

# **EXHIBIT A**

## **Description of OIA Staff**

## Description of OIA Staff

**Marcella A. Bell, Esq., Independent Administrator.** 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, emails and 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 meets with Ms. O'Neal and Ms. Armas monthly regarding the status of cases, and she 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, emails and speaks with neutral arbitrators about their selection and the progress of their cases, and answers substantive questions from claimants and attorneys. She processes new demands for arbitration and enters information about them into the OIA's computer database. 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. Ms. Holler enters all of the responses to the questionnaires and evaluations of neutral arbitrators into a database. She also maintains the neutral arbitrator electronic files, including updating applications with awards, decisions, and evaluations of neutral arbitrators.

**Vivian Arroyo, Administrative Assistant.** 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 running random lotteries to create the lists of possible arbitrator (“LPA”), which she emails to the parties. She sends emails regarding the filing fee and confirming the granting of 90 day postponements with new due dates. She assists Ms. O’Neal and Ms. Armas with the neutral arbitrator selection process, including generating reports to comply with both notice and disclosure requirements of the Ethics Standards. Ms. Arroyo responds to emails and telephone calls from lawyers, claimants, and the public. She is fluent in Spanish.

**Lynda Tutt, Administrative 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 working for law firms. She worked for the Hartmann firm from 1995 to 2003, and the Oxborough firm from 2003 to March 2015. Ms. Tutt responds to emails and telephone calls from lawyers, claimants, and the public. She sends emails reminding parties and neutrals of deadlines, signed waiver forms to neutral arbitrators and parties, and follow up emails regarding payment of filing fees. 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, emails and speaks with neutral arbitrators about their selection and the progress of their cases, and answers substantive questions from claimants and attorneys. She processes new demands for arbitration and enters information about them into the OIA’s computer database. She emails letters to neutral arbitrators confirming their selection. 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 monitors the progress of cases open more than 15 months. She is fluent in Spanish.

# **EXHIBIT B**

## **Rules for Kaiser Permanente Member Arbitrations Administered by the Office of the Independent Administrator, Amended as of January 1, 2020**

**RULES FOR KAISER PERMANENTE MEMBER  
ARBITRATIONS**

**ADMINISTERED BY**

**THE OFFICE OF THE INDEPENDENT ADMINISTRATOR**

**AMENDED AS OF JANUARY 1, 2020**

## TABLE OF CONTENTS

<b>A.</b>	<b>GENERAL RULES</b> .....	1
1.	Goal .....	1
2.	Administration of Arbitration .....	1
3.	Confidentiality .....	1
4.	Code of Ethics .....	1
5.	Meaning of Arbitrator .....	1
6.	Authority of Arbitrators .....	1
7.	Contents of the Demand for Arbitration .....	1
8.	Serving Demand for Arbitration .....	2
9.	Serving Other Documents .....	2
10.	Representation .....	3
<b>B.</b>	<b>RULES ON COMMENCEMENT OF ARBITRATION AND SELECTION OF ARBITRATORS</b> .....	3
11.	Initiation of Arbitration .....	3
12.	Filing Fee .....	3
13.	Waiver of Filing and Neutral Arbitrator Fees .....	4
14.	Number of Arbitrators .....	4
15.	Payment of Neutral Arbitrator Fees and Expenses .....	5
16.	List of Possible Arbitrators .....	6
17.	Joint Selection of the Neutral Arbitrator .....	6
18.	Selection of the Neutral Arbitrator When the Parties Do Not Agree .....	7
19.	Acceptance by the Neutral Arbitrator .....	8
20.	Disclosure and Challenge .....	8
21.	Postponement of Selection of Neutral Arbitrator .....	8
22.	Selection of the Party Arbitrator .....	9
23.	Appointment of Chairperson .....	9
<b>C.</b>	<b>RULES FOR REGULAR PROCEDURES</b> .....	9
24.	Deadline for Closing Cases .....	9
25.	Arbitration Management Conference .....	10

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

52.	<b>Acknowledgment of No Warranty</b> . . . . .	18
53.	<b>Public Reporting</b> . . . . .	18
54.	<b>Legal Advice</b> . . . . .	19

## **A. GENERAL RULES**

### **1. Goal**

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

### **2. Administration of Arbitration**

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

### **3. Confidentiality**

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

### **4. Code of Ethics**

All Neutral Arbitrators 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.  
Legal Department  
1950 Franklin Street, 17th Floor  
Oakland, CA 94612

Service on that Respondent shall be deemed completed when received.

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

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

Service on that Respondent shall be deemed completed when received.

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

## **9. Serving Other Documents**

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

Office of the Independent Administrator for the  
Kaiser Foundation Health Plan, Inc.  
635 S. Hobart Blvd., #A35  
Los Angeles, CA 90005

or

Fax: 213-637-8658

or

Email: oia@oia-kaiserarb.com.

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

## 10. Representation

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

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

### 11. Initiation of Arbitration

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

### 12. Filing Fee

- a. Claimant(s) seeking arbitration shall pay a single, non-refundable, filing fee of \$150 per arbitration payable to "Arbitration Account" regardless of the number of claims asserted in the Demand for Arbitration or the number of Claimants or Respondents named in the Demand for Arbitration.
- b. **The Independent Administrator will waive the filing fee for Claimant(s) who submit forms that show that the Claimants' gross monthly income is less than 300 percent of the federal poverty guidelines. A copy of this form may be obtained from the Independent Administrator. Claimants should not serve a copy of this form on Respondent(s).**
- c. If Claimant(s) wishes to have both the filing fee and the Neutral Arbitrators' fees waived, the Claimant(s) should follow the procedure set out in Rule 13. If Claimant(s) wishes only to avoid paying the fees for the Neutral Arbitrator, but can afford the filing fee or has received a waiver under 12.b, the Claimant(s) should follow the procedure set out in Rule 15.

- d. If a Claimant(s) fails to pay the filing fee or obtain a waiver of that fee within seventy-five (75) days of the date of the Transmission Form, the Independent Administrator will not process the Demand and it shall be deemed abandoned.
- e. While the filing fee is normally non-refundable, if Claimant(s) has paid the filing fee with the Demand for Arbitration before receiving notice of the opportunity to have it waived, the Independent Administrator will refund the fee if it receives a completed waiver form within seventy-five (75) days of the date of the Transmission Form and grants the waiver.

### **13. Waiver of Filing and Neutral Arbitrator Fees**

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

### **14. Number of Arbitrators**

- a. If the Demand for Arbitration seeks total damages of \$200,000 or less, the dispute shall be heard and determined by one Neutral Arbitrator, unless the Parties otherwise agree in writing, 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 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, 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 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 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 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**

- a. Unless Rule 24.b, 24.c, or 33 applies, a case must close 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 in less time than the maximums set forth in the Rules, if that is consistent with a just and fair result.
- b. If a case is designated complex, it must close within 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 agree and sign the Designation of Complex Arbitration Form. 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 extraordinary, it may close after 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 extraordinary by order of the Neutral Arbitrator, or if all the unrepresented Parties, counsel, and Neutral Arbitrator agree and sign the Designation of Extraordinary Arbitration Form. 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.
- d. It is the Neutral Arbitrator's responsibility to set a hearing date and to ensure that the case 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 a case. 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.
- 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.

## **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.
- 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 postponement of an Arbitration Hearing shall be requested either orally or in writing from the Neutral Arbitrator. In addition,
  - i. The request shall set out good cause for the postponement and the other party shall have the opportunity to oppose the request.
  - ii. The Neutral Arbitrator must issue a written order that either denies or grants the request for postponement, states who made the request, 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, the order must state the date to which the hearing has been postponed.

- iii. If the request 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 to permit the Parties to submit post-hearing briefs or documents. 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 are to be submitted, the Arbitration Hearing will be deemed closed on the date set for the submission. If a Party fails to submit the briefs or documents 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 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, absent good cause or by the Parties' stipulation as approved by the Neutral Arbitrator.
  - d. 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.
  - e. 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 Neutral Arbitrator selection procedures set out in these Rules shall be followed with the following exceptions:
  - i. Prior to appointment of the Neutral Arbitrator, the Independent Administrator shall assure the selected Neutral Arbitrator is available to issue an Award within the period required and to accommodate the necessity of the Expedited Procedures; and,
  - ii. No ninety (90) day postponement pursuant to Rule 21 shall be allowed by the Independent Administrator; and
  - iii. Notwithstanding Rule 27(a) allowance for objection to commencement of discovery until the Neutral Arbitrator has been appointed, discovery may commence immediately upon notification

of the Independent Administrator's decision that Expedited Procedures are necessary.

**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 Neutral Arbitrator may use the Arbitration Award Form.
  - 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 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 complete and return them.

**50. Amendment of Rules**

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

**51. Conflict with Law**

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

**52. Acknowledgment of No Warranty**

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

**53. Public Reporting**

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

## 54. Legal Advice

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

### **If You Do Not Have An Attorney**

#### **What are my responsibilities when proceeding without a lawyer?**

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

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

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

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

#### **What is the Office of the Independent Administrator?**

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

#### **What is arbitration?**

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

### **Are arbitration and mediation different?**

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

### **What is discovery?**

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

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

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

### **Are any other expert witnesses needed?**

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

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

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-kaiserarb.com](http://www.oia-kaiserarb.com)

# **EXHIBIT C**

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

# **Resume of Annette Carnegie**

# ANNETTE CARNEGIE

510-987-3546

[annette.p.carnegie@kp.org](mailto:annette.p.carnegie@kp.org)

## EXPERIENCE

2014 –PRESENT

### **LEAD DIVISION COUNSEL, KAISER FOUNDATION HEALTH PLAN**

Management of large portfolio of professional and general liability claims in several states; supervise claims examiners and attorneys; advise on organizational risk issues; lead internal investigations

2008 – 2014

### **SENIOR COUNSEL, KAISER FOUNDATION HEALTH PLAN**

Manage complex litigation including class actions; provide legal support for several business functions, lead internal investigations

1984-2008

### **LITIGATION ASSOCIATE (1984-1990), LITIGATION PARTNER (1990-2008)**

#### **MORRISON & FOERSTER**

Litigated a wide variety of cases including white collar crime, First Amendment issues, energy, insurance, consumer class actions, banking; extensive pro bono work in reproductive rights, housing, employment, criminal defense

## EDUCATION

**J.D., HARVARD LAW SCHOOL 1983**

**B.A. CUM LAUDE, ENGLISH & AMERICAN LITERATURE, HARVARD COLLEGE 1980**

## ACTIVITIES

Currently serve on the Board of Legal Aid at Work, prior Board service includes California Bar Foundation, San Francisco Neighborhood Legal Assistance Foundation, National Center for Youth Law

# **Resume of Tony Rodriguez**



## **Tony Rodriguez**

B.A., Political Science/International Relations, UCLA (1989)

J.D., UCLA School of Law (1992)

### **Vice President & Assistant General Counsel, Litigation Kaiser Foundation Health Plan & Hospitals**

**Lead Division Counsel, Business & Employment Litigation (March 2019 – September 2020)**

**Senior Counsel, Business & Employment Litigation (October 2015 – March 2019)**

- Manage professional and personal liability and business and employment litigation groups
- Manage \$40M+ business and employment litigation budget
- Represent Legal Department in quarterly reserves process
- Manage many of Kaiser Permanente's largest litigation matters and other sensitive projects, including:
  - Over a dozen lawsuits involving KP's "reasonable & customary" payments for emergency services, in which plaintiffs collectively seek more than half a billion dollars – KP is undefeated to date, winning a jury trial and three arbitrations, including a \$42 million award in favor of KP
  - Government investigations
  - Antitrust litigation and counseling
  - Extensive work on Pharmacy matters
  - Litigation strategy regarding ballot measures

### **Partner**

#### **Donahue Fitzgerald LLP (Oakland)**

**January 2015 – October 2015**

- Matters included consumer class action, trademark, trade secret, and unfair competition cases

### **Partner**

#### **Morrison & Foerster LLP (San Francisco)**

**January 2001 – December 2014**

- Represented McKesson in state-law False Claims Act and Medicaid fraud cases in Hawai'i, Arizona, Kentucky, Louisiana, Illinois, Indiana, Alaska, and Kansas regarding alleged manipulation of "Average Wholesale Price" pharmaceutical pricing benchmark
- Represented 30,000 employee company in fraud and breach of contract case against health plan consultant and third party administrator regarding failed plan redesign and outsourcing of claims processing
- Represented companies and C-suite executives in Securities and Exchange Commission investigations regarding insider trading, stock option backdating, adequacy of disclosures, and accounting restatements
- Advised audit committees and special committees in conducting internal investigations

- Defended companies, directors, and officers in securities class actions and other complex litigation, e.g. , Countrywide, Verifone, Hewlett-Packard, Calpine, DSP Group, Scios, Harmonic, Applied Micro Circuits, Network Computing Devices, Micro Focus, Neofoma, American Pharmaceutical Partners, and Metricom
- Defended antitrust claims involving price fixing and market allocation
- Commercial class action experience includes defense of medical services company regarding misuse of private information, banks regarding investment products, hard drive manufacturer regarding excessive failure rate, nationally known multi-level marketing enterprise against pyramid scheme allegations, and large retailer regarding sale of allegedly contaminated bottled water
- Argued three Ninth Circuit cases in Telecommunications Act of 1996 cases
- Co-editor of criminal/civil enforcement primer, *The Foreign Corrupt Practices Act and Global Anti-Corruption Law* (Association of Corporate Counsel InfoPAK, December 2010 and 2013 edition), and published FCPA articles in *Business Law Today*, *Westlaw Journal – Corporate Officers & Directors* , and the *Daily Journal*

**Other Employment:**

Associate, Morrison & Foerster, August 1996 – December 2000

Associate, Best Best & Krieger, February 1994 – July 1996

Associate, Gresham Varner, August 1992 – February 1994

**Professional Recognition:** “AV Preeminent” Martindale-Hubbell Peer Review Rating

# **Resume of Roxana Yoonessi-Martin, MD, JD**

# **Roxana Heidi Yoonessi-Martin, MD, JD**

Southern California Permanente Medical Group  
Legal Department  
393 E Walnut St, 2<sup>nd</sup> Floor, Pasadena, CA 91188  
Work (626)405-5725  
Work Cell (818)321-9242  
E-mail: Roxana.H.Yoonessi@kp.org

## **POST-GRADUATE TRAINING**

---

**Residency**, Emergency Medicine, UCLA/UCLA-Olive View Medical Centers, Los Angeles, CA  
- 2007-2010  
- *Chief Resident* 2009-2010  
**Internship**, Internal Medicine, University of Washington Medical Center, Seattle, CA  
- 2006-2007

## **EDUCATION**

---

**M.D., University of Illinois College of Medicine at Urbana-Champaign**  
Graduation: December 2005  
**J.D., University of Illinois at Urbana-Champaign College of Law**  
Graduation: August 2005, magna cum laude, GPA: 3.64/4.0  
**B.A., Yale University, New Haven, CT**  
Graduation: June 1998  
Majors: International Studies and Sociology

## **LICENSURE**

---

California License # A103004, active, expiration 3/2022  
Washington Residency License # ML20008729, inactive  
DEA # BY9968770, expiration 5/2021  
State Bar of California, member # 255288, active

## **BOARD CERTIFICATION**

---

Diplomate, American Board of Emergency Medicine (ABEM), expires December 2021

## **EMPLOYMENT**

---

**Southern California Permanente Medical Group**, Kaiser Permanente Regional Offices,  
*Pasadena, CA*  
**SCPMG Compliance Officer**  
*4/2019-present*  
Responsibilities include:  
- Interfacing with KFH/HP compliance, collaborating on regional initiatives  
- Reviewing, improving, implementing current policies and procedures

- Evaluating conflict of interest
- Evaluating compliance hotline complaints and cases
- Coordinating internal audit efforts and investigations
- Supporting Privacy and Security efforts

**Legal Counsel**

*2017-present*

Responsibilities include:

- Professional liability, including medical malpractice cases, interfacing with hospital counsel, outside counsel, physicians and other providers, providing liability and risk assessments, recommendations and authorization for case settlement on behalf of SCPMG
- Professional licensing board representation, including the Medical Board of California (MBC), Osteopathic Medical Board of California (OMBC), Board of Registered Nursing, including representation of providers, assisting providers with complaints, interface with outside counsel
- Risk Management and Patient Safety
- Ombudsman Support
- SCPMG Board Support (relief for Dr. Lerman as needed)
- Physician, nursing, other provider support, advice and counsel, and outreach, answering daily questions, concerns and requests for legal advice
- Education and public speaking, including lectures at various medical centers, legal orientation at SCPMG University, and webinars

**Risk Management Oversight Team, Committee Member**

*2018-present*

- Participating on a committee to evaluate current Risk Management project proposals
- Engaging in conversation about national coordination of risk management efforts

**Southern California Permanente Medical Group, Kaiser Permanente Los Angeles Medical Center, Los Angeles, CA**

*2016-present*

**Per Diem Physician, Emergency Medicine**

**Southern California Permanente Medical Group, Kaiser Permanente Panorama City Medical Center, Panorama City, CA**

**Staff Physician, Emergency Medicine**

*2010-2017*

**Chief of Service, Emergency Medicine**

*2016-2017*

Responsibilities include direct patient care, department leadership, staffing, recruiting, review of workflow, patient care metrics and processes, physician support, and in addition:

**Utilization Management Committee**

*2016-2017*

- Reviewing hospital utilization patterns, scorecards, data, current initiatives, collaboration with other specialties and leadership

**Complex Case Management Committee**

*2016-2017*

- Worked with other physicians, nursing, case management, bioethicists on evaluating patients with complex medical needs to craft recommendations and guidance on management

**Government Relations Lead**, Kaiser Permanente Panorama City Medical Center,  
Panorama City, CA  
2016-2017

- Worked with LACMA and other local government relations leads to develop community relationships, be available for any regional Government Relations needs

**STEMI Committee**  
2014-2017

- Physician lead on STEMI care improvement initiative
- Coordinating with staff, physicians, quality department, hospital leadership, outside hospital leadership on improvement in STEMI care and treatment pathways

**Sepsis Committee**  
2012-2017

- Physician co-lead on hospital-wide sepsis improvement initiative
- Coordinating with quality improvement department and nursing on education and implementation of improvement processes

**Quality Improvement Liaison** for Department of Emergency Medicine  
2013-2016

- Review and coordinate discussion of quality cases and peer review for the department
- Participate in and lead quality improvement initiatives

**UBT (Unit-Based Team) Committee**, Physician Representative  
2015-2016

- Working with labor and management to craft department wide initiatives, review data, scorecard

## **RESEARCH AND TEACHING EXPERIENCE**

---

**Research and Teaching Assistant**, Dr. Paul McNamara, Ph.D., and Dr. Noreen Sugrue, Ph.D., Assistant Professor and Coordinator of Health Policy, WGGP at UIUC  
2004-2006

**Research and Teaching Assistant**, Dr. Brad Schwartz, M.D., Dean of College of Medicine, and Dr. Noreen Sugrue, Ph.D., Senior Research Associate, College of Nursing, University of Illinois at Urbana-Champaign  
*Academic Year 2003-2004*

**Research Assistant**, Dr. Noreen Sugrue, Ph.D. (Current title: Assistant Professor, Coordinator of Health Policy, Women and Gender in Global Perspectives (WGGP) at UIUC)  
2001-2006

## **VOLUNTEER AND LEADERSHIP EXPERIENCE**

---

**Commissioner**, Los Angeles County Emergency Medical Services Commission, Santa Fe Springs, CA  
2019-present

LACMA representative on the LAC EMS Commission

**Board Councilor**, Los Angeles County Medical Association, Los Angeles, CA  
2017-present

**Member, Council on Health Professions & Quality of Care**, California Medical Association, Sacramento, CA

*2018-present*

**Delegate to the California Medical Association (CMA)**, Los Angeles County Medical Association (LACMA)

*2017-present*

**Alternate Delegate to the California Medical Association (CMA)**, Los Angeles County Medical Association (LACMA)

*2016-2017*

**Resident Representative**, Graduate Medical Education Committee, UCLA Medical Center  
*2007-2010*

**Third Year Medical Class Representative**, Advanced Clinical Problems Committee, UICOM-UC

*2004-2005*

**Student Assistant**, Shalu Manchanda, M.D., Sari Aronson, M.D., Joseph Goldberg, M.D., Fola Oluwehinmi, M.D.

- Assisted in development and coordination of multiple Advanced Clinical Problems seminars

*2004-2005*

## **ORGANIZATIONS**

---

**Fellow**, American College of Emergency Physicians, *2005-2019*

**Fellow**, American College of Legal Medicine, *2004-2010, 2018-present*

**Member**, California Medical Association, *2016-present*

**Member**, Los Angeles County Medical Association, *2016-present*

## **LANGUAGES**

---

**Spanish**: fluent in conversational and written

**Farsi**: fluent in conversational, minimal written

## **PUBLICATIONS AND PRESENTATIONS**

---

**Yoonessi R**, Medical Legal Services, presentation on Day 3 for SCPMG University, 5/15/2018, 11/7/2018, 12/4/2018, 5/22/2019, 9/4/2019.

**Yoonessi R**, Grand Rounds: Communicating Unanticipated Adverse Outcomes, Kaiser Permanente West Los Angeles Medical Center, 6/18/2019.

**Yoonessi R**, Question and Answer Session, Regional Second Victim Meeting, Kaiser Permanente Regional Offices, 4/30/2019.

**Yoonessi R**, Medical Legal Update, Noon Conference, Kaiser Permanente South Bay Medical Center, 3/5/2019.

**Yoonessi R**, Medical Legal Primer for Physicians, California Association of Family Physicians, Orange County Chapter, 2/12/2019.

**Yoonessi R**, Emergency Department Legal Update, in conjunction with Ombudsman and Risk Manager, Kaiser Permanente Los Angeles Medical Center Emergency Department, 12/20/2018.

**Yoonessi R**, So You Got a Letter from the Medical Board...What Next? Legal Lunch Webinar, Kaiser Permanente Regional Offices, 12/13/2018.

**Yoonessi R**, Medicolegal Considerations in Imaging, RUAT Committee Meeting, Kaiser Permanente Panorama City Medical Center, 9/18/2018.

**Yoonessi R**, SCPMG Legal Update, Kaiser Permanente Panorama City Medical Center, 6/15/2018.

**Yoonessi R**, Presentation at Downey Breakfast Club on Medical Legal Primer, in conjunction with Ombudsman, Kaiser Permanente Downey Medical Center, 5/17/2018.

**Yoonessi R**, CME Presentation on Medical and Psychiatric Holds, Kaiser Permanente Panorama City Medical Center, 10/24/2017.

**Yoonessi R**, Hussain A, Jang TB. Bedside Ocular Ultrasonography for Detection of Retinal Detachment in the Emergency Department, *Abstract presented at AAEM 3/2009 in resident competition, placed 3<sup>rd</sup>.*

**Yoonessi R**, Hussain A, Jang TB. Bedside Ocular Ultrasound for Detection of Retinal Detachment in the Emergency Department. *Acad Emerg Med.* 2010;17(9):913-7.

Sugrue, N and **Yoonessi R**. "Nine Months On, Three Months Off: Results from a Recent Pilot Study Designed to Alleviate the Nursing Labor Shortage." Paper presented at Sigma Theta Tau conference, Dublin, Ireland, July 2004.

# **EXHIBIT D**

## **Audit Results**

March 24, 2020

Mr. Richard Spinello  
Chairman  
Kaiser Arbitration Oversight Board

## **Report of Review Findings - Office of the Independent Administrator (“OIA”)**

### **Background**

The Office of the Independent Administrator (“OIA”), is the organization that contracts with the Kaiser Arbitration Oversight Board (“AOB”) to administer Kaiser’s Mandatory Arbitration System for Disputes with Health Plan Members.

This review was conducted on selected attributes of the OIA’s procedural documentation of its management of arbitration cases. This was a limited scope engagement, based on certain agreed upon procedures and areas of inquiry as provided and directed by the AOB.

The review incorporated both paper files and the Abacus matter management system. The review process included comparisons of file documents and Abacus entries where appropriate.

### **Disclaimer**

The review was conducted on forty (40) randomly selected files of the OIA’s 3,000 + portfolio of closed and open cases in the 2015 – 2019 review period.

The sample size is not statistically credible and does not provide assurance that the findings of this review can or should be ascribed to the entire portfolio.

Similarly the selected attributes, though extensive, do not represent the entirety of the processes.

### **Review Scope**

Seventy (70) specific attributes of the OIA’s administration of arbitration cases as provided by AOB were reviewed.

- Management of Demands for Arbitration
- Selection of Arbitrators
- OIA Monitoring of the Arbitration Cases

*RE: Report of Review Findings - Office of the Independent Administrator*

- Disposition of Arbitration cases
- Post Analysis / Questionnaires & Fees Form
- Miscellaneous Items

This review did not include aspects or attributes of financial reporting, regulatory compliance, case reserves, estimated values or actuarial analyses.

The review consists of 40 randomly selected case files from 2015 – 2019. Case files were randomly selected according to the following criteria \*:

Open vs. Closed Cases	
• Open Cases	15
• Closed Cases	25
Attorney Representation	
• No Attorney (“In Proper”)	10
• Attorney Represented	30
Procedure	
• Regular	29
• Expedited	3
• Complex	5
• Extraordinary	3

\* As defined by AOB and OIA

Each individual file was reviewed for compliance with the specific procedures and processes as provided by AOB. Compliance data has been recorded in an Excel document incorporated in this report.

### **Review Environment**

The review was conducted March 9-13, 2020 at OIA offices. The OIA provided readily available access to case files and the Abacus matter management system. OIA staff was also readily available for questions and clarifications.

OIA’s cooperation and support of this review was exemplary and is appreciated.

### **Confidentiality**

In addition to the non-disclosure in the general business terms included in the engagement agreement, a confidentiality agreement between the OIA and Kenneth Sipiora was executed March 11, 2020 and is included herein by reference.

*RE: Report of Review Findings - Office of the Independent Administrator*

## **Findings**

1. With few immaterial exceptions the OIA consistently performed its work according to its rules and procedures in the files reviewed.
  - a. Ninety nine percent (99%) of one thousand two hundred forty (1,240) relevant attributes reviewed were complaint.
  - b. Please see the “observations” section of the Excel document for details on each respective file.
2. Arbitration Management Conferences, Mandatory Settlement Meetings and Arbitration Hearings are often beyond initial deadlines by mutual agreement among the parties and the Neutral Arbitrator.
  - a. In isolated cases deadlines are missed without the parties’ postponement evidence in the file/Abacus.
  - b. However OIA follow up diligence is evident. Other file communication evidence supports compliance.
  - c. Accordingly these circumstances are recorded “X - Attribute satisfied without exception.”
3. Neutral Arbitrator Applications:
  - a. Staff estimates approximately 20 new Neutral Arbitrator Applications are received annually.
  - b. Five applicant files in various stages of progress or denial were reviewed and recorded in the Excel document.
  - c. Four current Neutral Arbitrator application files were reviewed and recorded in the Excel document.
  - d. The review identified no material exceptions to the application qualification standards and processes.
4. Arbitration Filing Fees
  - a. Receipts and waivers were readily confirmed in file/Abacus.
  - b. However, verifying daily check transmittal and quarterly reconciled deposit forms would be very intrusive to staff.
  - c. By mutual agreement with OIA attorney Marcella Bell, I reviewed a demonstration of the fee recording and reconciliation process.
  - d. I believe that this demonstration and file/Abacus documentation is sufficient to express confidence in the process.

## **Summary Observations**

The OIA is very effective and presents important value to the AOB and Kaiser. The leadership and staff have been together for many years. That tenure contributes to the OIA’s effectiveness and quality of process.

*RE: Report of Review Findings - Office of the Independent Administrator*

Supporting technologies, Abacus and OIA website, enable the processes and support the claimant, respondent, attorney and Neutral Arbitrator community at a leading practice level.

File evidence points to a high degree of accountability and responsiveness to all arbitration parties.

**Conclusion**

This completes the scope of work identified above. Please acknowledge your acceptance of this report below.

Kenneth Sipiora, CPCU

Kaiser Arbitration Oversight Board



\_\_\_\_\_  
By: Kenneth Sipiora

\_\_\_\_\_  
By: Richard Spinello

Date: March 24, 2020

Date: \_\_\_\_\_

*Kenneth Sipiora is not an attorney and does not provide legal advice, services and/or opinions. Kenneth Sipiora cannot act as legal counsel with respect to any matter and no attorney-client relationship is implied or created by anything contained herein. To the extent that, during the course of providing consulting and other services, any information regarding legal matters is provided, Kenneth Sipiora has made commercially reasonable efforts to ensure that such information is accurate. However, as laws vary from jurisdiction to jurisdiction and change rapidly, such information may not be up to date and all legal matters should be reviewed by your own counsel and/or other legal advisors, as appropriate, who are licensed or otherwise permitted to practice law in the jurisdiction(s) involved.*

# **EXHIBIT E**

## **Qualifications for Neutral Arbitrators**

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

1. Neutral arbitrators shall be active members of the State Bar of California, or active members of the state bar of another state with extensive practice in California during the past five years.
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 and/or arbitration 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 agree to follow applicable arbitration statutes, substantive law of the issues addressed, and the rules and procedures of the Independent Administrator.
9. Neutral arbitrators shall administer Kaiser arbitrations in a fair and efficient manner.

# **EXHIBIT F**

## **OIA Demographic Form and Report**

## OIA Demographic Form

California Code of Civil Procedure Section 1281.96(a)(12) requires provider organizations to collect demographic data, relative to ethnicity, race, disability, veteran status, gender, gender identity, and sexual orientation of all arbitrators as self-reported by the arbitrators. Pursuant to the statute, you will be required to complete and return both forms in order to participate as a neutral arbitrator on the OIA panel. The OIA will then post the demographic data in the aggregate on the OIA website.

Although the collection and publication of this data is statutorily required, the Arbitration Oversight Board (AOB) passed a resolution to recognize that improving data on diversity and inclusion is one of the AOB's strategic objectives. Collecting diversity data will help raise awareness of barriers, create an evidence base for examining diversity issues, identify sector-specific problems areas and measure progress toward improved diversity and inclusivity.

### **YOUR RESPONSES TO THESE QUESTIONS WILL REMAIN CONFIDENTIAL.**

Counsel, parties, and other participants in the arbitration system will not be provided with a copy of your responses or with the information provided on them. Please include your name below on this page and answer each question on the next page. You may decline to state.

**NAME** \_\_\_\_\_

With which racial and/or ethnic group do you identify? Choose all that apply.

- American Indian, Native American or Alaska Native
- Asian
- Black or African American
- Hispanic/Latino or Spanish
- Middle Eastern or North African
- Native Hawaiian or Pacific Islander
- White or Caucasian (Non-Hispanic)
- Other (please specify): \_\_\_\_\_
- Decline to state

Do you identify as a person with a disability?

- Yes
- No
- Decline to state

Which best describes your military status?

- U.S. military veteran
- Military service from a country other than the U.S.
- Current member of the Armed Forces (active duty or reserve)
- No military service
- Decline to state

Which of the following best describes your gender identity?

- Female
- Male
- Non-conforming/Non-binary/gender variant
- Transgender
- Decline to state

Which of the following best describes your sexual orientation?

- Asexual
- Bisexual
- Gay or Lesbian
- Heterosexual
- Pansexual
- Decline to state

## OIA Demographic Data Pursuant to State Law

<b>Racial and/or Ethnic Group</b>	
American Indian, Native American or Alaska Native	0.98%
Asian	2.44%
Black or African American	2.44%
Hispanic/Latino or Spanish	3.90%
Middle Eastern or North African	0.49%
White or Caucasian (Non-Hispanic)	82.44%
Jewish	0.49%
Decline to state	6.83%
Less than 1% people identified an additional category:	
Irish / Jewish / White or Caucasian (Non-Hispanic)	

<b>Person with a Disability</b>	
Yes	4.39%
No	87.80%
Decline to State	7.80%

<b>Military Status</b>	
U.S. military veteran	25.37%
Military service from a country other than the US	0.49%
No military service	68.78%
Decline to State	5.37%

<b>Gender Identity</b>	
Female	12.68%
Male	81.95%
Decline to State	5.37%

<b>Sexual Orientation</b>	
Bisexual	0.98%
Gay or Lesbian	1.46%
Heterosexual	88.29%
Decline to state	9.27%

# **EXHIBIT G**

## **OIA Panel of Neutral Arbitrators**

## OIA Panel of Neutral Arbitrators

### Northern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Mr.	Claude	Dawson	Ames	Esq.
Justice	Carl	West	Anderson	(Ret.)
Mr.	J. Randall		Andrada	Esq.
Mr.	Ronald	A.	Arendt	Esq.
Judge	Robert	A.	Baines	(Ret.)
Judge	Paul	L.	Beeman	(Ret.)
Judge	Joseph	F.	Biafore	Jr., (Ret)
Honorable	Donald	S.	Black	(Ret.)
Judge	Wayne	D.	Brazil	(Ret.)
Mr.	Robert	J.	Brockman	Esq.
Mr.	Gerald	E.	Brunn	Esq.
Judge	Luis	A.	Cardenas	(Ret.)
Judge	Wynne	S.	Carvill	(Ret.)
Mr.	Jay		Chafetz	Esq.
Judge	Frank	C.	Damrell	Jr.
Mr.	Gary	S.	Davis	Esq.
Mr.	Thomas	H.R.	Denver	Esq.
Mr.	John	M.	Drath	Esq.
Mr.	Charles	A.	Dyer	Esq.
Judge	William	J.	Elfving	(Ret.)
Mr.	Joseph		Elie	Esq.
Mr.	Eric	S.	Emanuels	Esq.
Judge	James		Emerson	(Ret.)
Mr.	Steven	R.	Enochian	Esq.
Mr.	Douglas	L.	Field	Esq.
Judge	John	A.	Flaherty	(Ret.)
Judge	Richard	S.	Flier	(Ret.)
Mr.	Mark	B.	Fredkin	Esq.
Ms.	Ruth	V.	Glick	Esq.
Honorable	Ernest	H.	Goldsmith	(Ret.)
Mr.	Shirish		Gupta	Esq.
Mr.	Jon	Anders	Hammerbeck	Esq.
Judge	Zerne	P.	Haning	(Ret.)
Mr.	Stephen	S.	Harper	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.	C. Mark		Humbert	Esq.
Judge	Ellen	Sickles	James	(Ret.)
Justice	Stephen	J.	Kane	(Ret.)
Judge	Ken	M.	Kawaichi	(Ret.)
Judge	Margaret	J.	Kemp	(Ret.)
Judge	Victor	B.	Kenton	
Mr.	Lawrence	E.	Kern	Esq.
Judge	Jack		Komar	(Ret.)

## OIA Panel of Neutral Arbitrators

### Northern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Ms.	Barbara		KongBrown	Esq.
Dr.	Urs	Martin	Laeuchli	Esq.
Mr.	Panos		Lagos	Esq.
Justice	James	R.	Lambden	(Ret.)
Mr.	Kenneth	M.	Malovos	Esq.
Mr.	J. Michael		Matthews	Esq.
Justice	Richard	J.	McAdams	(Ret.)
Judge	James	J.	McBride	
Mr.	John	J.	McCauley	Esq.
Mr.	Otis		McGee	Jr., 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.
Honorable	Leslie	C.	Nichols	(Ret.)
Mr.	Herman	D.	Papa	Esq.
Ms.	Julia	J.	Parranto	Esq.
Mr.	Anthony	F.	Pinelli	Esq.
Ms.	Andrea	M.	Ponticiello	Esq.
Judge	Russell	D.	Pulver	(Ret.)
Mr.	Daniel	F.	Quinn	Esq.
Judge	Linda		Quinn	(Ret.)
Mr.	Thomas	D.	Reese	Esq.
Mr.	Shawn		Ridgell	Esq.
Justice	Ignazio	John	Ruvolo	(Ret.)
Judge	Ann	Elizabeth	Sarli	(Ret.)
Mr.	Robert	M.	Slattery	Esq.
Justice	William	D.	Stein	
Judge	Donald	J.	Sullivan	
Professor	Jon	H.	Sylvester	
Judge	John	M.	True	(Ret.)
Honorable	Nandor		Vadas	(Ret.)
Judge	Brian	R.	VanCamp	
Mr.	Gregory	D.	Walker	Esq.
Judge	Thomas	E.	Warriner	(Ret.)
Mr.	Matthew	N.	White	Esq.
Mr.	Richard	M.	Williams	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.	Maurice	J.	Attie	Esq.
Judge	Paul	L.	Beeman	(Ret.)
Mr.	Byron		Berry	Esq.
Judge	Joseph	F.	Biafore	Jr., (Ret)
Mr.	Michael	J.	Bonesteel	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	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.	Joseph	A.	Davis	Esq.
Mr.	Dan	H.	Deuprey	Esq.
Mr.	Robert	N.	Dobbins	Esq.
Judge	Anthony	B.	Drewry	(Ret.)
Mr.	James	M.	Eisenman	Esq.
Judge	William	J.	Elfving	(Ret.)
Mr.	Eric	S.	Emanuel	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.)
Judge	Allan	J.	Goodman	
Judge	Margaret		Grignon	(Ret.)
Mr.	Jon	Anders	Hammerbeck	Esq.
Mr.	Robert	T.	Hanger	Esq.
Judge	John	F.	Herlihy	
Judge	Joe	W.	Hilberman	(Ret.)
Judge	David	Allen	Horowitz	(Ret.)
Judge	C. Robert		Jameson	(Ret.)
Mr.	Kevin	M.	Kallberg	Esq.
Judge	Craig	S.	Kamansky	(Ret.)
Mr.	David	M.	Karen	Esq.
Judge	Burton	S.	Katz	(Ret.)
Judge	Andrew	C.	Kauffman	(Ret.)
Judge	Victor	B.	Kenton	
Judge	Owen	Lee	Kwong	(Ret.)
Judge	Robert	M.	Letteau	(Ret.)
Mr.	Philip	R.	LeVine	Esq.
Mr.	Leonard	S.	Levy	Esq.
Judge	Michael	D.	Marcus	(Ret.)

## OIA Panel of Neutral Arbitrators

### Southern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Honorabl	Marc		Marmaro	(Ret.)
Mr.	J. Michael		Matthews	Esq.
Mr.	John	J.	McCauley	Esq.
Judge	Rita		Miller	
Judge	Jamoa	A.	Moberly	(Ret.)
Justice	Fred	K.	Morrison	(Ret.)
Judge	Wendell		Mortimer	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Judge	Jack	M.	Newman	(Ret.)
Honorabl	Leslie	C.	Nichols	(Ret.)
Judge	Benny	C.	Osorio	(Ret.)
Ms.	Natalie		PanossianBassler	Esq.
Judge	Victor		Person	(Ret.)
Judge	Wayne	L.	Peterson	(Ret.)
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.
Judge	Gerald		Rosenberg	(Ret.)
Judge	Michelle	R.	Rosenblatt	(Ret.)
Ms.	Sheri	E.	Ross	Esq.
Mr.	Gene	E.	Royce	Esq.
Judge	Charles	G.	Rubin	(Ret.)
Judge	Michael	B.	Rutberg	(Ret.)
Mr.	Daniel	R.	Saling	Esq.
Judge	Ann	Elizabeth	Sarli	(Ret.)
Mr.	Michael	F.	Saydah	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	Donald	J.	Sullivan	
Ms.	Dana		Susson	Esq.
Judge	Robert	W.	Thomas	(Ret.)
Judge	David	C.	Velasquez	(Ret.)
Judge	John	Leo	Wagner	(Ret.)
Judge	H. Stuart		Waxman	(Ret.)
Mr.	Thomas		Weaver	Esq.
Mr.	Garry	W.	Williams	Esq.
Mr.	Joseph		Winter	Esq.
Ms.	Deborah	Z.	Wissley	Esq.
Judge	Charlotte	Walter	Woolard	
Mr.	Michael	D.	Young	Esq.
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.)
Judge	Paul	L.	Beeman	(Ret.)
Mr.	Byron		Berry	Esq.
Judge	Joseph	F.	Biafore	Jr., (Ret)
Judge	David	H.	Brickner	(Ret.)
Judge	Luis	A.	Cardenas	(Ret.)
Judge	Rosalyn	M.	Chapman	
Judge	Patricia	Ann Yim	Cowett	(Ret.)
Mr.	Gary	S.	Davis	Esq.
Mr.	Joseph	A.	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.
Judge	Margaret		Grignon	(Ret.)
Mr.	Jon	Anders	Hammerbeck	Esq.
Mr.	Robert	T.	Hanger	Esq.
Judge	Charles	R.	Hayes	
Judge	John	F.	Herlihy	
Judge	Herbert	B.	Hoffman	(Ret.)
Judge	Anthony	C.	Joseph	(Ret.)
Judge	Victor	B.	Kenton	
Mr.	Monty	A.	McIntyre	Esq.
Mr.	Cary	W.	Miller	Esq.
Judge	Jamoa	A.	Moberly	(Ret.)
Justice	Fred	K.	Morrison	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Honorab	Leslie	C.	Nichols	(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.)
Mr.	Charles	D.	Richmond	Esq.
Judge	Gerald		Rosenberg	(Ret.)
Mr.	Gene	E.	Royce	Esq.
Judge	Ann	Elizabeth	Sarli	(Ret.)
Mr.	Michael	F.	Saydah	Esq.
Mr.	Thomas	E.	Sharkey	Esq.
Judge	Clay	M.	Smith	(Ret.)
Judge	Donald	J.	Sullivan	
Ms.	Dana		Susson	Esq.
Judge	Robert	W.	Thomas	(Ret.)
Judge	David	C.	Velasquez	(Ret.)
Judge	John	Leo	Wagner	(Ret.)
Judge	Charlotte	Walter	Woolard	

# **EXHIBIT H**

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

### List of 2020 Awards to Claimants

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
1	\$325,568.22	01/20
2	\$150,000.00	02/20
3	\$1,677,649.15	03/20
4	\$600,000.00	03/20
5	\$40,000.00	04/20
6	\$153,235.80	10/20

### List of 2020 Lien Awards to Kaiser

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
1	\$31,666.67	09/20

# **EXHIBIT I**

## **Party or Attorney Evaluation of Neutral Arbitrator**



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: \_\_\_\_\_  
\_\_\_\_\_

## Claimant and Attorney Evaluations of Neutrals; Statistical Summary of 2020 Responses

Claimant or Respondent?	Evals Rec'd	Fair	Respectful	Timely	Response	Explained	Knew Law	Knew Facts	Decision	Billed	Fees	Recommend	Cnt/Avg
		Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	
Unidentified Count	1	1	1	1	0	1	1	1	1	0	0	1	
Unidentified Average		1.0	5.0	5.0	0.0	5.0	3.0	1.0	5.0	0.0	0.0	1.0	3.3
Claimant Attorney Count	8	8	8	8	8	8	8	8	8	2	2	7	
Claimant Attorney Average		4.0	4.8	4.9	4.9	4.5	3.9	4.3	4.5	5.0	5.0	3.3	4.4
Pro Per Count	5	5	5	5	5	5	5	5	4	1	2	5	
Pro Per Average		2.6	3.4	3.8	3.8	3.8	2.8	2.6	4.0	5.0	3.0	2.6	3.4
Respondent Count	22	22	22	22	22	22	22	20	21	20	20	21	
Respondent Average		4.9	5.0	4.9	4.8	4.8	4.8	4.8	4.8	4.9	4.9	4.8	4.8
Total Count	36	36	36	36	35	36	36	34	34	23	24	34	
Total Average		4.3	4.7	4.8	4.7	4.6	4.3	4.2	4.6	4.9	4.7	4.1	4.5

# **EXHIBIT J**

## **Questionnaire for Neutral Arbitrators**



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

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

Please comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Please comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Please comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

# **EXHIBIT K**

## **Party or Attorney Evaluation of Arbitration System**

**Party or Attorney Evaluation of Arbitration System**

**I am the Pro Per Claimant \_\_\_\_\_ OR  
I am the attorney who represented \_\_\_\_\_ the Claimant OR \_\_\_\_\_ the Respondent**

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*.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **EXHIBIT L**

## **Kaiser Arbitration Oversight Board Comments on the Annual Report**

## **KAISER ARBITRATION OVERSIGHT BOARD**

### **Board Comments on the Annual Report for 2020**

#### **INTRODUCTION:**

The Annual Report is a key document that is published on the Office of the Independent Administrator's (OIA) website ([www.oia-kaiserarb.com](http://www.oia-kaiserarb.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 2020 Annual Report was distributed to the Board in March 2021 and discussed at length during the Board's March 18, 2021 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 2020 calendar year.

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

On a quarterly basis, the AOB receives reports on performance metrics of the Arbitration System. The accumulated performance metrics for the calendar year 2020 are detailed in this Annual Report. Such areas include:

- 2020 saw the number of Demands for Arbitration decrease by 120 when compared to 2019.
- On average, cases closed in 356 days, 10 Days less than in 2019.
- The Pool of Neutrals consists of 182 Neutral Arbitrators, 11 fewer than in 2019. Forty – three percent (43%) of them, or 79, are retired Judges.
- Kaiser paid the Neutral Arbitration fees in 94% of the cases having fees.
- Evaluations: Responding Parties gave their Neutral Arbitrators an average of 4.1, on a 5.0 scale. The OIA was evaluated by the Neutrals and 99% reported that the OIA experience was the same as or better than the Court System and 1% said it was worse. The OIA received positive evaluations by the Parties, in that 90% of the responding Parties and Attorneys reported that the OIA System was the same as or better than the court system and 10% said it was worse.

#### **BOARD MEMBERSHIP CHANGES**

Beong- Soo Kim, Vice President and Assistant General Counsel, Kaiser Foundation Health Plan, Inc., resigned in June after having served since 2015.

Roxana Heidi Yoonessi-Martin, M.D., Compliance Officer and Lead Counsel, Southern California Permanente Medical Group, joined in March. Annette Carnegie, Lead Division Counsel, Kaiser Foundation Health Plan, Inc., also joined in March as an interim member until Tony Rodriguez, Vice President and Assistant General Counsel, Kaiser Foundation Hospitals/Health Plan, joined in October.

### **AUDIT OF OIA**

The OIA underwent a favorable Independent Audit, required by the Blue-Ribbon Panel, of 40 open and closed randomly selected cases, which found no material deficiencies or exceptions. The Audit appears as Exhibit D in this Annual Report.

### **COVID-19**

Calendar year 2020 was exceptionally challenging for the OIA to maintain a appropriate operations workflow without adversely affecting the Arbitration System. It required the enactment of Temporary of Rule changes to eleven (11) Rules (see page 5 of this Annual Report for details) for the ongoing successful Administration of the Arbitration System.

### **DIVERSITY EFFORTS**

In Calendar Year 2020, the OIA and AOB have committed to research ways to improve the Diversity of the Neutral Panel of Arbitrators and are working on multiple actionable items (see page 7 of the Annual Report).

### **CONCLUDING COMMENTS**

In the Board's view, the Annual Report provides a thorough account of the operation of the Kaiser Arbitration system during 2020, with useful comparisons to data from previous years. Excellent ratings in measures of performance – as detailed in the Report – give good evidence that the independently administered Kaiser Arbitration system is striving successfully, on a model of continuous improvement, to meet goals of fair, timely, and cost-effective arbitration.

The Board takes this opportunity to express appreciation for the fine work of the OIA staff.

### **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.