4.7	4.8	4.9
	Decided After MSJ Median	5.0	5.0	5.0
	Decided After MSJ Mode	5.0	5.0	5.0
	Decided After MSJ Min	1.0	3.0	4.0
	Decided After MSJ Max	5.0	5.0	5.0
17	Dismissed by NA Count	11	11	11
	Dismissed by NA Average	4.8	5.0	5.0
	Dismissed by NA Median	5.0	5.0	5.0
	Dismissed by NA Mode	5.0	5.0	5.0
	Dismissed by NA Min	4.0	5.0	5.0
	Dismissed by NA Max	5.0	5.0	5.0
133	Settled Count	117	111	89
	Settled Average	4.8	4.8	4.8
	Settled Median	5.0	5.0	5.0
	Settled Mode	5.0	5.0	5.0
	Settled Min	2.0	1.0	1.0
	Settled Max	5.0	5.0	5.0
34	Withdrawn Count	32	31	27
	Withdrawn Average	4.7	4.9	4.9
	Withdrawn Median	5.0	5.0	5.0
	Withdrawn Mode	5.0	5.0	5.0
	Withdrawn Min	2.0	4.0	4.0
	Withdrawn Max	5.0	5.0	5.0
21	Unidentified Count	17	17	6
	Unidentified Average	4.9	4.9	4.8
	Unidentified Median	5.0	5.0	5.0
	Unidentified Mode	5.0	5.0	5.0
	Unidentified Min	4.0	4.0	4.0
	Unidentified Max	5.0	5.0	5.0
346	Total Count	309	303	226
	Total Average	4.8	4.9	4.9
	Total Median	5.0	5.0	5.0
	Total Mode	5.0	5.0	5.0
	Total Min	1.0	1.0	1.0
	Total Max	5.0	5.0	5.0

NA Questionnaire / Count of Questions 4-5*1/1/2011 - 12/31/2011*

4. I found that the following characteristics of the system worked well. (Check all that apply):
5. I found that the following characteristics of the system need change or improvement.

	4. Worked Well	5. Needs Change/Improvement
a) Manner of neutral arbitrator's appointment	242	2
b) Early management conference	234	2
c) Availability of expedited procedures	82	1
d) Award within 15 business day of hearing	79	7
e) Claimant's ability to have respondent pay cost of neutral arbitrator	183	6
f) The system's rules overall	203	0
g) Hearing within 18 months	84	1
h) Availability of complex/extraordinary procedures	27	1
i) Other	6	6

6. Have you had experience with a similar case in Superior Court?

If yes, what was your role?

If yes, was your experience in this system with this case Better, Worse, or About the Same?

<i>Role</i>	<i>Yes</i>	<i>Better</i>	<i>Worse</i>	<i>Same</i>	<i>BLANK</i>
	11	4		3	112
Attorney	56	33	2	16	5
Claimant Attorney	3	2		1	
Judge	155	96	2	47	11
Mediator	1			1	
Neutral Arbitrator	11	6		5	
<i>Total</i>	237	141	4	73	128

EXHIBIT I

Pro Per and Attorney Evaluations of OIA Procedures and Rules

Party or Attorney Evaluation of Arbitration System

1. In this case, I thought the procedures set out in the *Rules for Kaiser Permanente Members Arbitrations Administered by the Office of Independent Administrator* worked well.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

2. In this case, the process for obtaining medical records worked well.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

3. In this case, the Office of Independent Administrator was responsive to my questions and concerns.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

4. Have you had experience with a similar case in Superior Court? Yes No
If yes, was your experience in this system with this case:
 better worse about the same?

Please comment: _____

5. Please offer your suggestions for how this office can improve the system.

6. Please offer your suggestions for improvement or change in the *Rules*.

Evaluation of OIA Procedures and Rules / Total Counts

Report Date Range: 1/1/2011 through 12/31/2011

General Counts

	<u>Sent</u>	<u>Received</u>	<u>Percent</u>
Total Count of Evaluations	680	255 *	38%
Count of Pro Pers	98	18	18%
Count of Claimant Counsel	242	78	32%
Count of Respondents	340	157	46%
Count of Unidentified		12	

Counts of Received

	<u>By Disposition</u>		<u>How NA Chosen</u>	
Withdrawn	36	Hearing - Claimant 16	Joint	69
Settled	92	Hearing - Respondent 41	Strike and Rank	158
Dismissed by NA	12	Hearing 0		<u>Blanks</u>
MSJ	35	Other 5	Blank	40

*40 of these are Blank

Evaluations of OIA Procedures and Rules - Questions 1 thru 3 - 2011 Responses

Count	Role	Procedures Worked Well	Obtaining Medical Records Worked Well	OIA Responsive Questions/Concerns
		Q1	Q2	Q3
78	Claimant Attorney Count	68	59	51
	Claimant Attorney Average	3.9	3.3	4.5
	Claimant Attorney Median	4.0	4.0	5.0
	Claimant Attorney Mode	5.0	5.0	5.0
18	Pro Per Count	18	17	17
	Pro Per Average	2.9	2.9	3.9
	Pro Per Median	3.0	3.0	4.0
	Pro Per Mode	1.0	1.0	5.0
157	Respondent Count	115	94	97
	Respondent Average	4.9	4.7	4.9
	Respondent Median	5.0	5.0	5.0
	Respondent Mode	5.0	5.0	5.0
3	Unidentified Count	3	3	2
	Unidentified Average	2.3	2.7	5.0
	Unidentified Median	1.0	2.0	5.0
	Unidentified Mode	1.0	none	5.0
256	Total Count	204	173	167
	Total Average	4.3	4.0	4.6
	Total Median	5.0	5.0	5.0
	Total Mode	5.0	5.0	5.0

Evaluations of OIA Procedures and Rules - Questions 1 thru 3 - 2011 Responses

Count	Disposition	Procedures Worked Well	Obtaining Medical Records Worked Well	OIA Responsive Questions/Concerns
		Q1	Q2	Q3
57	Decided After Hearing Count	51	36	38
	Decided After Hearing Average	4.4	3.9	4.7
	Decided After Hearing Median	5.0	5.0	5.0
	Decided After Hearing Mode	5.0	5.0	5.0
35	Decided After MSJ Count	25	19	21
	Decided After MSJ Average	4.2	4.0	4.6
	Decided After MSJ Median	5.0	5.0	5.0
	Decided After MSJ Mode	5.0	5.0	5.0
12	Dismissed by NA Count	11	8	9
	Dismissed by NA Average	4.0	4.1	4.2
	Dismissed by NA Median	5.0	5.0	5.0
	Dismissed by NA Mode	5.0	5.0	5.0
92	Settled Count	72	67	56
	Settled Average	4.5	4.1	4.7
	Settled Median	5.0	5.0	5.0
	Settled Mode	5.0	5.0	5.0
36	Withdrawn Count	26	25	25
	Withdrawn Average	4.0	4.2	4.7
	Withdrawn Median	5.0	5.0	5.0
	Withdrawn Mode	5.0	5.0	5.0
5	Other Count	3	3	3
	Other Average	2.3	2.3	3.0
	Other Median	1.0	1.0	3.0
	Other Mode	1.0	1.0	none
19	Unidentified Count	16	15	15
	Unidentified Average	4.4	4.3	4.8
	Unidentified Median	5.0	5.0	5.0
	Unidentified Mode	5.0	5.0	5.0
256	Total Count	204	173	167
	Total Average	4.3	4.0	4.6
	Total Median	5.0	5.0	5.0
	Total Mode	5.0	5.0	5.0

Evaluations of OIA Procedure and Rules - Results of Question 4

4. Have you had experience with a similar case in Superior Court?
If yes, was your experience in this system with this case Better, Worse or About the Same?

Role	Made Comparison	Better	Worse	About the Same
Claimant Attorney	58	18	12	28
Pro Per	5	0	0	5
Respondent	80	41	3	36
Unidentified	0	0	0	0
Total	143	59	15	69

EXHIBIT J

Kaiser Arbitration Oversight Board Comments on the Annual Report for 2011

Kaiser Arbitration Oversight Board Comments on the Annual Report for 2011

Introduction

The Arbitration Oversight Board has the responsibility of reviewing and commenting on the Annual Report of the Independent Administrator. Members of the Board received a draft of the report in advance of its Spring meeting for purposes of this review. The Board meeting of March 22, 2012 was largely devoted to going over the draft annual report and offering suggestions to assure its accuracy, clarity and completeness.

Overall, the Board considered the Annual Report an excellent account of the performance of the Kaiser arbitration system during the year. Speaking as a relatively new member, Dr. Yee found it a very instructive document. Stating that she read it “from front to back,” she noted that the Exhibits contained much useful data which would be missed if one read only the narrative. Professor Reynoso thought a desirable feature of the report was that it was, for the most part, understandable to a lay person. He thought the Summary, which appears at the beginning of the report, was well done. It was especially helpful that the Summary identified where more complete discussion of items cited could be found in the narrative text.

Board members are generally familiar with the principal metrics and performance measures presented in the annual report — as they are monitored regularly at quarterly meetings. Nonetheless, they valued the opportunity provided by the review to take a comprehensive look at the aggregated data for the full year, with detailed analyses and comparisons to years past. Several noted that the quantitative data of the Report do not, of themselves, convey a sense of the continuous refinements in administrative procedures of the Office to make services as responsive and user-friendly as possible. Such matters are, however, frequently discussed at Board meetings.

Performance Measures

The Annual Report provides the data that document expeditious selection of arbitrators and closure of cases, all well within appropriate time limits. Methods for selection of arbitrators — whether by “strike and rank” from lists provided by the OIA randomly chosen from its large pool of arbitrators, or joint selection by the parties using either the OIA pool or arbitrators from outside the pool — resulted in a wide distribution of Kaiser cases amongst arbitrators. In almost all instances, only a single neutral arbitrator is utilized, and the arbitrators’ fees are usually paid by Kaiser. These, and many other measures of performance detailed in the Independent Administrator’s annual report are regularly monitored by the Oversight Board to assure satisfactory administration of the Kaiser arbitration system on an ongoing basis.

Number of Claims

The number of claims for alleged medical malpractice submitted to the Office had been declining quite significantly each year for the past several years. However, there was no further decline in 2011, suggesting perhaps a leveling off in the number. Although the reason for the fall in number of claims was not fully understood, it was generally thought to reflect improvements in processes for dispute resolution within Kaiser, averting the need for arbitration. And it is conceivable that those procedures are now reaching their full potential. Time will tell. The Oversight Board has always encouraged ombuds programs and early, pre-arbitration resolution of disputes as close to the site of clinical care as possible.

Lien Cases

Starting in 2010, at Board request, data on lien cases are presented in a separate section, so that these data are not commingled with the data on alleged medical malpractice cases that constitute the main work of the Office. This change was important because lien case arbitrations are entirely different than malpractice arbitrations. In lien cases, Kaiser is the claimant, seeking to recoup from a Kaiser member, the costs of providing medical care covered by third party insurance — as in an automobile accident. It was the sense of the

Board that integrity of the data and accuracy of reporting required the separate accounting. Moreover, the separate accounting allowed a clear picture of performance pertaining to the lien cases, which enabled improvements in their administration.

In 2011 only 12 lien cases went to arbitration, a decrease from the past. Geographically, all came from northern California.

Evaluations

The results of evaluations provided by neutral arbitrators, and by parties, are carefully reviewed by the Board as they provide information essential for continuous improvement of the arbitration system.

Neutral arbitrators evaluate how well the system is working, in their view, and how well the Office is handling its responsibilities in administering the system. They consistently give the arbitration system, and the Office, high marks.

Parties are asked to evaluate (anonymously) the neutral arbitrators in their cases. These evaluations are filed and made available subsequently to other parties to assist them in arbitrator selections. The Board has encouraged the Office to continue all best efforts to assure a high response rate for these evaluations, because they are of such value in the selection process. In general, the evaluations indicate a high degree of satisfaction with the arbitrators encountered, and a high degree of satisfaction with the Office and the arbitration system.

More recently the Board has asked the Administrator to have parties fill out a questionnaire in which they evaluate how well the system is working from their perspective. One of the questions, concerning ease of obtaining pertinent medical records, suggests there may be some difficulties related to use of the new electronic medical records. More detailed questionnaires may help identify the pertinent problems more precisely.

OIA Website

With encouragement from the Board, the OIA maintains an internet website to provide easy access to information about the arbitration system and its rules. Various instructional materials and useful forms are available. All the Annual Reports are posted there. Continuously increasing utilization indicates that the website is proving useful to claimants, attorneys and arbitrators alike.

Oversight Board

As stated earlier, the Board meets quarterly to fulfill its governance and oversight responsibilities, and receives regular reports from the Independent Administrator on the performance of the arbitration system.

The Board periodically reviews the Rules together with the Independent Administrator and, when appropriate, considers possible revisions. Generally speaking, the Rules have served well, stood the test of time, and have required relatively little change.

Concluding Comments

On reviewing the work of the past year, it is the Oversight Board's view that the Kaiser arbitration system is working well and continuously seeking to meet the intended goals of "fair, speedy and cost-effective" arbitrations.

The Board believes the Annual Report of the Independent Administrator provides considerable transparency to the Kaiser arbitration system. The report documents its timeliness; characterizes its use of arbitrators; records systematic evaluations by participants; and furnishes information about the economics of the system, to the extent such data are available. The report also provides useful year-to-year comparisons and, thereby, offers a comprehensive picture of the independently administered Kaiser arbitration system over the course of time.

In the Board's view, Ms. Oxborough and her staff maintain high standards of excellence in the administration of the Kaiser arbitration system and this is reflected in the Annual Report.

Essential Elements of a Model Arbitration System

At an earlier point in time, the Oversight Board sought to identify the hallmarks of an exemplary arbitration system. What were the essential elements or attributes of a model system? The idea was to develop some general criteria for judging how the Kaiser system measured up. These were thought to be essential elements:

INDEPENDENT ADMINISTRATION: The system is administered by a neutral entity, independent of the parties involved, and empowered to achieve desired goals for fair, timely, and cost-effective arbitration.

RULES: An explicit, written set of rules governs the system, to assure that it is fair. All parties must abide by the rules. The rules are periodically reviewed and modified, as necessary, based on experience, to improve the system.

OVERSIGHT: The administration of the system has oversight by a body reflecting the diverse perspectives of interested parties, and the public interest.

ACCESSIBILITY: The system is readily accessed by claimants and their claims are entered into the system promptly.

QUALIFIED ARBITRATORS, FAIRLY SELECTED: The system provides well-qualified, experienced and fair-minded arbitrators selected through a process consciously designed to avoid bias.

TIMELINESS: Deadlines are established to move the arbitration process along as expeditiously as possible, with appropriate safeguards for extenuating circumstances. They must be respected. The meeting of deadlines is monitored and enforced.

PERFORMANCE MEASURES: Accurate and verifiable data are collected systematically to permit objective review of the processes and outcomes of the arbitration system.

EVALUATION: The performance of the system is routinely evaluated by surveys of its participants.

COST EFFECTIVENESS: The costs of arbitrations are tracked wherever possible. Costs

to claimants are kept reasonably low.

CONVENIENCE: Arbitration meetings and hearings are scheduled at times, and in locations, that are convenient for the parties.

UNDERSTANDABILITY: Basic information about the arbitration system and its procedures is provided in easily understood, non-technical language.

AUDIT: The data recorded and reported by administrator of the system are periodically checked by an independent auditor.

TRANSPARENCY: Detailed information about the operation and performance of the arbitration system is published, and readily available to interested parties and the public-at-large.

CONTINUOUS IMPROVEMENT: Administration of the arbitration system should seek continuous improvement, guided by the evaluations conducted, the performance measures collected, and constructive oversight.

It is still useful to have these features of a model arbitration system in mind when reading the report of the Independent Administrator and reviewing the Kaiser system.