

# **EXHIBIT A**

## **Description of OIA Staff**

## Description of OIA Staff

**Marcella A. Bell, Esq., Independent Administrator and Director.** Ms. Bell is the principal of the Law Offices of Marcella A. Bell. She served as Director of the OIA from August 2000 through March 28, 2015, and she became the Independent Administrator effective March 29, 2015. She 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 from 1995 to 2003, and the Law Offices of Sharon Oxborough from 2003 to March 2015. Ms. Bell supervises the overall operation of the OIA and its staff. She also decides fee waiver applications and petitions for expedited proceedings, supervises the neutral arbitrator selection process, 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 supervises the overall operation of the OIA, meets with Ms. O'Neal and Ms. Armas monthly regarding the status of cases, and writes the Annual Report. She also meets quarterly with the AOB, where she reports on the work of the OIA.

**Stephanie L. O'Neal, Esq., 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, and the Oxborough firm from 2003 to March 2015. At the OIA, Ms. O'Neal reviews neutral arbitrator applications and fee waiver applications, decides fee waiver applications and petitions for expedited proceedings, supervises the neutral arbitrator selection process, 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. She also assists Ms. Bell in supervision of the OIA and its staff. Ms. O'Neal is an adjunct instructor at Los Angeles Valley College where she teaches Business Law.

**Tracy Holler, Network Administrator and Office Manager.** 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 for the Hartmann firm from 1994 to 2003, and the Oxborough firm from 2003 to March 2015. She is the Network Administrator and Office Manager for the OIA. Ms. Holler 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 was also responsible for the OIA creating a sortable table with expanded data disclosure requirements, effective January 1, 2015, pursuant to Code of Civil Procedure §1281.96, as amended in 2014. She generates the statistical reports upon which these annual reports are based. She also maintains the neutral arbitrator electronic files, including updating applications with awards, decisions, and evaluations of neutral arbitrators.

## EXHIBIT A

**Vivian Arroyo, Administrative Staff.** Ms. Arroyo worked for the Hartmann firm from 1997 to 2003, and the Oxborough firm from 2003 to March 2015. 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 sending out the lists of possible arbitrator (“LPA”) packets to the parties. She sends letters confirming the granting of 90 day postponements with new due dates. She also tracks each case’s compliance with the *Rules* to the extent that it can be tracked through the computer database, sends form letters reminding parties and neutrals of deadlines, and maintains case files. She assists Ms. Armas with the neutral arbitrator selection process, including generating reports to comply with both notice and disclosure requirements of the Ethics Standards. She is fluent in Spanish.

**Lynda Tutt, Legal Assistant.** A native of Philadelphia, Pennsylvania, Ms. Tutt attended Temple University. She is a graduate of the University of Phoenix, where she majored in Business Management. She has many years’ experience as a legal assistant. She worked for the Hartmann firm from 1995 to 2003, and the Oxborough firm from 2003 to March 2015. 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, and sends letters regarding payment of filing fees. She also sends letters to neutral arbitrators confirming their selection. Ms. Tutt enters all of the responses to the questionnaires and evaluations of neutral arbitrators into a database. She is a licensed notary.

**Aura Armas, Legal Assistant.** Ms. Armas is a graduate of Mount Saint Mary’s University, Los Angeles where she received a Bachelor of Arts in Political Science and Philosophy with a minor in Pre-Law. After graduation, Ms. Armas completed two terms of service with AmeriCorps, where she worked at the Los Angeles Superior Court, Resource Center for Family Law, assisting self-represented litigants with their cases. Ms. Armas has also worked as a Firm Administrator and litigation assistant with a Los Angeles law firm. At the OIA, Ms. Armas reviews neutral arbitrator applications and fee waiver applications, 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 generates the LPAs and assembles copies of the neutral arbitrator applications for the LPAs. 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. Armas speaks with neutral arbitrators about the status of their cases, monitoring the progress of those open more than 15 months. She is fluent in Spanish.

## **EXHIBIT A**

## **EXHIBIT B**

**Rules for Kaiser Permanente Member  
Arbitrations Administered by  
the Office of the Independent Administrator,  
Amended as of January 1, 2019, redlined**

**RULES FOR KAISER PERMANENTE MEMBER  
ARBITRATIONS**

**ADMINISTERED BY**

**THE OFFICE OF THE INDEPENDENT ADMINISTRATOR**

**AMENDED AS OF JANUARY 1, 20169**

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## **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 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 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
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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, CA 90076-0587

or

Fax: 213-637-8658

or

Email: oia@oia-kaiserb.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 after a dispute has arisen and a request for binding arbitration has been submitted 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 - Claimants 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 to Payment of Fees 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 - Claimants 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 to Payment of Fees 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 - Consumer 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. When a Neutral Arbitrator receives an offer from the Independent Administrator or the Parties, the Neutral Arbitrator must comply with any requirements under California Law, including Ethics Standard 12(d).
- b. The Independent Administrator may decline to select appoint a Neutral Arbitrator if the Independent Administrator determines that the Neutral Arbitrator has not complied with the Ethics Standards. 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.
- c. 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 the disclosure specified by Ethics Standard 12(b), the person shall be removed from the pool until the case is closed.

## **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 selection 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.c. 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 selection 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 selection of the Neutral Arbitrator. The Independent Administrator must receive this written request for postponement on or 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, the member is entitled to the postponement and Health Plan or KPIC can obtain a postponement only with the member's permission.

## **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 Closing Cases Disposing of Arbitrations

- a. Unless Rule 24.b, 24.c, or 33 applies, a case must close 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 case 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 case is designated complex, it must close 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. A case may be deemed complex by order of the Neutral Arbitrator, or if all the Unrepresented Parties, counsel, and the Neutral Arbitrator shall agree and sign and serve the Designation of Complex Arbitration Form upon the Independent Administrator. The Neutral Arbitrator shall provide the reason for this designation in an order or on the Designation of Complex Arbitration Form and serve it on the Independent Administrator.
- c. If a case is designated There may be some small number of extraordinary, it may close after cases which cannot be disposed of within thirty (30) months of the Independent Administrator receiving the Demand for Arbitration and filing fee or granting the fee waiver such as those where the damages or injuries cannot be ascertained within that time. A case may be deemed extraordinary by order of the Neutral Arbitrator, or if all the unrepresented Parties, counsel, and Neutral Arbitrator agree; and 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 Neutral Arbitrator shall provide the reason for this designation in an order or on the Designation of Extraordinary Arbitration Form and serve it on the Independent Administrator and the target disposition date.
- d. It is the Neutral Arbitrator's responsibility to set a hearing date and to ensure that the case 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 case claim. Nothing in this paragraph affects the remedies otherwise available under law for violation of any other Rule.
- e. A case is closed when the Neutral Arbitrator serves an Award or other order closing the case on the Parties and the Independent Administrator, or when the Parties serve notice of settlement or withdrawal on the Independent Administrator.
- f. Post award submissions are excluded from the time limits of this 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 any other method agreed upon by the Parties ~~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 by any other method agreed upon by the Parties ~~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. 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. 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. 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, no later than the date for which a postponement is sought. 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. ~~Any request for Whenever a Party requests a postponement of an Arbitration Hearing, shall be requested either orally or in writing from 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 request motion must shall set out good cause for the postponement and the other party shall have the opportunity to oppose state the reasons for the request.~~
  - ii. The Neutral Arbitrator must issue a written order that either denies or grants the ~~request~~ motion for postponement, states who made the ~~request~~ 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 ~~request~~ motion, the order must state the date to which the hearing has been postponed.
  - iii. If the ~~request~~ 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 or proceeding closed.
- b. The Neutral Arbitrator may defer the closing of the Arbitration Hearing or proceeding until a date agreed upon by the Neutral Arbitrator and the Parties, to permit the Parties to submit post-hearing briefs or documents papers. The Arbitration Hearing or proceeding will be deemed closed on the date the final post-hearing brief or document is due. The date for the post-hearing submissions shall not be more than fifteen (15) days after the Parties have rested. This deadline may be extended for good cause. If post-hearing briefs or documents papers are to be submitted, the Arbitration Hearing or proceeding will be deemed closed on the date set for the submission. If a Party fails to submit the briefs or documents 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 brief or document 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. The Neutral Arbitrator shall be responsible for preparing and signing the written Award, or in a panel arbitration, 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 Neutral Arbitrator may use the Arbitration Award Form. ~~The Neutral Arbitrator shall be responsible for preparing the written Award.~~
  - i. The Award shall specify whether the hearing was conducted in person, by telephone or video conference, or by documents only.
  - ii. If attorney's fees are awarded, the Award shall specify the amount of attorney's fees awarded.
- 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 and any decision by the Neutral Arbitrator to correct the Award on the Parties and Independent Administrator by mail.
- b. The Neutral Arbitrator shall inform the Independent Administrator of application to correct the Award.
- c. Respondent(s) shall redact the Award by eliminating the names of the enrollees, the plan, witnesses, providers, health plan employees, and health facilities.
- d. 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.
- e. In arbitrations brought by Health Plan or KPIC, Health Plan or KPIC shall serve the redacted Award.

## **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. Upon receiving such notice, the Independent Administrator shall deem the arbitration terminated.
- 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 an Arbitration Hearing or proceeding, the Independent Administrator may send the Parties anonymous evaluations of the Neutral Arbitrator and the Office of the Independent Administrator. The Parties are requested to each Party shall complete and timely return them 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.oria-kaiserarb.com](http://www.oria-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?**

Yes, 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. This person may not represent you. As in court, you may only be represented by yourself or a lawyer.

### **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 – Claimants 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-kaiserrarb.com](http://www.oia-kaiserrarb.com)

## **EXHIBIT C**

### **Resumes of New AOB Board Members**

## **Resume of Carlos Camacho**

# Carlos Camacho

5134 McCallum Ave., South Gate, CA 90280 |  
(714) 296-6864 cell |  
carlos@oclabor.org

## SUMMARY

Professional who has an in-depth understanding of the Labor Movement and state, local and federal government decision making processes. Has strong work ethic and focus on workers' rights, community engagement and social justice.

## PROFESSIONAL EXPERIENCE

Orange County Labor Federation, AFL-CIO 2015 - Present

### *Grants Director*

- Write and edit grant proposals; research funding agencies to ensure proposed activities fall within guidelines;
- Manage more than \$1M in grants and ensure compliance with regulations and grant requirements;
- Ensure accurate and timely preparation of reports and grant billings;
- Support and monitor grant funded projects;
- Contribute to weekly meetings with OCLF staff to track development progress;
- Serve as point of contact with funding agencies;
- Represent OCLF at community events and meetings;
- Performed other related duties as required

Orange County Labor Federation, AFL-CIO

2003 - 2015

### *Director of Administration*

- Managed day to day function of office;
- Prepared, maintained and managed yearly \$1 million+ budget;
- Prepared, maintained and managed all correspondence for the Fair Political Practice Commission (FPPC);
- Served as point of contact with OCLF Executive Board including attending all board meetings;
- Served as point of contact with local unions, elected officials and community organizations;
- Coordinated various campaign drives and field operations;
- Performed other related duties as required

Linda Sanchez for Congress

February 2002-November 2002

### *Volunteer Coordinator/Scheduler*

- Recruited volunteers for phone banking and/or precinct walks;
- Trained new and existing volunteers prior to phone banks/precinct walks on candidate's positions important to district;
- Represented candidate at community meetings and events;
- Maintained candidates schedule;
- Arranged candidate's transportation to and from events and meetings;
- Traveled with candidate as required;
- Performed other related duties as required

## AWARDS/ACCOMPLISHMENTS

Chicano & Latino Studies Student Association, Vice-President

## EDUCATION

Bachelor of Arts Degree, Chicano & Latino Studies, California State University, Long Beach

## **Resume of Margaret B. Martinez**



**Margaret B. Martinez, Chief Executive Officer**

For more than 35 years, Margaret “Margie” Martinez has served as an advocate for the low-income residents of Southern California. After receiving her undergraduate degree from Occidental College and then a Masters in Public Health from the University of California, Berkeley, Margie has led a variety of community-based organizations that promoted health care access and workforce development. In 1994, she was named Executive Director of Clinica Oscar Romero, a health center serving the immigrant community located in downtown Los Angeles. In 1999, Margie was selected to lead Community Health Alliance of Pasadena (ChapCare). During her tenure, she has overseen ChapCare’s transition from a hospital-affiliated clinic to an independent nonprofit health center network with 8 sites in the San Gabriel Valley. In 2004, she guided ChapCare’s application and designation as a Federally Qualified Health Center (FQHC); and in 2006 she directed the adoption of electronic health records for her network before this became the accepted approach for her industry. She continues to develop strategies to expand ChapCare’s service delivery access for the uninsured through ChapCare’s unique municipal partnership model and application of innovative health technology.

Throughout her career, Margie has demonstrated a deep commitment to the health of vulnerable populations. In order to support this vocation, she has held numerous leadership positions, Board and workgroup memberships with local, state and national health care policy and advocacy organizations including the Arroyo Vista Family Health Center, Pasadena Health Care Consortium, the Health Planning Group of the San Gabriel Valley, the Community Clinic Association of Los Angeles County (CCALAC), the California Primary Care Association, Greater El Monte Community Hospital, Pasadena Chamber of Commerce, Health Care LA IPA, and Our Community Health Information Network (OCHIN), Inc.

#### PROFESSIONAL EMPLOYMENT

**January 1999 - Present**      **Chief Executive Officer**  
Community Health Alliance of Pasadena (dba ChapCare)  
Pasadena, CA  
Administrator for State-licensed community clinic and non-profit corporation with budget of \$23 million. Oversees all aspects of medical and dental service provision and community education projects. Manages clinic operations, contract compliance and cost containment. Coordinates agreements for client referrals to secondary and tertiary medical providers. Performs grant writing to sustain program development and implementation. Supports Board of Directors in management of corporate business, public relations and fund development.

**May 1994 - November 1998**      **Executive Director**  
Clinica Msgr. Oscar A. Romero  
Los Angeles, CA  
Administrator for State-licensed free clinic and non-profit corporation with budget of \$2 million. Responsible for all aspects of medical and dental service provision and community education projects. Managed paid and volunteer staff. Reported to volunteer Board of Directors.

**July 1992 - April 1994**      **Community Organizer**  
Community Health Councils Project  
Los Angeles, CA  
Community organizer for health advocacy and leadership training project covering the downtown and Pico/Union areas of Los Angeles City, and the greater San Gabriel and Pomona Valleys.

**July 1991 - June 1992**      **Consultant, Community Employment Projects**  
Los Angeles County Community & Senior Citizens Services  
Los Angeles, CA  
Planning and operations director for the Los Angeles County Service Delivery Area special projects funded through the federal job-training program. Reviewed proposals and made recommendations for grant making to the Private Industry Council. Managed contracts of over \$6 million.

**March 1990 - July 1991**      **Assistant Director**  
West San Gabriel Valley Consortium  
San Gabriel, CA  
Operations director for a County-funded Joint Powers Authority of nine (9) cities in the western San Gabriel Valley. Provided job training and support services to low income clients. Annual budget of \$3 million.

**October 1986 - March 1990**      **Executive Director**  
Community Bilingual Home Health Programs, Inc.  
San Gabriel, CA  
Administrator for federally funded classroom-training institution providing State certification for Home Health Aides. Launched first Southern California program training Home Health Aides for AIDS patients. Annual budget of \$600,000

**October 1985 - October 1986**      **Executive Director**  
San Gabriel Valley Area Health Education Center  
San Gabriel, CA  
Administrator for federally funded health professions recruitment and training agency based in the San Gabriel Valley. Worked with medical students and primary care residency programs of the Keck School of Medicine at University of Southern California. Annual budget of \$1 million.

**October 1984 - January 1985**      **Clinical Education Coordinator**  
Central Area Health Education Center- California Hospital Medical Center  
Los Angeles, CA  
Coordinated curriculum for medical school faculty, Family Practice interns, Nurse Practitioners and Physician Assistants relating to nutrition and cultural diversity.

#### EDUCATION

**M. P. H.**      **University of California at Berkeley**, School of Public Health, 1978  
**B. A.**      **Occidental College**, Mathematics, 1975  
Harvard University, Physics, Summer Session 1974

#### PROFESSIONAL AND COMMUNITY ACTIVITIES

Community Clinic Association of Los Angeles County, Vice President: 2003 – 2005, President: 2005-2007, Director 2012-Present  
City of Pasadena Human Services Commission, Community Agency Appointed Member: 2002 – 2007  
City of South Pasadena Park and Recreation Commission, South Pasadena Unified School District Appointed Member: 2004 – 2005  
Arroyo Vista Family Health Center, Board Member: 1983 – 1994, Vice Chairman: 1990

## **Resume of Hon. Carlos R. Moreno, (Ret.)**



## Hon. Carlos R. Moreno (Ret.)



### Case Manager

Geri Yulo

T: 213-253-9711

F: 213-620-0100

555 W. 5th St., 32nd Floor, Los Angeles, CA 90013

[gyulo@jamsadr.com](mailto:gyulo@jamsadr.com)

### General Biography

**Hon. Carlos R. Moreno (Ret.)** joins JAMS after a distinguished 25-year career on the judiciary, including ten years on the California Supreme Court. During his tenure, Justice Moreno authored over 140 majority opinions on a wide range of precedent setting cases, including significant opinions implicating LGBT rights, arbitration, and insurance policy coverage. Previously, he served fifteen years as a trial judge in state and federal courts presiding over hundreds of trials covering the full spectrum of criminal and civil litigation. Most recently, Justice Moreno served as United States Ambassador to Belize where he made great strides in advancing citizen security within Belize and the region, focusing on citizen protection, economic development, and governance.

Justice Moreno is a first-generation Mexican-American and fluent Spanish speaker. He was the third Latino to serve on the Supreme Court of California. Justice Moreno has been honored with numerous accolades for his work on and off the Bench, recognizing his commitment to equality and justice, his pioneering accomplishments as a Mexican-American, and his work in child advocacy. He has served on numerous community-based organization boards.

[Download Justice Moreno's General Biography in Spanish](#)

### ADR Experience and Qualifications

- Served as United States Ambassador to Belize working to improve citizen security for Belize and the region, emphasizing citizen protection, economic development, and good governance
- Ten years on the California Supreme Court authoring over 140 majority opinions on a wide range of precedent-setting civil and criminal cases, including death penalty appeals, and the author of significant opinions implicating LGBT rights, arbitration, and insurance policy coverage. Participated in at least 1000 oral arguments before the Court
- Fifteen years as a trial judge in state and federal courts presiding over 100's of trials involving the full panoply of criminal and civil litigation
- Four years as a prosecutor with the Los Angeles City Attorney's office, including dozens of trials and assignment to consumer protection section
- Ten years in private practice with business law firms

### Representative Matters

- **Arbitration**
  - Author of several decisions on arbitration including arbitrability and unconscionability doctrines
  - Arbitrated family partnership dispute over distribution of business operations and real property assets related to produce industry
  - Arbitrated discovery dispute over possession of key business and employment documents related to potential criminal investigation
  - Handled dispositive motion on class arbitration eligibility in employment agreement
  - \*Mediated wage and hour claims re: de minimus time duties imposed by large board and care operators
- **Appellate**
  - Neutral Evaluator on several matters before the California Supreme Court including foundation for expert witness testimony, redevelopment legislation, charter schools, and water district resource allocations among other issues, including petitions for review, moot court, construction contract interpretation and preparation for oral argument
- **Business/Commercial**
  - Author of majority opinion in *Korea Supply* re: remedy of restitution in unfair competition cases
  - Arbitrated multi-million dollar dispute over fraudulent representations by seller on the purchase value of ongoing business
  - Presided over lengthy federal trial concerning breach of prospective defense contract to build fighter jets and enforceability of oral representations made in bid process
  - Author of In re Tobacco II (retroactivity of "injury in fact" statutory provision)
- **Civil Rights**
  - Author and majority member of numerous decisions on LGBT rights including same-sex adoptions, domestic partner rights, in vitro fertilization and child custody rights, and same-sex marriage
  - Presided over numerous federal excessive force and wrongful arrest claims against local municipalities
- **Construction**
  - Mediated school construction claims alleging conflict of interest in construction management contracts
- **Employment**
  - Neutral Evaluator in case concerning minority faculty allegations of discrimination in hiring and promotions at major public university
  - Handled matters involving issues of discrimination based on race, age, gender, disability, medical condition, religion, sexual origin, national origin
  - Handled sexual harassment and retaliation claims
  - Mediated large wage and hour judgment on appeal against major agricultural union
  - Issued injunction over claims of unfair labor practices in jewelry industry
  - Handled CERCLA and CEQA claims re soil contamination of World War II disposal site
  - Mediated large wage and hour judgment on appeal against major agricultural union
  - Issued injunction over claims of unfair labor practices in jewelry industry
- **Entertainment**
  - Presided over commercial disputes involving copyright, trademark, and contract claims
  - Presided over claim of misappropriation of popular musical soundtrack
  - Presided over claim by Argentinean film maker for misappropriation of storyboard line for movie regarding underground civilization
  - Presided over claims by film maker regarding misappropriation of storyboard line in a movie re: sophisticated mental patient
  - Presided over alleged misappropriation of children's book characters and mis en scene
  - Presided over royalty proceeds dispute among disbanded musical group
  - Issued injunction on breach of contract claims re: misleading advertising by franchisee
  - Presided over claims of misappropriation of noted composer and musician by tribute concert promoter
- **Environment**
  - Handled CERCLA and CEQA claims re soil contamination of World War II disposal site
  - Handled claims re protection of threatened and endangered species at dam construction site
  - Author of majority opinion re forest protection of Headlands purchase by State of California
- **Government Investigations**
  - Awarded Daily Journal Clay Award as lead investigator in alleged interference with state audit by public university
- **Insurance**
  - Author of majority opinion in *McKinnon* and other coverage cases discussing "reasonable expectations of the insured"
  - Author of coverage cases concerning mixed concurrent causation, successor liability, bad faith insurance claims, Brandt fees, policy interpretation, and lost policies
- **Intellectual Property**
  - Neutral evaluator in matters concerning patent standards, infringements, and trademarks

- Trial judge in patent infringement and patent invalidity claims, trade secrets, trademark, and copyright violations
- Presided over complex Walker Process patent infringement claims involving monopolization of market for electronic automotive accessories
- Presided over patent infringement claims for industrial scrubbers
- Presided over patent design claims of infringement of protective wear suits in tech industry
- **Real Property**
  - Mediated prescriptive easement claim over adjoining real property
  - Arbitrated property dispute concerning conflict of interest by managing partner in large partnership development project

## Honors, Memberships, and Professional Activities

- LACBA “Trailblazer Award” (2018)
- Constitutional Rights Foundation Award for Community Service (2017)
- Lifetime Achievement Award, Mexican American Bar Association Foundation, 2011
- Cesar E. Chavez Legacy Award, 2011
- Lambda Legal Liberty Award, 2011
- Diversity Award, State Bar Council on Access & Fairness, 2011
- Esperanza Award, California Latino Caucus, 2011
- Equality & Justice Award, Equality California, 2010
- Yale University Medal, 2010
- Lifetime Achievement Award, Hispanic National Bar Association, 2009
- Legal Services for Children Advocacy Award, 2007
- Justice Roger J. Traynor Appellate Justice of the Year, Consumer Attorneys Association of Los Angeles, 2002
- Yale University – For God, For Country and For Yale Award, 2002
- Member, California Judges Association, Present
- President, Yale Club of Southern California, 1997-1999
- Board of Governors, Association of Yale Alumni, 1991-1994
- Board of Visitors, Stanford Law School, 1988-1991
- President, Mexican American Bar Association, 1982

## Background and Education

- United States Ambassador to Belize, 2014-2017
- Of Counsel, Irell & Manella LLP, 2011-2013
- Associate Justice, California Supreme Court, 2001-2011
- United States District Judge, Central District of California, 1998-2001
- Judge of the Superior Court, County of Los Angeles, 1993-1998
- Judge of the Municipal Court, Compton Judicial District, 1986-1993
- Kelley, Drye & Warren, 1979-1986
- Deputy City Attorney, Los Angeles City Attorney, 1975-1979
- J.D., Stanford Law School, 1975
- B.A., Political Science, Yale University, 1970

# **Resume of Kennedy Richardson**

**Kennedy ("Ken") Richardson**  
1642 Lower Grand Avenue  
Piedmont, CA 94611  
510-409-8717  
[ken\\_richardson@comcast.net](mailto:ken_richardson@comcast.net)

#### Past Employment

Litigation Practice Manager, Kaiser Foundation Health Plan, Inc. (Jan. - Dec. 2014)  
Owner, Managing Partner, and then part-time employee of Marion's Inn, an Oakland law firm  
(1989 - 2013)  
Associate and Partner, Thelen, Marrin, Johnson & Bridges, a San Francisco based law firm (1974  
- 1989)

#### Civic Activities

Treasurer and Board Member, St. Mary's Center in Oakland  
Past President and Board Member, Rotary Club of Oakland; former Board Member, Oakland  
Rotary Endowment  
Former Legal Advisor to Rotary District 5170  
Former Board member and Audit Committee Member, Oakland Symphony  
Former Member of City of Piedmont Civil Service Commission  
Past President and Board Member, Alameda County Bar Foundation Volunteer Tutor,  
Oakland Public Schools  
Volunteer Youth Soccer Coach, Piedmont Recreation Department  
Former Assistant Editor of Continuing Education of the Bar's *Civil Litigation Reporter*

#### Education

B.A., Political Science, University of California, Berkeley J.D., Northwestern  
University School of Law

## **Resume of John Swartzberg, MD, FACP**

## John Swartzberg, MD, FACP

<b>Education</b>	1962 - 1966 <b>BA</b> <ul style="list-style-type: none"><li>• Pi Sigma Alpha Honorary Society</li></ul>	University of California	Berkeley, CA
	1966 - 1970 <b>MD</b> <ul style="list-style-type: none"><li>• Internship and Residency in Internal Medicine</li></ul>	University of California	Los Angeles, CA
	1970 - 1973 <ul style="list-style-type: none"><li>• Internship and Residency in Internal Medicine</li></ul>	University of Colorado	Denver, CO
	1973 - 1975 <ul style="list-style-type: none"><li>• Postdoctoral Fellowship in Infectious Diseases</li></ul>	Stanford University	Palo Alto, CA
<b>Board Certification</b>	1973: Board Certified in Internal Medicine  1975: Board Certified in Infectious Diseases		
<b>Academic Appointments</b>	1976 – 1984: Assistant Clinical Professor of Medicine, University of California, San Francisco  1984 – 1990: Associate Clinical Professor of Medicine, University of California, San Francisco  1984 – 1990: Associate Clinical Professor of Health and Medical Sciences, University of California, Berkeley  1990 – Present: Clinical Professor of Medicine, University of California, San Francisco  1990 – 2011: Clinical Professor of Health and Medical Sciences, University of California, Berkeley  2012 – Present: Emeritus Clinical Professor, University of California, Berkeley		
<b>Work Experience</b>	1975 – 2001: Internal Medicine Private Practice. Berkeley, CA  1975 – 2010: Infectious Disease Consultant. Berkeley, CA 1975 – Present: Hospital Epidemiologist, Alta Bates Hospital, Berkeley, CA 1976 – 2010: Infectious Diseases Consultant, UCB Student Health Service 1990 – 2003: Associate Director, UCB-UCSF Joint Medical Program 2001 – Present: Chair, Editorial Board, UCB Wellness Letter & Health After 50 2012 – Present: Chair, Editorial Board, berkeleywellness.com 2001 – 2010: Director, UCB-UCSF Joint Medical Program 2003 – 2016: Member, Scientific Advisory Board, Clorox Corporation 2010 – 2017: Chair, Scientific Advisory Board, OnLife Corporation 2012 – Present: Member, Board of Regents, Samuel Merritt University		

## Professional Societies and Organizations

Fellow, American College of Physicians

Member, Infectious Disease Society of America

**Committees and Organizations**

2008 – Present: Member, Editorial Board, American Journal of Medical Quality  
2007 – 2013: Advisory Board, UC Berkeley Extension  
2005 – Present: Interdisciplinary MPH Program Faculty Advisory Group  
2005 – 2011: Preventive Medicine Advisory Committee  
  
2001 – 2003: UCB School of Public Health Strategic Planning Committee  
  
1975 – present: Chair, Infection Control Committee, Alta Bates Hospital  
1992 – 2011: Co-chair or Member, Curriculum Committee, UCB-UCSF Joint Medical Program  
2001 – 2011: UC Office of the President Medical Student and Workforce Advisory Committee  
2003 – 2100: Chair, Appointments and Promotions Committee, UCB-UCSF Joint Medical Program  
2003 – 2011: Member, UCB School of Public Health Curriculum Committee  
2002 – 2011: Deans Advisory Council, UCB  
2006: Chancellor's Pandemic Flu Preparedness Task Force  
2006 – Present: Chairman of the Corporate Board, Bay Area Albert Schweitzer Fellowship  
2007 – 2016: American Journal of American Epidemiology editorial board  
2024 – 2017: Executive Board, UC Berkeley Emeriti Association  
2017 – Present: President, UC Berkeley Emeriti Association

**Publications**

Swartzberg JE (ed.) The Wellness Report: Eating for Optimal Health, 2009 - 2017  
Swartzberg JE (ed.) The Wellness Report: Dietary Supplements, 2009 - 2017  
Swartzberg, JE, Pereira, W (eds.) The Wellness Report: Men's Health, 2009 - 2017  
Swartzberg, JE, Stachel, L (eds.) The Wellness Report: Women's Health, 2009 - 2017  
Swartzberg, JE, Krauss, R (eds.) The Wellness Report: Controlling Your Cholesterol, 2009 - 2017  
Rees, Rachel K, Swartzberg, John E. Feline-transmitted Sporotrichosis: A case study from California. *Dermatology Online Journal* 17 (6): 2, 2011  
Shortell, S, Swartzberg, JE. The Physician As Public Health Professional in the 21<sup>st</sup> Century *Journal of the American Medical Association* 300: 2916-2919, 2008 (Dec.)  
Ng C and Swartzberg JE. Evaluation of hospital policies regarding surgeons infected with bloodborne pathogens. *Infection Control and Hospital Epidemiology* 2005; 26(4):410-4.  
  
Lashof, J. C., Margen, S., Swartzberg, J. E., & Herskowitz, I. (2002). Regulating natural health products [4] (multiple letters). *Science*, 296(5565), 46-47.

Swartzberg, John E. and Margen, Sheldon (eds.) The Complete Home Wellness Handbook. New York: Rebus, 2001.

Steinbach A; Swartzberg J; Carbone V. "The Berkeley Suitcase Clinic: homeless services by undergraduate and medical student teams." Academic Medicine, 2001 May, 76(5):524.

Swartzberg J and Margen S. Eat, Drink, and Be Healthy: The Harvard Medical School Guide to Healthy Eating (Book Review). Am J of Epidemiol. 2001. 154(12): 1160-1161.

Chen, J. L., Barrett, T., Jamasbi, R. J., Morley, B. P., & Swartzberg, J. E. (2002). Infections associated with intra-spinal catheter-pump systems for severe pain management [2]. *Journal of Hospital Infection*, 50(4), 322-323.  
doi:[10.1053/jhin.2001.1156](https://doi.org/10.1053/jhin.2001.1156)

Swartzberg, John E. and Margen, Sheldon (eds.) The UC Berkeley Wellness Self-Care Handbook. New York: Rebus, 1998.

Wertz RK, Swartzberg JE. Computerized interpretation of minimum inhibitory concentration antimicrobial susceptibility testing. Am J Clin Pathol. 1981 Mar; 75(3):312-319.

Swartzberg JE, Maresca RM, Remington JS. Clinical study of gastrointestinal complications associated with clindamycin therapy. J Infect Dis. 1977 Mar; 135 Suppl: S99-103.

Swartzberg JE, Maresca RM, Remington JS. Gastrointestinal side effects associated with clindamycin. 1,000 consecutive patients. Arch Intern Med 1976 Aug;136(8)876-879.

Swartzberg JE, Krahenbuhl JL, Remington JS. Dichotomy between macrophage activation and degree of protection against *Listeria monocytogenes* and *Toxoplasma gondii* in mice stimulated with *Corynebacterium parvum*. Infect Immun. 1975 Nov; 12(5):1037-1043.

Swartzberg JE, Remington JS. Transmission of Toxoplasma. Am J Dis Child. 1975 Jul; 129(7):777-779.

Swartzberg J, Kern F Jr. Hepatitis B antibody. JAMA 1973 Apr 23; 224(4): 527.

Swartzberg JE, Heibron D, Hinman F Jr. Disuse and increased function of the dog ureter. II. Effect on length. Urol Int. 1971; 26(1):51-64.

## Media and Honors

National book tour for *The Complete Home Wellness Handbook*, 2001 – 2003.

Television: Four to eight appearances annually for the last 17 years on local news, commenting on health matters. 2006 and 2007 appearance on "California Connected" PBS show (organic products). CNN appearance 2006 (hoodia).

Radio: Multiple times annually for local radio news and NPR. Monthly appearance on the "The Consumer man", KOMO, Seattle, WA. Bimonthly appearance on Ohio NPR "Health Matters"

Editorial: Monthly editorial for the UC Berkeley Wellness Letter.

2012: 2012 Kaiser Awards for Excellence in Teaching. Nominees

## **EXHIBIT D**

### **System Description**

## **SYSTEM DESCRIPTION**

### **Kaiser Permanente Member Arbitrations Administered by the Office of the Independent Administrator**

#### **I. Introduction**

The Office of the Independent Administrator (“OIA”) is the neutral entity that administers all arbitrations brought pursuant to Kaiser Foundation Health Plan, Inc.’s Members’ Contracts. The system is designed to provide Health Plan members with a fair, speedy, cost effective, and confidential means of resolving disputes. The system is governed by a set of rules, *Rules for Kaiser Permanente Member Arbitrations Administered by the Office of the Independent Administrator* (“Rules”), which are available from the OIA at 213-637-9847 or [www.oia-kaiserarb.com](http://www.oia-kaiserarb.com).

#### **II. The System’s Timing Requirements**

This system has been designed so that most cases are resolved within eighteen months after the OIA receives a claimant’s demand for arbitration and the \$150 filing fee, or has been granted a waiver of this fee. Under the *Rules*, Health Plan forwards demands and any filing fees or fee waiver applications to the OIA within ten days of receiving them.

After the OIA receives a demand and the filing fee or has granted a fee waiver, key events take place very quickly. Within **three days**, the OIA sends the parties a list of possible arbitrators. Parties then have **twenty days** to return their responses to that list. Once selected, the neutral arbitrator holds an arbitration management conference within **sixty days**.

At the arbitration management conference, the neutral arbitrator and the parties set deadlines for remaining events, including the mandatory settlement meeting and the arbitration hearing date. Those deadlines must ensure that the case is resolved within **eighteen months** of the date the OIA received the demand and the filing fee or granted a fee waiver. The *Rules* contain more information about these important deadlines, and provide a description of the events that must take place within the eighteen month schedule.

#### **III. Other Timing Options**

Not all cases will fit within the eighteen month time frame described above. The system has expedited procedures for cases that need to be resolved faster than eighteen months. Rules 33-36 explain how to request expedited procedures. Some cases may be designated complex or extraordinary because they need more than eighteen months to be resolved. Rules 24b and 24c provide information about those designations.

Postponements may also be available under some circumstances. Rules 21 and 28 provide information about postponements.

**(CONTINUED ON REVERSE)**

#### **IV. Selecting the Neutral Arbitrator**

The OIA maintains a panel of neutral arbitrators available to hear cases in this system. Within three days of receiving a demand for arbitration and the filing fee or a granted fee waiver, the OIA sends each party a randomly generated list of twelve possible arbitrators (“LPA”) from its panel based on the region where the cause of action arose. There are 3 regions: San Diego, Southern California, and Northern California.

Included with the LPA are copies of the arbitrators’ application materials, including names of references and evaluations from parties in cases where the arbitrator served. Copies of the arbitrators’ decisions within the last five years are available on the OIA website. Parties then have twenty days to strike four names from the LPA and rank the remaining eight names in order of preference. Under Rule 21, claimants, or respondents with agreement from claimants, may request and receive a ninety day postponement of this twenty day deadline. The OIA then selects an arbitrator to serve on the case using the parties’ selections. Rules 16, 18, and 19 provide more information about selecting a neutral arbitrator.

As an alternative to selecting the neutral arbitrator from the LPA, parties may jointly select any neutral arbitrator of their choosing, subject to the restrictions of California’s Ethics Standards for Neutral Arbitrators in Contractual Arbitration, and as long as that arbitrator agrees to follow the *Rules*. Rule 17 provides more information about joint selection of a neutral arbitrator.

#### **V. Waivers of the \$150 Filing Fee and the Neutral Arbitrator’s Fees and Expenses**

Under California law, the fees and expenses of the neutral arbitrator are divided between the claimants and the respondents. The *Rules* provide ways for claimants to shift that obligation to Kaiser. The *Rules* also allow waiver of the \$150 filing fee for claimants who cannot afford it. Copies of the forms are available from the OIA or on its website. Rules 12, 13, and 15 provide more information about the waivers.

## **EXHIBIT E**

**Lists of Neutral Arbitrators  
on The OIA Panel as of  
December 31, 2018**

## OIA Panel of Neutral Arbitrators

### Northern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Justice	Nat	Anthony	Agliano	(Ret.)
Ms.	Arocles		Aguilar	Esq.
Mr.	Roger	F.	Allen	Esq.
Mr.	Claude	Dawson	Ames	Esq.
Justice	Carl	West	Anderson	(Ret.)
Mr.	J. Randall		Andrade	Esq.
Mr.	Ronald	A.	Arendt	Esq.
Judge	Robert	A.	Baines	(Ret.)
Judge	Joseph	F.	Biafore	Jr., (Ret)
Ms.	Barri	Kaplan	Bonapart	Esq.
Judge	Wayne	D.	Brazil	(Ret.)
Mr.	Robert	J.	Brockman	Esq.
Mr.	Gerald	E.	Brunn	Esq.
Judge	Luis	A.	Cardenas	(Ret.)
Mr.	Jay		Chafetz	Esq.
Mr.	Clayton	E.	Clement	Esq.
Judge	Frank	C.	Damrell	Jr.
Mr.	Gary	S.	Davis	Esq.
Mr.	Thomas	H.R.	Denver	Esq.
Mr.	John	M.	Drath	Esq.
Mr.	Paul	J.	Dubow	Esq.
Judge	Michael	B.	Dufficy	(Ret.)
Mr.	Charles	A.	Dyer	Esq.
Judge	William	J.	Elfving	(Ret.)
Mr.	Joseph		Elie	Esq.
Mr.	Eric	S.	Emanuels	Esq.
Judge	James		Emerson	(Ret.)
Mr.	W. Gregory		Engel	Esq.
Mr.	Steven	R.	Enochian	Esq.
Mr.	Douglas	L.	Field	Esq.
Judge	John	A.	Flaherty	(Ret.)
Judge	Richard	S.	Flier	(Ret.)
Mr.	Mark	B.	Fredkin	Esq.
Mr.	Chuck		Geerhart	Esq.
Ms.	Ruth	V.	Glick	Esq.
Mr.	Stephen	B.	Gorman	Esq.
Mr.	Shirish		Gupta	Esq.
Mr.	Jon	Anders	Hammerbeck	Esq.
Judge	Zerne	P.	Haning	(Ret.)
Mr.	Stephen	S.	Harper	Esq.
Ms.	Catherine	C.	Harris	Esq.
Mr.	William	W.	Haskell	Esq.
Mr.	David	M.	Helbraun	Esq.
Judge	John	F.	Herlihy	
Honorable	George	C.	Hernandez	Jr., (Ret)
Mr.	David	Keith	Hicks	Esq.
Judge	Robert		Hight	(Ret.)
Mr.	Val	D.	Hornstein	Esq.
Mr.	Garry	J.D.	Hubert	Esq.

## OIA Panel of Neutral Arbitrators

### Northern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Mr.	C. Mark		Humbert	Esq.
Judge	David	E.	Hunter	
Judge	Ellen	Sickles	James	(Ret.)
Judge	Ken	M.	Kawaichi	(Ret.)
Judge	Margaret	J.	Kemp	(Ret.)
Judge	Victor	B.	Kenton	
Mr.	Lawrence	E.	Kern	Esq.
Judge	Jack		Komar	(Ret.)
Ms.	Barbara		KongBrown	Esq.
Dr.	Urs	Martin	Laeuchli	Esq.
Mr.	Panos		Lagos	Esq.
Justice	James	R.	Lambden	(Ret.)
Mr.	B. Scott		Levine	Esq.
Mr.	Arnold		Levinson	Esq.
Mr.	Perry	D.	Litchfield	Esq.
Justice	Harry	W.	Low	(Ret.)
Mr.	Robert	S.	Luft	Esq.
Mr.	Kenneth	M.	Malovos	Esq.
Justice	Richard	J.	McAdams	(Ret.)
Mr.	Otis		McGee	Jr., Esq.
Mr.	Brick	E.	McIntosh	Esq.
Mr.	David	J.	Meadows	Esq.
Ms.	Barbara		Monty	Esq.
Mr.	John	Douglas	Moore	Esq.
Justice	Fred	K.	Morrison	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Mr.	Robert	A.	Murray	Esq.
Mr.	Thomas	A.	Paoli	Esq.
Mr.	Herman	D.	Papa	Esq.
Ms.	Julia	J.	Parranto	Esq.
Judge	Lise	A.	Pearlman	(Ret.)
Ms.	Andrea	M.	Ponticiello	Esq.
Judge	Ronald	Steven	Prager	(Ret.)
Judge	Russell	D.	Pulver	(Ret.)
Mr.	Daniel	F.	Quinn	Esq.
Judge	Linda		Quinn	(Ret.)
Mr.	M. Scott		Radovich	Esq.
Mr.	Thomas	D.	Reese	Esq.
Mr.	Shawn		Ridgell	Esq.
Judge	Elaine		Rushing	(Ret.)
Justice	Ignazio	John	Ruvolo	(Ret.)
Judge	Bonnie		Sabraw	(Ret.)
Judge	Ann	Elizabeth	Sarli	(Ret.)
Mr.	Paul	S.	Silver	Esq.
Mr.	Robert	M.	Slattery	Esq.
Mr.	Douglas	L.	Smith	Esq.
Justice	William	D.	Stein	
Judge	Donald	J.	Sullivan	
Professor	Jon	H.	Sylvester	

**OIA Panel of Neutral Arbitrators****Northern California**

Title	First	Middle	Last	Suffix
Mr.	William Zak		Taylor	Esq.
Judge	John	M.	TRUE	(Ret.)
Honorable	Nandor		Vadas	(Ret.)
Judge	Brian	R.	VanCamp	
Mr.	Gregory	D.	Walker	Esq.
Mr.	John	S.	Warnlof	Esq.
Judge	Rebecca		Westerfield	
Mr.	Matthew	N.	White	Esq.
Mr.	Richard	M.	Williams	Esq.
Mr.	W. Bruce		Wold	Esq.
Judge	Charlotte	Walter	Woolard	
Mr.	Otis	Philip	Young	Esq.

# OIA Panel of Neutral Arbitrators

## Southern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Judge	Frederick	P.	Aguirre	(Ret.)
Judge	James		Albracht	(Ret.)
Mr.	Robert	S.	Amador	Esq.
Mr.	Maurice	J.	Attie	Esq.
Mr.	Robert	M.	Bennett	Esq.
Mr.	Byron		Berry	Esq.
Judge	Joseph	F.	Biafore	Jr., (Ret)
Mr.	Michael	J.	Bonesteel	Esq.
Mr.	Viggo		Boserup	Esq.
Judge	David	H.	Brickner	(Ret.)
Mr.	Gerald	E.	Brunn	Esq.
Ms.	Adriana	M.	Burger	Esq.
Judge	Luis	A.	Cardenas	(Ret.)
Mr.	Richard	A.	Carrington	Esq.
Judge	Rosalyn	M.	Chapman	
Judge	Eli		Chernow	(Ret.)
Judge	Dennis	Sheldon	Choate	(Ret.)
Judge	Jacqueline		Connor	
Judge	Chris	R.	Conway	(Ret.)
The Hon.	Jaime	R.	Corral	(Ret.)
Mr.	Donald	B.	Cripe	Esq.
Judge	Lawrence	W.	Crispo	(Ret.)
Mr.	Gary	S.	Davis	Esq.
Mr.	Dan	H.	Deuprey	Esq.
Justice	Robert	R.	Devich	(Ret.)
Mr.	Robert	N.	Dobbins	Esq.
Judge	Anthony	B.	Drewry	(Ret.)
Mr.	James	M.	Eisenman	Esq.
Judge	William	J.	Elfving	(Ret.)
Mr.	Eric	S.	Emanuels	Esq.
Mr.	Randolph	M.	Even	Esq.
Judge	Joyce	K.	Fahey	(Ret.)
Mr.	Barry	A.	Fisher	Esq.
Mr.	Thomas	I.	Friedman	Esq.
Judge	Arnold	H.	Gold	(Ret.)
Mr.	Darryl		Graver	Esq.
Judge	Margaret		Grignon	(Ret.)
Mr.	Jon	Anders	Hammerbeck	Esq.
Mr.	Robert	T.	Hanger	Esq.
Ms.	Catherine	C.	Harris	Esq.
Judge	John	F.	Herlihy	
Judge	Joe	W.	Hilberman	(Ret.)
Judge	David	Allen	Horowitz	(Ret.)
Judge	James	A.	Jackman	(Ret.)
Judge	C. Robert		Jameson	(Ret.)
Judge	Michael	M.	Johnson	(Ret.)
Mr.	Kevin	M.	Kallberg	Esq.
Judge	Craig	S.	Kamansky	(Ret.)
Judge	Burton	S.	Katz	(Ret.)
Judge	Andrew	C.	Kauffman	(Ret.)
Judge	Victor	B.	Kenton	

# OIA Panel of Neutral Arbitrators

## Southern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Judge	Jack		Komar	(Ret.)
Ms.	Wendy		Kramer	Esq.
Judge	Owen	Lee	Kwong	(Ret.)
Judge	Michael	A.	Latin	
Judge	Robert	M.	Letteau	(Ret.)
Mr.	B. Scott		Levine	Esq.
Mr.	Philip	R.	LeVine	Esq.
Mr.	Leonard	S.	Levy	Esq.
Judge	Michael	D.	Marcus	(Ret.)
Honorabl	Marc		Marmaro	(Ret.)
Justice	Richard	J.	McAdams	(Ret.)
Judge	Rita		Miller	
Judge	Jamoa	A.	Moberly	(Ret.)
Judge	Wendell		Mortimer	(Ret.)
Judge	Gregory		Munoz	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Judge	Jack	M.	Newman	(Ret.)
Judge	Benny	C.	Osorio	(Ret.)
Ms.	Natalie		PanossianBassle	Esq.
Mr.	Charles	B.	Parselle	Esq.
Judge	Victor		Person	(Ret.)
Judge	Wayne	L.	Peterson	(Ret.)
Mr.	Alexander	S.	Polsky	Esq.
Judge	Ronald	Steven	Prager	(Ret.)
Judge	Russell	D.	Pulver	(Ret.)
Judge	Linda		Quinn	(Ret.)
Judge	Sheridan		Reed	(Ret.)
Mr.	Robert	A.	Rees	Esq.
Ms.	Barbara		Reeves	Esq.
Mr.	Roy	G.	Rifkin	Esq.
Judge	Michelle	R.	Rosenblatt	(Ret.)
Mr.	Gene	E.	Royce	Esq.
Judge	Charles	G.	Rubin	(Ret.)
Dr.	Lawrence	J.	Rudd	Esq.
Judge	Michael	B.	Rutberg	(Ret.)
Mr.	Daniel	R.	Saling	Esq.
Judge	Ann	Elizabeth	Sarli	(Ret.)
Mr.	Michael	F.	Saydah	Esq.
Ms.	Jan	Frankel	Schau	Esq.
Judge	Patricia		Schnegg	(Ret.)
Judge	Keith		Schulner	(Ret.)
Judge	Mary	Fingal	Schulte	(Ret.)
Judge	Clay	M.	Smith	(Ret.)
Judge	James	L.	Smith	(Ret.)
Judge	Michael	C.	Solner	
Judge	Bruce	J.	Sottile	(Ret.)
Judge	James	A.	Steele	
Judge	Richard	A.	Stone	(Ret.)
Ms.	Dana		Susson	Esq.
Judge	Robert	W.	Thomas	(Ret.)
Judge	David	C.	Velasquez	(Ret.)

**OIA Panel of Neutral Arbitrators**

**Southern California**

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Judge	John	Leo	Wagner	(Ret.)
Judge	H. Stuart		Waxman	(Ret.)
Mr.	Thomas		Weaver	Esq.
Judge	Rebecca		Westerfield	
Mr.	Garry	W.	Williams	Esq.
Mr.	Joseph		Winter	Esq.
Ms.	Deborah	Z.	Wissley	Esq.
Mr.	Laurence	Y.	Wong	Esq.
Judge	Charlotte	Walter	Woolard	
Mr.	Michael	D.	Young	Esq.
Judge	Eric	E.	Younger	(Ret.)
Mr.	Shep	Alan	Zebberman	Esq.

## OIA Panel of Neutral Arbitrators

### San Diego

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Mr.	Marc	D.	Adelman	Esq.
Judge	Frederick	P.	Aguirre	(Ret.)
Mr.	Robert	M.	Bennett	Esq.
Mr.	Byron		Berry	Esq.
Judge	Joseph	F.	Biafore	Jr., (Ret)
Mr.	Viggo		Boserup	Esq.
Judge	David	H.	Brickner	(Ret.)
Ms.	Adriana	M.	Burger	Esq.
Judge	Luis	A.	Cardenas	(Ret.)
Judge	Rosalyn	M.	Chapman	
Judge	Chris	R.	Conway	(Ret.)
Judge	Patricia	Ann Yim	Cowett	(Ret.)
Judge	Lawrence	W.	Crispo	(Ret.)
Mr.	Gary	S.	Davis	Esq.
Mr.	Dan	H.	Deuprey	Esq.
Mr.	Robert	N.	Dobbins	Esq.
Judge	Anthony	B.	Drewry	(Ret.)
Judge	William	J.	Elfving	(Ret.)
Mr.	Eric	S.	Emanuels	Esq.
Mr.	Thomas	I.	Friedman	Esq.
Mr.	Thomas	E.	Gniatkowski	Esq.
Mr.	Darryl		Graver	Esq.
Judge	Margaret		Grignon	(Ret.)
Mr.	Shirish		Gupta	Esq.
Mr.	Jon	Anders	Hammerbeck	Esq.
Mr.	Robert	T.	Hanger	Esq.
Ms.	Catherine	C.	Harris	Esq.
Judge	Charles	R.	Hayes	
Judge	John	F.	Herlihy	
Judge	Herbert	B.	Hoffman	(Ret.)
Mr.	Lawrence	A.	Huerta	Esq.
Judge	James	A.	Jackman	(Ret.)
Judge	Anthony	C.	Joseph	(Ret.)
Judge	Victor	B.	Kenton	
Judge	Jack		Komar	(Ret.)
Judge	Michael	A.	Latin	
Mr.	B. Scott		Levine	Esq.
Mr.	Thomas	L.	Marshall	Esq.
Judge	Robert	E.	May	(Ret.)
Mr.	Monty	A.	McIntyre	Esq.
Mr.	Cary	W.	Miller	Esq.
Judge	Jamoa	A.	Moberly	(Ret.)
Judge	David	B.	Moon	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Judge	Thomas	P.	Nugent	(Ret.)
Mr.	Dale	E.	Ordas	Esq.
Judge	Wayne	L.	Peterson	(Ret.)
Mr.	Gregory	A.	Post	Esq.
Judge	Ronald	Steven	Prager	(Ret.)
Judge	Russell	D.	Pulver	(Ret.)
Judge	Linda		Quinn	(Ret.)
Judge	Sheridan		Reed	(Ret.)

**OIA Panel of Neutral Arbitrators**

**San Diego**

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Ms.	Barbara		Reeves	Esq.
Mr.	Charles	D.	Richmond	Esq.
Mr.	Gene	E.	Royce	Esq.
Dr.	Lawrence	J.	Rudd	Esq.
Justice	William	F.	Rylaarsdam	(Ret.)
Mr.	Robert	F.	SaintAubin	Esq.
Judge	Ann	Elizabeth	Sarli	(Ret.)
Mr.	Michael	F.	Saydah	Esq.
Judge	Mary	Fingal	Schulte	(Ret.)
Mr.	Thomas	E.	Sharkey	Esq.
Judge	Clay	M.	Smith	(Ret.)
Ms.	Dana		Susson	Esq.
Judge	David	C.	Velasquez	(Ret.)
Judge	John	Leo	Wagner	(Ret.)
Judge	Rebecca		Westerfield	
Mr.	Garry	W.	Williams	Esq.
Judge	Charlotte	Walter	Woolard	

## **EXHIBIT F**

### **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 G**

### **List of 2018 Awards to Claimants and to Kaiser**

## **List of 2018 Awards to Claimants**

<b>Case Number (not actual OIA case number)</b>	<b>Amount of Awards</b>	<b>Month/Year</b>
1	\$853,330.41	01/18
2	\$250,000.00	03/18
3	\$101,102.95	04/18
4	\$949,327.00	04/18
5	\$4,500.00	05/18
6	\$350,000.00	05/18
7	\$506,717.10	06/18
8	\$411,142.00	10/18
9	\$382,500.00	10/18
10	\$301,840.00	10/18
11	\$517,546.00	10/18
12	\$3,469,778.00	10/18
13	\$586,146.06	10/18
14	\$1,510,903.00	12/18
15	\$80,000.00	12/18

## **List of 2018 Lien Awards to Kaiser**

<b>Case Number (not actual OIA case number)</b>	<b>Amount of Awards</b>	<b>Month/Year</b>
1	\$40,805.00	07/18

## **EXHIBIT H**

### **Pro Per and Attorney Evaluations of Neutral Arbitrators**



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: 1/1/2018 through 12/31/2018

## **General Counts**

	<u>Sent</u>	<u>Received</u>	<u>Percent</u>
Total Count of Evaluations	346	109	32%
Count of Pro Pers	82	6	7%
Count of Claimant Counsel	91	26	29%
Count of Respondents	173	73	42%
Count of Anonymous		4	

## **Counts of Received**

	<u>By Disposition</u>			<u>How NA Chosen</u>	
Withdrawn	3	Hearing - Claimant	14	Joint	26
Settled	14	Hearing - Respondent	21	Strike and Rank	72
Dismissed by NA	11	Hearing	0		<u>Blanks</u>
MSJ	31	Other	7	Blank	0

## Claimant and Attorney Evaluations of Neutrals; Statistical Summary of 2018 Responses

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
<b>Unidentified Count</b>	4	4	4	3	4	4	4	4	3	2	2	4	
<b>Unidentified Average</b>	3.0	4.0	4.3	3.7	4.0	3.3	4.0	4.3	4.3	5.0	5.0	3.0	4.0
<b>Claimant Attorney Count</b>	26	26	25	25	24	23	23	20	6	6	6	25	
<b>Claimant Attorney Average</b>	4.5	4.8	4.7	4.9	4.7	4.6	4.3	4.8	5.0	4.8	5.0	4.3	4.7
<b>Pro Per Count</b>	6	6	5	5	4	5	5	4	4	2	3	4	
<b>Pro Per Average</b>	1.8	3.2	2.6	1.5	2.4	1.4	1.5	2.8	4.0	1.7	1.7	1.5	2.2
<b>Respondent Count</b>	73	73	73	71	71	70	69	63	72	72	71	71	
<b>Respondent Average</b>	4.9	4.9	4.8	4.9	4.8	4.9	4.9	4.9	4.8	4.8	4.8	4.8	4.8
<b>Total Count</b>	109	109	108	107	103	104	102	100	90	82	83	104	
<b>Total Average</b>	4.6	4.8	4.7	4.7	4.7	4.6	4.6	4.6	4.7	4.8	4.7	4.5	4.7

**Party Evaluations - Questions 2, 5, 7, and 11**  
**2018 Responses**

Count	Disposition	Treated Parties with Respect	Explained Procedures Clearly	Knew the Facts of the Case	Would Recommend NA
		Q2	Q5	Q7	Q11
35	<b>Decided After Hearing Count</b>	35	35	34	33
	<b>Decided After Hearing Average</b>	4.9	4.8	4.7	4.5
	<b>Decided After Hearing Min</b>	1.0	1.0	1.0	1.0
	<b>Decided After Hearing Max</b>	5.0	5.0	5.0	5.0
31	<b>Decided After MSJ Count</b>	31	31	30	30
	<b>Decided After MSJ Average</b>	4.9	4.8	4.7	4.7
	<b>Decided After MSJ Min</b>	4.0	1.0	1.0	1.0
	<b>Decided After MSJ Max</b>	5.0	5.0	5.0	5.0
11	<b>Dismissed by NA Count</b>	11	11	10	10
	<b>Dismissed by NA Average</b>	4.2	4.2	3.9	4.1
	<b>Dismissed by NA Min</b>	1.0	1.0	1.0	1.0
	<b>Dismissed by NA Max</b>	5.0	5.0	5.0	5.0
14	<b>Settled Count</b>	14	10	10	14
	<b>Settled Average</b>	4.7	4.7	4.5	4.5
	<b>Settled Min</b>	3.0	3.0	3.0	3.0
	<b>Settled Max</b>	5.0	5.0	5.0	5.0
3	<b>Withdrawn Count</b>	3	3	3	3
	<b>Withdrawn Average</b>	5.0	3.7	3.7	3.7
	<b>Withdrawn Min</b>	1.0	1.0	1.0	1.0
	<b>Withdrawn Max</b>	5.0	5.0	5.0	5.0
8	<b>Unidentified Count</b>	7	7	7	7
	<b>Unidentified Average</b>	4.6	4.4	4.4	4.4
	<b>Unidentified Min</b>	2.0	1.0	1.0	1.0
	<b>Unidentified Max</b>	5.0	5.0	5.0	5.0
7	<b>Other Count</b>	7	7	6	7
	<b>Other Average</b>	4.9	4.9	4.7	4.4
	<b>Other Min</b>	4.0	4.0	3.0	3.0
	<b>Other Max</b>	5.0	5.0	5.0	5.0
109	<b>Total Count</b>	108	104	100	104
	<b>Total Average</b>	4.8	4.7	4.6	4.5
	<b>Total Min</b>	1.0	1.0	1.0	1.0
	<b>Total Max</b>	5.0	5.0	5.0	5.0

## **EXHIBIT I**

### **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  
3580 Wilshire Boulevard, Suite 2020  
Los Angeles, California 90010

**Neutral Arbitrator:** [REDACTED]

**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 Agree                  4                  3                  2                  1 Disagree                  N/A

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 Agree                  4                  3                  2                  1 Disagree                  N/A

Please comment:

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

5 Agree                  4                  3                  2                  1 Disagree                  N/A

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):

manner of neutral arbitrator's appointment       the system's rules overall  
 early management conference       hearing within 18 months  
 availability of expedited procedures       availability of complex/extraordinary procedures  
 award within 15 business days of closure of  
hearing       other (please describe): \_\_\_\_\_  
 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):

manner of neutral arbitrator's appointment       the system's rules overall  
 early management conference       hearing within 18 months  
 availability of expedited procedures       availability of complex/extraordinary procedures  
 award w/in 15 business days of closure of  
hearing       other (please describe): \_\_\_\_\_  
 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***

***1/1/2018 - 12/31/2018***

<b><i>Disposition</i></b>	<b><i>Count</i></b>	<b><i>Percent</i></b>
Unidentified	10	5.88 %
Decided After Hearing	40	23.53 %
Decided After MSJ	73	42.94 %
Dismissed by NA	18	10.59 %
Settled	25	14.71 %
Withdrawn	4	2.35 %
<b><i>Total</i></b>	<b><i>170</i></b>	

**Count of Blank Questionnaires      1**

## Neutral Arbitrator Questionnaire - Responses to Questions 1 thru 3 - 2018 Responses

Count	Disposition	Procedures Worked Well	Would Participate Again	OIA Responsive Questions/Concerns
		Q1	Q2	Q3
40	<b>Decided After Hearing Count</b>	40	40	28
	<b>Decided After Hearing Average</b>	4.8	4.8	4.8
	<b>Decided After Hearing Min</b>	3.0	3.0	3.0
	<b>Decided After Hearing Max</b>	5.0	5.0	5.0
73	<b>Decided After MSJ Count</b>	73	73	59
	<b>Decided After MSJ Average</b>	4.7	4.8	4.8
	<b>Decided After MSJ Min</b>	2.0	2.0	3.0
	<b>Decided After MSJ Max</b>	5.0	5.0	5.0
18	<b>Dismissed by NA Count</b>	18	18	15
	<b>Dismissed by NA Average</b>	4.8	4.9	4.9
	<b>Dismissed by NA Min</b>	3.0	3.0	3.0
	<b>Dismissed by NA Max</b>	5.0	5.0	5.0
25	<b>Settled Count</b>	25	24	11
	<b>Settled Average</b>	4.8	5.0	5.0
	<b>Settled Min</b>	3.0	4.0	5.0
	<b>Settled Max</b>	5.0	5.0	5.0
4	<b>Withdrawn Count</b>	4	4	2
	<b>Withdrawn Average</b>	4.8	5.0	4.5
	<b>Withdrawn Min</b>	4.0	5.0	4.0
	<b>Withdrawn Max</b>	5.0	5.0	5.0
10	<b>Unidentified Count</b>	9	9	4
	<b>Unidentified Average</b>	5.0	5.0	5.0
	<b>Unidentified Min</b>	5.0	5.0	5.0
	<b>Unidentified Max</b>	5.0	5.0	5.0
170	<b>Total Count</b>	169	168	119
	<b>Total Average</b>	4.8	4.9	4.9
	<b>Total Min</b>	2.0	2.0	3.0
	<b>Total Max</b>	5.0	5.0	5.0

**NA Questionnaire / Count of Questions 4-5****1/1/2018 - 12/31/2018**

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	115	2
b) Early management conference	103	2
c) Availability of expedited procedures	55	0
d) Award within 15 business day of hearing	46	10
e) Claimant's ability to have respondent pay cost of neutral arbitrator	105	0
f) The system's rules overall	121	5
g) Hearing within 18 months	55	3
h) Availability of complex/extraordinary procedures	43	0
i) Other	14	3
<b>Total</b>	<b>657</b>	<b>25</b>

## NA Questionnaire - Results of Question 6

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?

<b>Role</b>	<b>Made Comparison</b>	<b>Better</b>	<b>Worse</b>	<b>About the Same</b>
	10	9	0	1
Attorney	19	17	1	1
Claimant Attorney	5	3	1	1
Judge	52	29	0	23
Mediator	4	1	0	3
Neutral Arbitrator	3	3	0	0
Respondent Attorney	11	3	0	8
Total	104	65	2	37

## **EXHIBIT J**

### **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: 1/1/2018 through 12/31/2018

## General Counts

	<u>Sent</u>	<u>Received</u>	<u>Percent</u>
Total Count of Evaluations	1,072	234 *	22%
Count of Pro Pers	136	15	11%
Count of Claimant Counsel	400	92	23%
Count of Respondents	536	112	21%
Count of Unidentified		15	

## Counts of Received

	<u>By Disposition</u>		<u>How NA Chosen</u>	
Withdrawn	2	Hearing - Claimant	12	Joint 26
Settled	10	Hearing - Respondent	19	Strike and Rank 54
Dismissed by NA	8	Hearing	0	<u>Blanks</u>
MSJ	26	Other	4	Blank 5

\*6 of these are Blank

## Evaluations of OIA Procedures and Rules - Questions 1 thru 3

### 2018 Responses by Role

Count	Role	Procedures Worked Well Q1	Obtaining Medical Records Worked Well Q2	OIA Responsive Questions/Concerns Q3
92	<b>Claimant Attorney Count</b>	86	68	73
	<b>Claimant Attorney Average</b>	4.3	4.2	4.6
15	<b>Pro Per Count</b>	15	12	12
	<b>Pro Per Average</b>	2.2	2.3	3.7
112	<b>Respondent Count</b>	110	80	99
	<b>Respondent Average</b>	4.9	4.9	4.9
15	<b>Unidentified Count</b>	15	13	14
	<b>Unidentified Average</b>	4.7	5.0	4.7
234	<b>Total Count</b>	226	173	198
	<b>Total Average</b>	4.5	4.5	4.7

**Evaluations of OIA Procedures and Rules - Questions 1 thru 3**  
**2018 Responses by Disposition**

Count	Disposition	Procedures Worked Well Q1	Obtaining Medical Records Worked Well Q2	OIA Responsive Questions/Concerns Q3
31	<b>Decided After Hearing Count</b>	30	27	24
	<b>Decided After Hearing Average</b>	4.6	4.4	4.7
26	<b>Decided After MSJ Count</b>	25	21	23
	<b>Decided After MSJ Average</b>	4.6	4.8	4.8
8	<b>Dismissed by NA Count</b>	8	8	6
	<b>Dismissed by NA Average</b>	4.0	4.0	4.5
10	<b>Settle Count</b>	8	6	7
	<b>Settle Average</b>	4.4	3.7	4.0
4	<b>Other Count</b>	3	3	3
	<b>Other Average</b>	5.0	5.0	5.0
2	<b>Withdrawn Count</b>	1	1	1
	<b>Withdrawn Average</b>	5.0	5.0	5.0
153	<b>Unidentified Count</b>	151	107	134
	<b>Unidentified Average</b>	4.5	4.5	4.8
234	<b>Total Count</b>	226	173	198
	<b>Total Average</b>	4.5	4.5	4.7

## 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	72	37	3	32
Pro Per	1	0	1	0
Respondent	83	56	2	25
Unidentified	5	3	0	2
Total	161	96	6	59

## **EXHIBIT K**

**Kaiser Arbitration Oversight Board  
Comments on the Annual Report for 2018**

# **KAISER ARBITRATION OVERSIGHT BOARD**

## **Board Comments on the Annual Report for 2018**

### **INTRODUCTION:**

The Annual Report is a key document that is published on the Office of the Independent Administrator's (OIA) website ([www.oia-kaiserbard.com](http://www.oia-kaiserbard.com)) and provides for interested parties and the public at- large, current quantitative and qualitative information about the functioning of the Kaiser arbitration system during the preceding calendar year with comparisons to previous years and commentary about significant trends. This Report provides insight into the continuing evolution of the System and an opportunity for the Independent Administrator, Kaiser Administration, the Oversight Board and, by extension, interested members of the public, to assess how well the Kaiser Arbitration System is meeting its goal for fair, timely and a cost effective operation while maintaining the privacy of its members.

The Arbitration Oversight Board (AOB) has the responsibility to review this document for both clarity and completeness. For this purpose, a draft of the 2018 Annual Report was distributed to the Board at the end of February 2019 and discussed at length during the Board's March 21, 2019 Meeting. The Board offered comments, suggested edits, as well as made recommendations regarding the draft that the Independent Administrator took under consideration and, according to her best judgment subsequently incorporated into this final report. Thus, it is the conclusion of the Kaiser Oversight Board that this Report is a thorough and accurate presentation of the performance of the Kaiser Arbitration System for the 2018 calendar year.

### **SELECTED MEASURES OF PERFORMANCE:**

On a quarterly basis, the AOB receives reports on performance metrics of the Arbitration System. Please note that the accumulated performance metrics for calendar year 2018 are detailed in this Annual Report. Such areas include:

- The number of demands for arbitration decreased by 81, from 2017
- Cases Closed, on average, in 343 days, 25 days less than in 2017. Eighty-eight percent (88%) of the cases closed within 18 months (the deadline for "regular" cases) and Sixty-one percent (61%) closed in a year or less
- The Pool of Neutrals consists of 225 Neutrals, 3 fewer than in 2017. Forty-one (41%) of them, or 93, are Retired Judges.
- Evaluations: Responding Parties gave their Neutral Arbitrators and the OIA System positive evaluations. The Neutrals scored an average of 4.5, on a scale of 5.0. The OIA and the Arbitration System scored a bit higher, 4.9 on a 5.0 scale, indicating that the OIA accommodated their questions and concerns, as well as reflecting positively on their experience in the Arbitration System.

## **PERSONNEL CHANGES:**

In 2018, the AOB Membership saw three esteemed members retired: Cornelius Hopper, MD, Vice President for Health Affairs, *Emeritus*, of the University of California System, Oakland, in March having served as both Vice Chair and Chair since the AOB's inception (2001); Steven Zatkin, SVP and General Counsel for Kaiser Foundation Hospitals and a Board Member since 2012, both of whom retired in March and The Honorable Cruz Reynoso, Professor of Law, *Emeritus*, King Hall School of Law, University of California, Davis, retired in June, after serving on the AOB since its inception (2001).

The Executive Committee was successful in having 5 New Members join the AOB in 2018: Carlos Camacho, Grant Director for Orange County Labor Federation, AFL-CIO; Kennedy Richardson, retired Litigation Practice Manager, Kaiser Foundation Health Plan; and John Swartzberg, MD, Clinical Professor, *Emeritus*, University of California Berkeley School of Public Health, each of whom joined the AOB in June. Margaret B. Martinez, CEO of Community Health Alliance of Pasadena, joined in September. The Honorable Carlos R. Moreno, former California Supreme Court Justice, joined in December.

The Membership of the AOB reflects, on an ongoing basis, representatives from Kaiser Health Care, Kaiser Permanente, Employers- Purchasers of Kaiser Services, Consumer Advocacy, Plaintiff and Defense Bar, as well as representatives from the community at large, all of which is consistent with the Blue Ribbon Panel recommendations in their January 1998 Report.

## **ADDENDUM:**

### **Essential Elements of a Model Arbitration System**

At an earlier 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 following were thought to be the essential elements, and it is useful to have these features of a model system in mind when reading the Annual Report and reviewing the Kaiser Arbitration system.

**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 system has oversight and governance by a body that reflects 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 and experienced arbitrators who are selected through a process consciously designed to avoid bias. Parties evaluate the arbitrators, anonymously, in questionnaire surveys.

**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 the participants conducted with appropriate anonymity. Arbitrators are routinely evaluated by the parties.

**COST EFFECTIVENESS:** The costs of arbitrations are tracked whenever 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.

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

**AUDIT:** The data recorded and reported by the 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.

**CULTURAL SENSITIVITY:** The system seeks diversity in its arbitrator pool. Information to claimants is provided in multiple languages and in non-technical vocabulary. Interpreters are provided without charge if needed.

**CONTINUOUS IMPROVEMENT:** Administration of the arbitration system strives for continuous improvement, guided by the evaluation conducted, the performance measures conducted, and constructive oversight.