

EXHIBIT A

Description of OIA Staff

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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 reviews new demands for arbitration and the information entered about these new cases into the OIA's computer database. 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 reviews new demands for arbitration and the information entered about these new cases 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 processes new demands for arbitration and enters information about these new cases into the OIA's computer database. She 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 neutral arbitrators of deadlines, and she emails signed waiver forms to neutral arbitrators and parties. She sends follow up emails to parties regarding payment of filing fees. After cases close, she emails parties and neutral arbitrators Evaluations, Questionnaires, and Fees Forms. 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 reviews new demands for arbitration and the information entered 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

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

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

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

A. GENERAL RULES

1. Goal

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

2. Administration of Arbitration

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

3. Confidentiality

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

4. Code of Ethics

All Neutral Arbitrators 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 timely 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.

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

EXHIBIT C

Temporary Rules

OIA TEMPORARY RULES¹

Temporary Rule 1 extended the deadline for claimants to pay the \$150 filing fee or to submit filing fee waivers for at least 30 days. (Rule 12.)

Temporary Rule 2 extended the deadline for parties to return their Lists of Possible Arbitrators (LPA) for at least 30 days for matters where both parties had not returned their LPAs. (Rule 16.)

Temporary Rule 3 stayed the selection of neutral arbitrators in cases where the neutral arbitrator was unable to act in accordance with the statutory deadlines. The stay extended the selection for two weeks. (Rules 17 or 18.)

Temporary Rule 4 provided neutral arbitrators with the authority to serve decisions and/or orders electronically rather than by mail. (Rule 39.)

Temporary Rule 5 extended the deadline for Kaiser to submit a claimant's demand for arbitration to the OIA for at least 30 days. (Rule 11.)

Temporary Rule 6 acknowledged that the OIA will continue to timely process requests for expedited procedures. (Rule 34.)

Temporary Rule 7 declared March 23, 2020 through April 3, 2020 as holidays for purposes of counting days. (Rule 43.)

Temporary Rule 8 ordered all neutral arbitrators with open cases to suspend and continue all in-person hearings for 60 days. (Rules 6 and 28.)

Temporary Rule 9 provided claimants with the ability to electronically send their demands for arbitration to the OIA. The OIA forwarded the demands for arbitration it received on behalf of claimants to Kaiser. (Rule 8.)

Temporary Rule 10 ordered all neutral arbitrators with open cases to suspend and continue all dispositive telephonic hearings for 60 days. (Rules 6 and 28.)

Temporary Rule 11 ordered all neutral arbitrators with open cases to stay all discovery for 60 days. (Rule 27.)

¹The OIA enacted 11 temporary rules to address the COVID-19 pandemic. The temporary rules were communicated by email to all parties and neutral arbitrators with open cases. The OIA also added the temporary rules to its website's home page. All but two of the temporary rules have been lifted. Temporary Rules 4 and 9 remain in effect.

EXHIBIT D

Qualifications for Neutral Arbitrators and Neutral Arbitrator Application

Qualifications for Neutral Arbitrators for the OIA'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 or have equivalent experience 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.

OIA Neutral Arbitrator Application

Please type your responses and answer each of the following questions completely. You may attach your resume and/or additional answer sheets as necessary. Copies of your application will be provided to the parties in the OIA's arbitration system.

I. PROFILE

Name: _____

Title Preference: _____ Gender Identity: _____

Business or Firm Name: _____

Business or Firm Address: _____

Business Telephone: _____ Business Fax: _____

Business E-mail Address: _____

II. ADMISSIONS AND AFFILIATIONS

Date admitted to the California Bar: _____ Bar No: _____

Active: Inactive: Date First Inactive (if judge, date of resignation): _____

Other state bars to which you are admitted (include states, dates of admission and bar numbers):

Memberships and positions held in bar, ADR professional or other panels, boards, agencies and associations relevant to arbitration, health care, or medical malpractice law:

Courts or organizations for which you serve as a neutral arbitrator (list court/organization and program):

III. LANGUAGES List any languages other than English which you speak and understand and in which you would be willing to conduct arbitrations:

IV. KAISER MEMBERSHIP

I am / am not currently a member of Kaiser Foundation Health Plan.

I have / have not been a member of Kaiser Foundation Health Plan within the last five years.

V. **EDUCATION** (College and Graduate) List all schools attended, degrees and years received:

VI. **EMPLOYMENT** Summarize your employment experience since admission to the bar, particularly in the past ten years. (Provide employer and dates of employment.)

VII. **LEGAL EXPERIENCE** Summarize your legal experience (including teaching) since admission to the bar, particularly in the past ten years.

Percentage of practice in the last ten years representing: plaintiff _____ % defense _____ %

Percentage of federal or state court practice in the last ten years: federal _____ % state _____ %

Number of years in the last ten years in which litigation occupied more than 50% of your time: _____

I have had at least three civil trials or arbitrations within the past five years in which I have served as the lead attorney or have equivalent experience for one of the parties or an arbitrator.

VIII. **CURRENT PRACTICE** State the percentages of your current practice in the following roles: The total should equal 100%.

Neutral arbitrator, judge, or hearing officer: _____ %

Defense party arbitrator: _____ %

Plaintiff's party arbitrator: _____ %

Defense attorney: _____ %

Plaintiff's attorney: _____ %

Expert: _____ %

(List other role) _____ : _____ %

In descending order, list the subject areas of law in which you are currently most active. The total should equal 100%.

| Area of Law | Percentage of Practice |
|-------------|------------------------|
| a. _____ | _____ |
| b. _____ | _____ |
| c. _____ | _____ |
| d. _____ | _____ |

IX. ARBITRATION TRAINING Describe any arbitration training you have received. For each training, list the training provider's name, length of training, dates of training, and a brief description of the training.

X. ARBITRATION EXPERIENCE Summarize your arbitration experience in the last ten years. Include your role or roles (e.g., neutral arbitrator, party arbitrator, hearing officer, plaintiff's counsel, defense counsel, expert, etc.), number of years in each role, approximate number of cases in which you have participated in each role, and whether you are currently serving in any of these roles.

XI. MEDICAL MALPRACTICE EXPERIENCE Have you been involved in any medical malpractice case within the past ten years? If so, set forth the years of your involvement, your role (e.g., neutral arbitrator, plaintiff's counsel, defense counsel, party arbitrator, hearing officer, expert, litigant, etc.), and the approximate number of cases in each role.

XII. OTHER RELEVANT EXPERIENCE Describe any other relevant experience.

XIII. PREVIOUS INVOLVEMENT IN KAISER CASES Set forth your involvement, if any, in any case involving Kaiser or any affiliated entity or individual within the past three years. For each case, identify your role (e.g., neutral arbitrator, plaintiff/claimant party arbitrator, defense party arbitrator, judge, hearing officer, plaintiff/claimant counsel, defense counsel, expert, litigant etc.), whether the case went to verdict and, if so, for which side the verdict was rendered (plaintiff or defense), and the amount of the award, if any.

To the best of your recollection, were you involved in any Kaiser case prior to three years ago? If so, to the best of your recollection, state your role or roles. State the approximate number of cases in which you were involved. Be as specific as your records or recollection will permit.

XIV. EXPEDITED HEARINGS Are you willing to act as a neutral arbitrator for expedited claims that must be completed within five months or less of the date you are appointed?

Yes No

XV. PRO PER CASES Are you willing to act as a neutral arbitrator for cases in which one or both parties are not represented by counsel?

Yes No

XVI. INSURANCE Do you carry insurance that covers your activities as a neutral arbitrator?

Yes No

XVII. CONVICTIONS, SANCTIONS AND DISCIPLINE Answer each question:

Have you ever been convicted of a crime? Yes No

If yes, attach an explanation.

Have you ever been sanctioned by a court for \$1,000 or more? Yes No

If yes, attach an explanation.

Have you ever been disciplined by any court, administrative agency, bar association, or other professional group? Yes No

If yes, attach an explanation.

XVIII. MOST RECENT CASES

Provide contact information for participants in your most recent cases. These contacts must reflect different sides in the arbitration or civil trials and must be able to provide a report of how you handled yourself in an arbitration or civil trial.

as an arbitrator. List the name, addresses, and telephone numbers of counsel for the plaintiff and the defense **in the most recent** arbitrations or civil trials for which you served as a neutral arbitrator, judge or hearing officer.

as an attorney. List the name, addresses, and telephone numbers of opposing counsel and neutral arbitrators, judges, or hearing officers **for the most recent** arbitrations or civil trials in which you participated.

as a - . (Other - please describe.) List the names, addresses, and telephone numbers of counsel and/or arbitrators, judges, or hearing officers **in the most recent** arbitrations or civil trials in which you participated.

Provide a total of six contacts. You may provide contacts for yourself in different roles.

Matter #1. My role _____

Contact's role _____ Contact's name, address and telephone number:

Contact's role _____ Contact's name, address and telephone number:

Matter #2. My role _____

Contact's role _____ Contact's name, address and telephone number:

Contact's role _____ Contact's name, address and telephone number:

Matter #3. My role _____

Contact's role _____ Contact's name, address and telephone number:

Contact's role _____ Contact's name, address and telephone number:

XIX. TRAVEL Complete the following. Check at least one.

I am applying to conduct arbitrations in Northern California.

Northern California including; Alameda, Contra Costa, Marin, San Francisco, San Mateo, Sonoma, Napa, Solano, Sacramento, Yolo, San Joaquin, Santa Clara, Stanislaus, Placer and Fresno counties.

I am applying to conduct arbitrations in Southern California.

Southern California including; Kern, Ventura, Los Angeles, Orange, San Bernardino, and Riverside counties.

I am applying to conduct arbitrations in San Diego.

San Diego including; San Diego County and Imperial County.

As a member of the panel, neutral arbitrators are required to travel within the region(s) you check above. Are you willing to travel anywhere within the region you checked above to hear arbitration cases?

Yes No

XX. AFFIRMATION

My signature on this form affirms that the foregoing statements and all attached information are true and correct to the best of my knowledge. I understand that any misrepresentation, or any failure on my part to supply information requested by the Office of the Independent Administrator (OIA) may constitute a basis for my disqualification or withdrawal of my name as an arbitrator for OIA matters. I understand that if I am selected as a member of the OIA's panel of neutral arbitrators, copies of this application and all information I attach to it will be available to claimants, their attorneys, Kaiser, its attorneys, the OIA, and the Arbitration Oversight Board. I also understand that the Independent Administrator may attempt to verify any of the information contained in it. I consent to that process.

Signature

Date

SCHEDULE OF FEES AND COSTS

Copies of this form will be provided to the parties in the OIA's arbitration system. You may attach additional information as necessary.

ARBITRATOR'S NAME _____

1. FEES FOR YOUR SERVICES

- a. Hourly fees: _____ per hour
- b. Daily fees: _____ per day

2. TRAVEL COSTS

- a. I am willing to travel to the following counties **FOR FREE - - that is, without charging for travel time or travel expenses.** Check all that apply:

Northern California: Alameda County Contra Costa County Marin County
San Francisco County San Mateo County Sonoma County Napa County
Solano County Sacramento County Yolo County San Joaquin County
Santa Clara County Stanislaus County Placer County Fresno County

Southern California: Kern County Ventura County Los Angeles County
Orange County San Bernardino County Riverside County

San Diego: San Diego County Imperial County

- b. For the counties I have **NOT** checked above, I charge the following for travel time and expenses (hotel, mileage, meals, etc.):

3. POSTPONEMENT AND CANCELLATION COSTS

a. Do you charge for any postponed or canceled proceedings (conference, telephone call, meeting, hearing, etc.) during the course of an arbitration? Yes No
If yes, what are the terms and charges?

b. Do you charge a cancellation fee if a case settles, or is withdrawn before the hearing date? Yes No If yes, describe the terms and charges.

c. Describe any requirements you have regarding the timing of payments (such as advance deposits, forfeiture provisions, etc.)

4. Can you provide space for any or all of the arbitration proceedings? Yes No
If yes, set forth the location of the space and any applicable charges.

5. Set forth any other fees, terms or conditions you require in the event that you are selected to serve as a neutral arbitrator for an arbitration administered by the OIA. Attach a copy of any forms, stipulations or other agreements that you require the parties to sign in order for you to serve as a neutral arbitrator in any such matter.

6. I understand that the fee schedule sent to the parties by the OIA will remain in effect for the entire time that their case is before me. I also understand that I am required to travel within the geographical region(s) in which I serve. I affirm that this fee schedule and all attachments are true and correct.

Signature

Date

Certificate of Veracity, Consent and Understanding

The information contained in my application, and any attachments thereto, is true and accurate. In addition, I consent to and understand the following:

1. If my application is accepted, I will become a member of the neutral arbitrator panel organized and maintained by the Office of the Independent Administrator (OIA). I will not be an employee or agent of the OIA. The OIA may include my name on lists of neutral arbitrators from which claimants, their counsel, Kaiser, and its counsel may select neutral arbitrators.
2. My submission of an application for the OIA panel does not guarantee that I will be accepted on the panel unless I meet the qualifications. The OIA has complete discretion to make additions, changes, and deletions to the composition of the OIA panel at any time.
3. Becoming a member of the OIA panel does not guarantee that I will be selected by the parties to serve as a neutral arbitrator. I am under no obligation to accept any selection.
4. The OIA will disclose the information contained in my application to parties and their counsel.
5. I will promptly notify the OIA if there is any material change in the information provided in my application. I will notify the OIA and parties in any existing arbitration of any change of address, telephone number, or fax number within five days.
6. I am responsible for billing and collecting fees and expenses directly from the parties in the arbitration. The OIA has no liability to me for billing or payment.
7. I may not change the fees I charge for arbitrations administered by the OIA until October, and then only if I submit a timely update of fees. I may not change the fees I charge for any given arbitration from the fee schedule in place when my name was proposed to the parties or I was jointly selected.
8. After the OIA has informed the parties that I will be the neutral arbitrator in their case, the parties have the right to disqualify me if they comply with applicable California statutes.

Print Name _____

Signature _____ Date _____

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

EXHIBIT E

OIA Panel of Neutral Arbitrators

OIA Panel of Neutral Arbitrators

Northern California

| Title | First | Middle | Last | Suffix |
|---------------|--------------|---------------|-------------|---------------|
| The Honorable | David | W. | Abbott | (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.) |
| Mr. | Steven | A. | Block | Esq. |
| 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. |
| Justice | Dennis | A. | Cornell | (Ret.) |
| 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. | W. Gregory | | Engel | 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. | 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 | Margaret | J. | Kemp | (Ret.) |
| Judge | Victor | B. | Kenton | |
| Judge | Jack | | Komar | (Ret.) |
| Ms. | Barbara | | KongBrown | Esq. |
| Honorable | Diana | | Kruze | |
| Dr. | Urs | Martin | Laeuchli | Esq. |

OIA Panel of Neutral Arbitrators

Northern California

| Title | First | Middle | Last | Suffix |
|--------------|--------------|---------------|-------------|---------------|
| Mr. | Panos | | Lagos | Esq. |
| Justice | James | R. | Lambden | (Ret.) |
| Mr. | Ralph | A. | Lombardi | Esq. |
| Mr. | Kenneth | M. | Malovos | Esq. |
| Mr. | J. Michael | | Matthews | Esq. |
| Judge | James | J. | McBride | |
| Mr. | John | J. | McCauley | 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.) |
| Ms. | Julia | J. | Parranto | Esq. |
| Judge | Mark | H. | Pierce | |
| Mr. | Anthony | F. | Pinelli | Esq. |
| Mr. | Jonathan | | Polland | Esq. |
| Ms. | Andrea | M. | Ponticello | Esq. |
| Judge | Russell | D. | Pulver | (Ret.) |
| Mr. | Daniel | F. | Quinn | Esq. |
| Judge | Linda | | Quinn | (Ret.) |
| Judge | Ann | Elizabeth | Sarli | (Ret.) |
| Justice | William | D. | Stein | |
| Judge | Donald | J. | Sullivan | |
| Professor | Jon | H. | Sylvester | |
| Ms. | Irene | M. | Takahashi | Esq. |
| Judge | John | M. | TRUE | (Ret.) |
| Judge | Brian | R. | VanCamp | (Ret.) |
| Mr. | John | S. | Warnlof | Esq. |
| Judge | Thomas | E. | Warriner | (Ret.) |
| Mr. | Matthew | N. | White | Esq. |
| Mr. | Richard | M. | Williams | Esq. |
| Judge | Charlotte | Walter | Woolard | |

OIA Panel of Neutral Arbitrators

Southern California

| Title | First | Middle | Last | Suffix |
|---------------|--------------|---------------|-------------|---------------|
| Judge | Frederick | P. | Aguirre | (Ret.) |
| Judge | James | | Albracht | (Ret.) |
| Mr. | Maurice | J. | Attie | Esq. |
| Judge | Paul | L. | Beeman | (Ret.) |
| 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 | Jacqueline | | Connor | |
| Judge | Chris | R. | Conway | (Ret.) |
| The Honorable | Jaime | R. | Corral | (Ret.) |
| Judge | Patricia | Ann Yim | Cowett | (Ret.) |
| Mr. | Donald | B. | Cripe | Esq. |
| 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.) |
| Judge | Elizabeth | | Feffer | |
| 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 | |
| Mr. | Stephen | L. | Hewitt | Esq. |
| Judge | Joe | W. | Hilberman | |
| Judge | David | Allen | Horowitz | (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 | Robert | M. | Letteau | (Ret.) |
| Mr. | Philip | R. | LeVine | Esq. |
| Mr. | Leonard | S. | Levy | Esq. |
| Mr. | J. Michael | | Matthews | Esq. |
| Mr. | John | J. | McCauley | Esq. |
| Judge | Rita | | Miller | |

OIA Panel of Neutral Arbitrators

Southern California

| Title | First | Middle | Last | Suffix |
|---------------|--------------|---------------|------------------|---------------|
| Judge | David | S. | Milton | (Ret.) |
| Judge | Jamoa | A. | Moberly | (Ret.) |
| Justice | Fred | K. | Morrison | (Ret.) |
| Judge | Wendell | | Mortimer | (Ret.) |
| Judge | Kevin | J. | Murphy | (Ret.) |
| Honorable | Leslie | C. | Nichols | (Ret.) |
| Judge | Vincent | | O'Neill | Jr., (Ret) |
| Judge | Benny | C. | Osorio | (Ret.) |
| Ms. | Natalie | | PanossianBassler | Esq. |
| Judge | Victor | | Person | (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 | Richard | E. | Rico | |
| Judge | Gerald | | Rosenberg | (Ret.) |
| Judge | Michelle | R. | Rosenblatt | (Ret.) |
| Ms. | Sheri | E. | Ross | Esq. |
| Judge | Charles | G. | Rubin | (Ret.) |
| Mr. | Daniel | R. | Saling | Esq. |
| Judge | Ann | Elizabeth | Sarli | (Ret.) |
| Mr. | Michael | F. | Saydah | Esq. |
| Judge | Keith | | Schulner | (Ret.) |
| Judge | Mary | Fingal | Schulte | (Ret.) |
| The Honorable | Ramona | G. | See | (Ret.) |
| Judge | Clay | M. | Smith | (Ret.) |
| Judge | James | L. | Smith | (Ret.) |
| Judge | Michael | C. | Solner | |
| Judge | Donald | J. | Sullivan | |
| Ms. | Dana | | Susson | Esq. |
| Judge | Norman | Perry | Tarle | (Ret.) |
| Judge | Robert | W. | Thomas | (Ret.) |
| Judge | David | C. | Velasquez | (Ret.) |
| Judge | H. Stuart | | Waxman | (Ret.) |
| Mr. | Garry | W. | Williams | 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

| Title | First | Middle | Last | Suffix |
|--------------|--------------|---------------|-------------|---------------|
| Judge | Frederick | P. | Aguirre | (Ret.) |
| Judge | Paul | L. | Beeman | (Ret.) |
| Judge | Joseph | F. | Biafore | Jr., (Ret) |
| Judge | David | H. | Brickner | (Ret.) |
| Judge | Luis | A. | Cardenas | (Ret.) |
| Judge | Rosalyn | M. | Chapman | |
| 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 | John | F. | Herlihy | |
| Judge | Herbert | B. | Hoffman | (Ret.) |
| Judge | Victor | B. | Kenton | |
| Mr. | J. Michael | | Matthews | Esq. |
| Mr. | John | J. | McCauley | Esq. |
| 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.) |
| Honorable | Leslie | C. | Nichols | (Ret.) |
| Judge | Thomas | P. | Nugent | (Ret.) |
| Mr. | Gregory | A. | Post | Esq. |
| Judge | Ronald | Steven | Prager | (Ret.) |
| Judge | Russell | D. | Pulver | (Ret.) |
| Judge | Linda | | Quinn | (Ret.) |
| Judge | Sheridan | | Reed | (Ret.) |
| 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 | Charlotte | Walter | Woolard | |

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

| Racial and/or Ethnic Group | |
|--|--------|
| American Indian, Native American or Alaska Native | 0.55% |
| Asian | 2.19% |
| Black or African American | 2.19% |
| Hispanic/Latino or Spanish | 4.37% |
| Middle Eastern or North African | 0.55% |
| Native Hawaiian or Pacific Islander | 0.00% |
| White or Caucasian (Non-Hispanic) | 82.51% |
| Jewish | 0.55% |
| Decline to state | 7.10% |
| Just over 4% people identified an additional category: | |
| Asian / Irish / Jewish / White or Caucasian (Non-Hispanic) | |

| Person with a Disability | |
|---------------------------------|--------|
| Yes | 2.73% |
| No | 89.07% |
| Decline to State | 8.20% |

| Military Status | |
|---|--------|
| U.S. military veteran | 24.04% |
| Military service from a country other than the US | 0.55% |
| Current member of the Armed Forces (active duty or reserve) | 0.00% |
| No military service | 70.49% |
| Decline to State | 4.92% |

| Gender Identity | |
|--|--------|
| Female | 15.85% |
| Male | 79.23% |
| Non-conforming/Non-binary/gender variant | 0.00% |
| Transgender | 0.00% |
| Decline to State | 4.92% |

| Sexual Orientation | |
|---------------------------|--------|
| Asexual | 0.00% |
| Bisexual | 1.09% |
| Gay or Lesbian | 1.64% |
| Heterosexual | 88.52% |
| Pansexual | 0.00% |
| Decline to state | 8.74% |

EXHIBIT G

List of Awards to Claimants

List of 2021 Awards to Claimants

| Case Number (not actual OIA case number) | Amount of Awards | Month/Year |
|---|-------------------------|-------------------|
| 1 | \$108,233.31 | 04/21 |
| 2 | \$19,500.00 | 04/21 |
| 3 | \$394,391.00 | 04/21 |
| 4 | \$532,521.00 | 04/21 |
| 5 | \$99,999.99 | 04/21 |
| 6 | \$404,066.00 | 06/21 |
| 7 | \$185,000.00 | 06/21 |
| 8 | \$50,000.00 | 08/21 |
| 9 | \$200,000.00 | 08/21 |
| 10 | \$482,175.00 | 08/21 |
| 11 | \$1,343,079.00 | 08/21 |
| 12 | \$296,011.28 | 09/21 |
| 13 | \$250,000.00 | 09/21 |
| 14 | \$1,606,664.00 | 10/21 |
| 15 | \$951,552.62 | 10/21 |
| 16 | \$790,243.46 | 11/21 |
| 17 | \$1,741,016.00 | 12/21 |

EXHIBIT H

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 2021 Responses

| Claimant or Respondent? | Evals | Fair | Respectful | Timely | Response | Explained | Knew Law | Knew Facts | Decision | Billed | Fees | Recommend | Cnt/Avg |
|---------------------------|-------|------|------------|--------|----------|-----------|----------|------------|----------|--------|------|-----------|---------|
| | Rec'd | Q1 | Q2 | Q3 | Q4 | Q5 | Q6 | Q7 | Q8 | Q9 | Q10 | Q11 | |
| Unidentified Count | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 3 | |
| Unidentified Average | | 4.3 | 5.0 | 5.0 | 4.7 | 4.7 | 5.0 | 5.0 | 4.7 | 5.0 | 5.0 | 4.7 | 4.8 |
| Claimant Attorney Count | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 7 | 1 | 2 | 8 | |
| Claimant Attorney Average | | 3.5 | 3.5 | 4.3 | 4.0 | 3.6 | 3.5 | 3.4 | 4.7 | 5.0 | 3.0 | 3.1 | 3.8 |
| Pro Per Count | 4 | 4 | 4 | 4 | 3 | 4 | 4 | 4 | 4 | 0 | 1 | 4 | |
| Pro Per Average | | 4.0 | 4.3 | 3.8 | 4.3 | 4.0 | 3.8 | 3.8 | 4.3 | 0.0 | 1.0 | 3.8 | 3.7 |
| Respondent Count | 22 | 22 | 21 | 22 | 22 | 22 | 22 | 22 | 22 | 21 | 22 | 22 | |
| Respondent Average | | 4.8 | 4.9 | 4.7 | 4.9 | 4.8 | 4.8 | 4.7 | 4.6 | 4.9 | 4.9 | 4.6 | 4.8 |
| Total Count | 37 | 37 | 36 | 37 | 36 | 37 | 37 | 37 | 36 | 24 | 27 | 37 | |
| Total Average | | 4.4 | 4.5 | 4.5 | 4.6 | 4.4 | 4.4 | 4.4 | 4.6 | 4.9 | 4.6 | 4.2 | 4.5 |

EXHIBIT I

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):

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

Please comment: _____

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

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

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 J

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 K

Kaiser Arbitration Oversight Board Comments on the Annual Report

KAISER ARBITRATION OVERSIGHT BOARD

Board Comments on the Annual Report for 2021

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). It 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 arbitration 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 2021 Annual Report was distributed to the Board in March 2022 and discussed at length during the Board's March 17, 2022, 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 2021 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 2021 are detailed by the OIA in this Annual Report, such as:

- 2021 saw the number of Demands for Arbitration decrease by seventeen, having received 473 vs. 490 in 2020.
- On average, cases closed in 418 days, 62 days more than the preceding year.
- The pool of Neutrals consists of 164 neutral arbitrators, eighteen fewer than in 2020. Forty-five percent (45%) of them, or seventy-three, are retired Judges.
- Kaiser paid the neutral arbitrators' fees in 91% of the closed cases having fees. The arbitrators' hourly rates ranged from \$150/hrs. to \$1200/hr. The average rate was \$585/hr.
- Evaluations: Responding parties gave their neutral arbitrators an average of 4.2, 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 only 1% said it was worse.
- The OIA received positive evaluations by the parties, in that 88% of the responding parties and attorneys reported that the OIA system was the same as or better than the court system and 12% said it was worse.
- Both the OIA and AOB continue their efforts to increase the diversity of the Panel of Neutral Arbitrators.

Concluding Comments

In the Board's view, the Annual Report provides a thorough account of the operation of the of the Kaiser arbitration system during 2021, with useful comparisons to data from previous years. As detailed in the report, the OIA has received excellent performance ratings, providing sound evidence that the independently administered Kaiser arbitration system is successfully thriving on a model of continuous improvement to meet the goals of fair, timely, and cost-effective arbitration.

The AOB 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 Board thought the following 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 OIA and AOB, based on experience, periodically review and modify the rules, as necessary, 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 anonymously evaluate the arbitrators 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 OIA monitors and enforces deadlines.

PERFORMANCE MEASURES: Accurate and verifiable data is 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. The parties routinely evaluate arbitrators.

COST EFFECTIVENESS: The costs of arbitrations are tracked whenever possible. Costs to claimants are kept relatively low.

CONVENIENCE: Arbitration meetings and hearings are scheduled at times, and in locations, which 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.

CONTINUOUS IMPROVEMENT: The administration of the arbitration system strives for continuous improvement, guided by the evaluations conducted, the performance measures conducted, and constructive oversight.