

# **EXHIBIT A**

## **Description of OIA Staff**

## OIA Staff Descriptions

**Sharon Oxborough, Esq., Independent Administrator.** Ms. Oxborough is the principal of the Law Offices of Sharon Oxborough. Ms. Oxborough is a graduate of Hamline University, *summa cum laude*, and Harvard Law School, *cum laude*. She was a federal law clerk in the Central District of California. She has nearly twenty years of experience in general civil litigation, appeals, and alternative dispute resolution. She was of counsel to the Law Offices of Sharon Lybeck Hartmann. In that capacity, Ms. Oxborough drafted and negotiated the original *Rules* and forms used by the OIA and consulted about issues as they arose. She drafted all amendments and the OIA contracts and had primary responsibility for negotiating them with Kaiser and the AOB. During 2001, she supervised the day-to-day operations of the OIA when Marcella Bell was on maternity leave. Now, as Independent Administrator, she supervises the overall operation of the OIA, meets with Ms. Bell and Ms. O'Neal monthly regarding the status of cases, and wrote the Fifth, Sixth, and Seventh Annual Reports.

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

**Stephanie L. O'Neal, Esq., Assistant Director.** Ms. O'Neal is a graduate of Dartmouth College and UCLA School of Law. She also holds a Masters in Urban Planning from the UCLA School of Architecture and Urban Planning. Her legal experience is primarily in the areas of civil rights and alternative dispute resolution. Ms. O'Neal was an attorney with the Hartmann firm from 1996 to 2003. At the OIA, Ms. O'Neal reviews arbitrator applications and fee waiver applications, decides fee waiver applications and petitions for expedited proceedings, selects neutral arbitrators based on parties' responses, speaks with neutral arbitrators about their selection and the progress of their cases, and answers substantive questions from claimants and attorneys. She 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. O'Neal speaks with neutral arbitrators about the status of their cases, monitoring the progress of those open more than 15 months. She also assists Ms. Bell in supervision of the OIA and its staff. During 2004, she served as Acting Director when Marcella Bell was on maternity leave.

## EXHIBIT A

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

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

**Joyce Daniels, Administrative Legal Assistant.** Ms. Daniels attended Metropolitan Junior College (now Los Angeles Trade Technical College) where she majored in Secretarial Science for two years. She has worked with Ms. Hartmann and Ms. Oxborough since 1984 as legal secretary/assistant. Ms. Daniels has been a legal secretary for over thirty years in a number of large law firms including Irell & Manella and the U.S. Air Force, Judge Advocate General's Office. Ms. Daniels has worked in many areas of law including litigation, civil rights, alternative dispute resolution, bankruptcy, entertainment, labor, tax, probate/estate planning, patent/trademark and corporate. At the OIA, Ms. Daniels is responsible for sending out the lists of possible arbitrator ("LPA") packets to the parties. She also calls the parties to remind them of the deadline to respond to the LPA and keeps track of who is named on the LPAs and sends letters confirming the granting of 90 day postponements with new due dates.

**Maria Garcia, Administrative Staff.** Garcia worked at the Hartmann firm from 1996 to 2003. She generates the LPAs, assembles copies of the neutral arbitrators applications for the LPAs, and maintains the neutral arbitrator application files. She also inputs the information the neutral arbitrators provide about themselves in their applications into the OIA computer database and sends out neutral arbitrator applications to potential applicants. Ms. Garcia is fluent in Spanish.

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

## EXHIBIT A

# **EXHIBIT B**

**Rules for Kaiser Permanente Member  
Arbitrations Administered by the  
Office of the Independent Administrator,  
Amended as of January 1, 2007 (Redlined)**

**RULES FOR KAISER PERMANENTE MEMBER  
ARBITRATIONS**

**ADMINISTERED BY**

**THE OFFICE OF THE INDEPENDENT ADMINISTRATOR**

**AMENDED AS OF JANUARY 1, 2007**

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## **A. GENERAL RULES**

### **1. Goal**

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

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

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

### **3. Confidentiality**

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

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

All Neutral Arbitrators appointed on or after July 1, 2002, shall comply with the Ethics Standards for Neutral Arbitrators in Contractual Arbitration, Division VI of the Appendix to the California Rules of Court ("Ethics Standards.") All other 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 Foundation Hospitals, and/or The Permanente Medical Group, Inc. shall be served with a Demand for Arbitration by mailing the Demand for Arbitration addressed to that Respondent(s) in care of:

Kaiser Foundation Health Plan, Inc. or Legal Department P.O. Box 12916 Oakland, CA 94604	Kaiser Foundation Health Plan, Inc. Legal Department 1950 Franklin Street, 17th Floor Oakland, CA 94612
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Service on that Respondent shall be deemed completed when received.

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

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

Service on that Respondent shall be deemed completed when received.

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

## **9. Serving Other Documents**

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

Office of the Independent Administrator for the  
Kaiser Foundation Health Plan, Inc.  
P. O. Box 76587  
Los Angeles, California 90076-0587

or

Fax: 213-637-8658.

- c. If a Party or Arbitrator serves the Independent Administrator by fax, 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 document.
- d. Service on the Independent Administrator is effective on the date the Independent Administrator receives the document.

#### **10. Representation**

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

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

#### **11. Initiation of Arbitration**

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

#### **12. Filing Fee**

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

but can afford the filing fee or has received a waiver under 12.b, the Claimant(s) should follow the procedure set out in Rule 15.

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

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

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

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

- a. If the Demand for Arbitration seeks total damages of \$200,000 or less, the dispute shall be heard and determined by one Neutral Arbitrator, unless the Parties otherwise agree in writing that the arbitration shall be heard by two Party Arbitrators and a Neutral Arbitrator. The Arbitrators shall not have authority to award monetary damages that are greater than \$200,000.
- b. If the Demand for Arbitration seeks total damages of more than \$200,000, the dispute may be heard and determined by one Neutral Arbitrator and two Party Arbitrators, one appointed by the Claimant(s) and one appointed by the Respondent(s). Parties who are entitled to select a Party Arbitrator under these Rules may agree to waive this right. If both Parties agree, these arbitrations will be heard by a single Neutral Arbitrator.
- c. A Party who is entitled to a Party Arbitrator and decides to waive this right shall sign a Waiver of Party Arbitrator Form and serve a copy of it upon the Independent Administrator, Neutral Arbitrator, and other Party. The Claimant(s) shall serve this form on the Neutral Arbitrator and Respondent(s) no later than the date of the Arbitration Management Conference set out in Rule 25 and shall serve the Independent Administrator no later than five (5) days after serving the other Parties. If a Claimant(s) serves Respondent(s) with a signed Waiver of Party Arbitrator

Form, Respondent(s) shall inform Claimant(s) within five (5) days of the date of that Form if Respondent(s) will also waive the Party Arbitrator.

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

## **15. Payment of Neutral Arbitrator Fees and Expenses**

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

## **16. List of Possible Arbitrators**

- a. Within three (3) business days after the Independent Administrator has received both the Demand for Arbitration and the filing fee, or has granted a request for waiver of fees, it shall simultaneously send to each Party an identical List of Possible Arbitrators, along with the Application forms of and redacted Awards, if any, by each of the possible Neutral Arbitrators.
- b. The List of Possible Arbitrators shall contain the names of twelve (12) persons. The Independent Administrator will choose the twelve (12) names at random from the Independent Administrator's arbitration panel for San

Diego, Southern or Northern California, based on the location where the cause of action arose.

- c. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the Parties' responses to the List of Possible Arbitrators on or before the deadline date appearing on the List of Possible Arbitrators. This deadline will be twenty (20) days from the day the Independent Administrator sent the List of Possible Arbitrators. Rules 17 and 18 specify how the Parties may respond.

**17. Joint Selection of the Neutral Arbitrator**

- a. The Parties may all agree upon a person listed on the List of Possible Arbitrators. If they do, the Parties and counsel shall sign the Joint Selection of Neutral Arbitrator Form. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the form by the deadline set out in Rule 16.c.
- b. Rather than selecting a Neutral Arbitrator from the List of Possible Arbitrators, the Parties may agree to select another person to serve as Neutral Arbitrator, provided that the person agrees in writing to comply with these Rules. If the Parties collectively select a person not on the List of Possible Arbitrators, all the Parties and counsel shall complete and sign the Joint Selection of Neutral Arbitrator Form. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the form by the deadline set out in Rule 16.c.
- c. The Independent Administrator encourages Parties, if possible, to make more than one joint selection and requires the Claimant and Respondent to individually submit the List of Possible Arbitrators under Rule 18. If the person the Parties have jointly selected is unable to serve, the Independent Administrator will then first use other joint selection(s). If only one joint Selection was submitted, the Independent Administrator will then use the strike and ranked List(s) of Possible Arbitrators. If no such List was submitted, Rule 18.c shall apply, and the Independent Administrator will randomly select a possible Neutral Arbitrator from the List of Possible Arbitrators.
- d. After the Independent Administrator has received these forms, it will send a Letter Confirming Service to the person who has agreed to act as Neutral Arbitrator, with a copy to the Parties.

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

- a. If the Parties do not collectively agree upon a Neutral Arbitrator, the Neutral Arbitrator shall be selected from the List of Possible Arbitrators in the following manner. Claimant(s) and Respondent(s) may each strike up to four (4) names to which the Party objects and shall rank the remaining names in order of preference with "1" being the strongest preference. No name should be left blank. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the forms by the deadline set out in Rule 16.c.
- b. Regardless of the number of Claimants or Respondents, the Claimant(s) shall return only one list of preferences and the Respondent(s) shall return only one list of preferences. If they do not, Rule 18.c will apply.

- c. Unless there is a ninety (90) day continuance pursuant to Rule 21, if the Independent Administrator does not receive a response from a Party by the deadline set out in Rule 16.c, all persons named on the List of Possible Arbitrators shall be deemed equally acceptable Neutral Arbitrators to that Party.
- d. At any time before the Party's response is due, a Party or representative may request to review further information, if any, which the Independent Administrator has in its files about the persons named on the List of Possible Arbitrators. Parties and their representatives may call the Independent Administrator at 213-637-9847 to request such information. The Parties and their representatives may review the information by going to the Independent Administrator's office. If requested, the Independent Administrator will also send the information to the Party or attorney by mail or fax. Parties who request that further information be sent to them shall be responsible for the Independent Administrator's cost of providing it, with no charge made for duplication of the first twenty-five (25) pages. Time spent requesting or waiting for the additional information shall not extend the time to respond to the List of Possible Arbitrators.
- e. Working from the returned Lists of Possible Arbitrators it has timely received, the Independent Administrator shall invite a person to serve as the Neutral Arbitrator, asking first the person with the lowest combined rank whose name has not been stricken by either Party. If the person with the lowest combined rank is not available, the Independent Administrator will ask the second lowest ranked person who was not stricken by either party, and will continue until a person whose name was not stricken agrees to serve. When the Independent Administrator contacts the persons, it shall inform them of the names of the Parties and their counsel and ask them not to accept if they know of any conflict of interest. If there is a tie in ranking, the Independent Administrator shall select a person at random from those choices who are tied.
- f. If, for any reason, a Neutral Arbitrator cannot be obtained from the first List of Possible Arbitrators, the Independent Administrator shall send a second 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. If, for any reason, a Neutral Arbitrator cannot be obtained from the second List of Possible Arbitrators, the Independent Administrator shall randomly select a Neutral Arbitrator from the other members on the panel who have not been named on either prior List of Possible Arbitrators.
- g. If a Neutral Arbitrator should die, become incapacitated, be disqualified, or otherwise become unable or unwilling to proceed with the arbitration after appointment, the Independent Administrator shall serve the Parties with a new List of Possible Arbitrators and the selection process as set out in Rules 16 through 18 shall begin again.

**19. Acceptance by the Neutral Arbitrator**

- a. If a person in the Independent Administrator's pool is appointed as the Neutral Arbitrator in a case and either served a notice saying no further work by the Parties or the attorneys would be accepted during the pendency of the case, or failed to serve any Standard 12(b) disclosure, the person shall be removed from the pool until the case is closed.

- b. When a person agrees to act as a Neutral Arbitrator under Rule 18, the Independent Administrator shall send the person a copy of these Rules and a Letter Confirming Service. The Independent Administrator shall also serve the Parties with a copy of the Letter Confirming Service.

**20. Disclosure and Challenge**

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

**21. Postponement of Selection of Neutral Arbitrator**

- a. The Claimant(s) may obtain a single postponement of up to ninety (90) days for the appointment of the Neutral Arbitrator if the Independent Administrator receives a written request for postponement on or before the date that the response to the List of the Possible Arbitrators is due under Rule 16. Claimant(s) shall serve a copy of this request for postponement on the Respondent(s). Regardless of the number of Claimants, Claimant(s) is entitled to only a single ninety (90) day postponement of the appointment of the Neutral Arbitrator.
- b. If the Claimant(s) agrees in writing, Respondent(s) may obtain a single ninety (90) day postponement for the appointment of the Neutral Arbitrator. The Independent Administrator must receive this written request for postponement before the date that the response to the List of the Possible Arbitrators is due under Rule 16.c.
- c. There shall be only one postponement whether made by either Claimant(s) or Respondent(s) pursuant to this Rule in any arbitration.

**22. Selection of the Party Arbitrator**

- a. If the Parties are entitled to a Party Arbitrator and have not waived that right, the Claimant(s) and the Respondent(s) shall each select a Party Arbitrator and notify the Independent Administrator and the Neutral Arbitrator of the Party Arbitrator's name, address, and telephone and fax numbers. Each Party Arbitrator shall sign the Agreement to Serve, and submit it to the Independent Administrator before serving in the arbitration.
- b. If possible, the Parties should select the Party Arbitrators before the Arbitration Management Conference that is set forth in Rule 25. Any Party Arbitrator who is selected after the Arbitration Management Conference shall conform to any arbitration schedule established prior to his or her selection. Notwithstanding any other Rule, if a Party Arbitrator has not been



selected, or has not signed the Agreement to serve, or does not attend a hearing, conference or meeting set by the Neutral Arbitrator of which the Party Arbitrator or Party had notice, the remaining Arbitrators may act in the absence of such Party Arbitrator.

- c. Regardless of the number of Claimants or Respondents, all of the Claimant(s) are entitled to only one Party Arbitrator and all of the Respondent(s) are entitled to only one Party Arbitrator.
- d. No Claimant, Respondent, or attorney may act as Party Arbitrator in an arbitration in which he or she is participating in any other manner.

### **23. Appointment of Chairperson**

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

## **C. RULES FOR REGULAR PROCEDURES**

### **24. Deadline for Disposing of Arbitrations**

- a. Unless Rule 24.b, 24.c, or 33 applies, the Neutral Arbitrator shall serve an Award on the Parties and the Independent Administrator, or the arbitration shall be otherwise concluded, within eighteen (18) months of the Independent Administrator receiving the Demand for Arbitration and filing fee or granting the fee waiver. The Parties and Arbitrator are encouraged to complete the arbitration in less time than the maximums set forth in the Rules, if that is consistent with a just and fair result.
- b. If all of the Parties and their counsel agree that the claim is a complex case and the Neutral Arbitrator agrees, the Neutral Arbitrator shall serve an Award on the Parties and the Independent Administrator, or the arbitration shall be otherwise concluded, within twenty-four (24) to thirty (30) months of the Independent Administrator receiving the Demand for Arbitration and filing fee or granting the fee waiver. The Parties, counsel, and the Neutral Arbitrator shall sign and serve the Designation of Complex Arbitration Form upon the Independent Administrator.
- c. There may be some small number of extraordinary cases which cannot be disposed of within thirty (30) months, such as those where the damages or injuries cannot be ascertained within that time. If all the Parties, counsel, and Neutral Arbitrator agree, the Neutral Arbitrator may select a later date for disposition of the case. The Parties, counsel, and the Neutral Arbitrator shall sign and serve the Designation of Extraordinary Arbitration Form upon the Independent Administrator. This form will set forth the reason for this designation and the target disposition date.
- d. It is the Neutral Arbitrator's responsibility to set a hearing date and to ensure that the arbitration proceeds within the time limits set out in these

Rules. Failure by the Parties, counsel, or Neutral Arbitrator to comply with this Rule may subject them to sanction, removal as Neutral Arbitrator, or removal from the pool of Neutral Arbitrators. However, this Rule is not a basis to dismiss an arbitration or a claim. Nothing in this paragraph affects the remedies otherwise available under law for violation of any other Rule.

## **25. Arbitration Management Conference**

- a. The Neutral Arbitrator shall hold an Arbitration Management Conference with the attorneys representing the Parties, or the Claimant in pro per and the attorney(s) representing Respondent(s) within sixty (60) days of the date of the Letter Confirming Service of the Neutral Arbitrator. The Neutral Arbitrator shall give notice to the Parties of the time and location at least ten (10) days in advance. The Arbitration Management Conference may be conducted by telephone or by video conference if such facilities are available.
- b. The Neutral Arbitrator shall discuss, but is not limited to, the following topics:
  - i. the status of the Parties, claims, and defenses;
  - ii. a realistic assessment of the case;
  - iii. any pending or intended motions;
  - iv. completed and intended discovery;
  - v. the procedures to be followed, including any written submissions the Neutral Arbitrator requires or permits; and
  - vi. if appropriate, whether the Parties have or will waive any Party Arbitrator.
- c. At the Arbitration Management Conference, the Arbitrator shall establish:
  - i. the schedule for motions and the mandatory settlement meeting and
  - ii. the dates of the Arbitration Hearing. The Arbitrator and the Parties shall schedule the Arbitration Hearing for consecutive days if more than one day is necessary. If the Arbitrator permits post-Arbitration briefs, the dates for the Arbitration Hearing must be set early enough to ensure that it will be closed within the deadlines established in Rule 24.
- d. If any of the Parties is not represented by counsel, the Neutral Arbitrator should explain the process to be followed at the Arbitration Hearing, use of motions, need for expert witnesses, costs, etc.
- e. The Neutral Arbitrator shall record all deadlines established by the Neutral Arbitrator during the Arbitration Management Conference on the Arbitration Management Conference Form. The Neutral Arbitrator shall serve the Arbitration Management Conference Form on the Parties and the Independent Administrator within five (5) days of the Arbitration Management Conference. The Neutral Arbitrator shall also serve a copy of the Arbitration Management Conference Form on the Party Arbitrators if and when they are named.

- f. At any time after the Arbitration Management Conference, the Neutral Arbitrator may require, or the Parties may request, additional conferences to discuss administrative, procedural, or substantive matters and to assure that the case continues to move expeditiously. Neutral Arbitrators are encouraged to conduct such conferences by telephone or video conference if facilities are available.

## **26. Mandatory Settlement Meeting**

- a. No later than six (6) months after the Arbitration Management Conference, attorneys representing the parties, or the claimant in pro per and the attorneys representing the respondents shall conduct a mandatory settlement meeting. Represented parties are not required to attend, but if they choose not to do so, either their attorneys must be fully authorized to settle the matter, or the parties not present must be immediately available by phone for consultation with their attorneys while the meeting is in progress. The Parties shall jointly agree on the form these settlement discussions shall take, which may include a conference by telephone, a video-conference, an in-person meeting or any other format they shall agree upon. This Rule does not require that a neutral third party oversee the mandatory settlement meeting; nor does it preclude the presence of such a person. The Neutral Arbitrator shall not take part in the mandatory settlement meeting. Within five (5) days after the mandatory settlement meeting, the Parties and their counsel shall sign the Mandatory Settlement Meeting Form and serve a copy on the Independent Administrator to confirm that the meeting occurred. If the Parties have settled the claim, they shall give notice as required in Rule 40.
- b. This Rule sets a deadline for the Parties to conduct a mandatory settlement meeting. The Parties are encouraged to engage in settlement discussions at an earlier date.
- c. Section 998 of the California Code of Civil Procedure (Offers by a Party to Compromise) applies to arbitrations conducted under these Rules.

## **27. Discovery**

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

- d. At the request of the Parties and as would be permitted in state court, the Neutral Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive or private information.

## **28. Postponements**

- a. Any postponement of dates other than that set out in Rule 21 shall be requested in writing from the Neutral Arbitrator if one has been appointed or from the Independent Administrator if the Neutral Arbitrator has not been appointed or has become incapacitated. The request shall set out good cause for the postponement and whether the other Party agrees. Postponements, absent extraordinary circumstances, shall not prevent the Arbitration Award from being served within the time periods specified in Rule 24. Failure of the parties to prepare for a scheduled hearing or to keep the hearing dates free from other commitments does not constitute extraordinary circumstances.
- b. Whenever a Party requests a postponement of an Arbitration Hearing, the request must be in the form of a written motion to the Neutral Arbitrator, with a copy served on the Parties.
  - i. The motion must state the reasons for the request.
  - ii. The Neutral Arbitrator must issue a written order that either denies or grants the motion for postponement, states who made the motion, and gives the reason for the decision. The order must be served on the parties and the Independent Administrator. If the Neutral Arbitrator grants the motion, the order must state the date to which the hearing has been postponed.
  - iii. If the motion for a postponement is granted, the Neutral Arbitrator has the discretion to enter an order requiring that the Neutral Arbitrator's costs and fees associated with the postponement of an Arbitration Hearing be paid by the party requesting the postponement

## **29. Failure to Appear**

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

**30. Securing Witnesses for the Arbitration Hearing**

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

**31. Close of Hearing or Proceeding**

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

**32. Documents**

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

**D. RULES FOR EXPEDITED PROCEDURES**

**33. Expedited Procedures**

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

- d. Except when inconsistent with orders made by the Neutral Arbitrator to meet the deadline for the disposition of the case, the other Rules shall apply to cases with Expedited Procedures.

**34. Seeking Expedited Procedures from the Independent Administrator**

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

**35. Seeking Expedited Procedures from the Neutral Arbitrator**

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

**36. Telephonic Notice**

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

## **E. RULES ON AWARD AND ENFORCEMENT**

### **37. Time of Award**

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

### **38. Form of Award**

- a. A majority of the Arbitrators shall sign the Award. The Award shall specify the prevailing Party, the amount and terms of the relief, if any, and the reasons for the decision. In setting forth the reasons, the Award, or any decision deciding an arbitration, shall provide findings of fact and conclusions of law, consistent with California Code of Civil Procedure Section 437c(g) or Section 632. The reasons for the decision will not become part of the Award nor be admissible in any judicial proceeding to enforce or vacate the Award. The Arbitrator may use the Arbitration Award Form. The Neutral Arbitrator shall be responsible for preparing the written Award.
- b. As required by California regulation, all written decisions must contain the following language in bold, twelve (12) point type,  
  
“Nothing in this arbitration decision prohibits or restricts the enrollee from discussing or reporting the underlying facts, results, terms and conditions of this decision to the Department of Managed Health Care.”

### **39. Delivery of the Award**

- a. The Neutral Arbitrator shall serve a copy of the Award on the Parties and Independent Administrator by mail.
- b. Respondent(s) shall redact the Award by eliminating the names of the enrollees, the plan, witnesses, providers, health plan employees, and health facilities.
- c. Respondent(s) shall serve the redacted Award on the Independent Administrator and Claimant(s). The redacted version of the Award will become part of the Neutral Arbitrator’s file.

### **40. Notice after Settlement or Withdrawal**

- a. At any point in the proceedings, if the Parties reach a settlement, they shall promptly inform the Neutral Arbitrator and the Independent Administrator in writing. Upon receiving such notice, the Independent Administrator shall deem the arbitration terminated.

- b. If a Claimant decides to withdraw a demand, the Claimant or the Claimant's attorney shall serve a notice of withdrawal upon Respondent, the Neutral Arbitrator, and the Independent Administrator.
- c. Except in cases in which the Independent Administrator receives a decision from the Neutral Arbitrator, the Neutral Arbitrator's appointment is terminated on the date the Independent Administrator receives written notice under Rule 40.a or 40.b. No further Neutral Arbitrator will be appointed.

**41. Sanctions**

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

**42. Release of Documents for Judicial Proceedings**

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

**F. RULES OF ADMINISTRATION**

**43. Counting of Days**

- a. Unless a Rule specifies otherwise, "days" mean calendar days. Thus, all days, including holidays, Saturdays and Sundays are to be counted when counting the number of days. In determining the date an action is required, the date of the event or document that triggers the action is not included, but the date by which the action must occur is included.
- b. If a Rule refers to "business days," federal holidays, Saturdays, and Sundays are excluded when counting the number of days.
- c. If the date on which some action is to be taken, or a notice, process, or other communication would otherwise be required to be sent or a period would otherwise expire, falls on a holiday, a Saturday, or a Sunday, the date is extended to the next succeeding business day.

**44. No Limit on Immunity**

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

**45. Neutral Arbitrator Fees**

- a. If the Neutral Arbitrator was selected from the List of Possible Arbitrators, the Neutral Arbitrator's compensation for an arbitration shall accord with the fees and terms sent out to the Parties by the Independent Administrator with the List of Possible Arbitrators.



- b. The Independent Administrator is not responsible for, or involved in the collection of, the Neutral Arbitrator's fees.

#### **46. Expenses**

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

#### **47. Forms**

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

#### **48. Questionnaire**

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

#### **49. Evaluation**

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

#### **50. Amendment of Rules**

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

Administrator shall adopt such temporary rules as it deems necessary to preserve the orderly administration of the arbitration system.

**51. Conflict with Law**

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

**52. Acknowledgment of No Warranty**

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

**53. Public Reporting**

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

**54. Legal Advice**

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

**If You Do Not Have An Attorney**

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." This Office of the Independent Administrator wants you to know about our system and its procedures. We cannot, however, give you legal advice. This is because we do not take sides in any case.

Please note: We try to ensure that the facts in this handout are accurate. However, where there are rules, the rules take priority.

**What is the Office of the Independent Administrator, or the OIA?**

The OIA oversees the arbitration process. We are neutral. We are not part of Kaiser Permanente. The written Rules for Kaiser Permanente Member Arbitrations Administered by the Office of the Independent Administrator control the arbitrations. If you represent yourself, read these Rules carefully. If you have questions about these Rules, call the OIA at (213) 637-9847.

We cannot give legal advice. We will tell you what the Rules mean and how to follow them. However, we cannot advise you on how the Rules might affect your case.

### **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. A neutral arbitrator hears the evidence and acts as a judge. This person decides both the facts and the law.

Neutral arbitrators cannot give legal advice. They decide cases based on the law and the facts presented by both sides. Their 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 not mediation. Arbitration is a legal proceeding where evidence is presented. It is similar to a trial in a court. Mediation, however, is not a legal proceeding. People solve their dispute with the help of a neutral person, called the "mediator." A mediator cannot make a decision that the parties have to accept. Mediation is a voluntary attempt to settle the dispute. A mediator tries to help the parties reach an agreement and end their dispute.

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

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

### **What is summary judgment and why is it important to my claim of medical malpractice?**

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 any other expert witnesses needed?**

Sometimes. If you are asking for lost wages or future damages, you may need an economist or other financial expert to testify. You may also need other experts based on your claims.

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

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

## **When are party arbitrators used?**

Only parties who claim more than \$200,000 in damages may have a party arbitrator. However, you can claim more than \$200,000 without having one. If you choose to have a party arbitrator, you will have to find and pay your party arbitrator. You must also pay one-half of the neutral arbitrator's fees, unless you qualify for a fee waiver under Rule 13. While both sides choose the neutral arbitrator, each side chooses its own party arbitrator. In cases with party arbitrators, at least two of the three arbitrators must agree on all rulings, including the award.

If you claim more than \$200,000, you may give up your right to a party arbitrator. If the respondent also agrees to give up its party arbitrator, a single neutral arbitrator will hear your case. This neutral arbitrator will be authorized to award more than \$200,000. If the respondent will not give up its party arbitrator, you must also have a party arbitrator. In either case, the respondent will pay all of the neutral arbitrator's fees and expenses if you sign the Waiver of Objection to Payment of Fees and the Waiver of Party Arbitrator - Claimant Forms.

For more information about party arbitrators and payment of the neutral arbitrator's fees, see Rules 13, 14, 15, and 22.

## **What is *ex parte* communication?**

*Ex Parte* communication occurs when one party talks or writes to the neutral arbitrator without giving the other party 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. You must also send a copy of the letter to the other party. You may also ask for a conference call with the neutral arbitrator and the other party.

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

When you represent yourself, you must do all the tasks that a lawyer would do:

- Learn the California law that applies to the case.
- Meet deadlines.
- Find and subpoena witnesses when they are needed.
- Find, hire, and pay expert witnesses when they are needed.
- Write and deliver all documents that the neutral arbitrator tells you to prepare.

Some of these tasks take time, are difficult, cost money, and must be done in advance. If this sounds like a lot of work, it is. The neutral arbitrator will not make the job any easier because you represent yourself. We encourage people to get a lawyer to represent them. If you represent yourself, we will help you understand the Rules. But neither the OIA nor the neutral arbitrator can give you legal advice or help you find an expert witness.

**Are there other resources to help people who represent themselves?**

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

If you have any questions, please call the OIA at (213) 637-9847. You can get copies of the Rules, our forms and other helpful items at our website at [www.oia-kaiserarb.com](http://www.oia-kaiserarb.com).

# **EXHIBIT C**

## **Review Letter**

## **Independent Accountants' Report on Applying Agreed-Upon Procedures**

To the Members:  
Kaiser Arbitration Oversight Board

We have performed the procedures detailed in 'Exhibit A' of the attached 'Report on the Agreed-Upon Procedures for the Office of the Independent Administrator (OIA)'. The procedures were agreed to by the Kaiser Arbitration Oversight Board (AOB). The purpose of the procedures is solely to assist the users of the report in evaluating the accuracy of certain statistics reported in the seventh annual report, and to evaluate the OIA's assertion about their compliance with the amended rules for Kaiser Permanente member arbitrations administered by the OIA.

This agreed-upon procedures engagement was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of the report. Consequently, we make no representations regarding the sufficiency of the procedures described in the attached report either for the purpose for which this report has been requested or for any other purpose.

Our procedures are documented in 'Exhibit A' and our detailed findings are presented in the 'Results of the Agreed-Upon Procedures'. Our procedures were performed during the months of May and June of 2006. We have not performed procedures subsequent to that period and make no undertaking to advise anyone of changes to the controls and procedures of OIA's management of the arbitration process, and its data processing operations of which we may become aware of subsequent to the date of this letter.

We were not engaged to, and did not perform, an examination, the objective of which would be the expression of an opinion on the OIA's assertion regarding compliance with their contract with the AOB. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information of the AOB and the parties listed in the first paragraph above, and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

June 19, 2006

## Michael Roll and Associates Detailed Work Plan

### Section I – Amended Rules for Kaiser Permanente Member Arbitrations Administered by the OIA

1. Management of Demands for Arbitration.
  - Verify that the OIA is receiving Demands for Arbitration forms within 10 days of receipt by Kaiser.
  - Review policies and procedures for the waiver of the filing fee.
  - Verify that the OIA is approving or denying fee waiver forms and notifying parties of their decision within 15 days of receipt of the fee waiver form.
  - Determine if adequate notice is given to claimants who have not paid the filing fee before their case is considered abandoned.
  - Verify that filing fees are refunded within 75 days to claimants who paid the fee prior to having their fee waiver request approved.
  - Verify that all filing fees received by the OIA are being offset against payments made by the AOB.
  - Verify that cases deemed abandoned for non-payment of the filing fee are only designated as such after the required 75 day grace period.
  - Inquire of management and review documentation to ensure that pro pers are being informed of their rights in a timely manner.
  - Verify that the OIA is adhering to current applicable privacy rules.
  
2. Selection of Arbitrators
  - Review policies and procedures for the selection of arbitrators.
  - Review documentation sent to determine if there is adequate notice of the right to select a party arbitrator when considered desirable.
  - Determine if claimants are informed of the possible consequences of waiving their right to a party arbitrator.
  - Verify that section 15 (requiring the claimant to waive certain rights if Kaiser pays for the neutral arbitrator) is appropriately administered.
  - Review the required qualifications for neutral arbitrators for consistency with the rules.
  - Sample approved arbitrator applications to verify that the selected qualified arbitrator meets the required standards of qualifications.
  - Sample denied arbitrator applications to verify that the applicant did not meet the required standards of qualifications.
  - Verify OIA's statistical reporting of data on the average time it takes to agree upon neutral arbitrator (increase sample of cases involving pro pers to gain assurance on statistics reported by the OIA).
  - Verify that copies of the Waiver of Objection Form are included in claimant's files when applicable.
  - Verify that in cases where the claimant has not requested that Kaiser pay all arbitrator fees, that the fees and expenses are shared equally between the claimant and Kaiser.



- Verify that the OIA is rotating among qualified arbitrators as required by the amended rules for the OIA for list and strike selection procedures (when arbitrators are not jointly selected).
- Verify that the OIA is simultaneously sending a randomly generated identical list of possible arbitrators containing 12 names to both parties within 3 days of receiving both the Demand for Arbitration form, and the filing fee.
- Verify that the OIA is sending copies of redacted awards by each of the possible arbitrators to each party.
- Verify that the OIA is receiving responses to their list of possible arbitrators within 20 days, unless a continuance has been requested.
- Review policies and procedures for following up on any delays in receiving responses from either party.
- Sample cases to determine if arbitrators are convening arbitration conferences in a timely manner.
- Verify that the OIA is maintaining a list of all qualified neutral arbitrators, and maintaining a file on each.
- Sample the files of arbitrators to ensure that each file contains the history of the arbitrator's rulings in Kaiser arbitrations, written decisions (if any) in those cases, a biography and any additional information necessary to enable parties to screen for bias and possible conflicts of interest.
- Utilize sample to determine if the OIA is adhering to the rules governing case acceptance by the neutral arbitrator.
- Verify that the OIA is following the rules governing the selection of the party arbitrator.
- Verify that all neutral arbitrators appointed on or after July 1, 2002 are required to comply with applicable ethics standards.

### 3. Monitoring of Arbitration Cases

- Review policies and procedures for ensuring that all outstanding arbitration cases are being monitored on an ongoing basis by the OIA.
- Utilize sample of cases to determine if the OIA is monitoring the activities of the arbitrators to ensure that all deadlines are being adhered to.
- Verify that Designations of Complex Arbitration forms are being filed for all cases that exceed 24 months.
- Verify that Designations of Extraordinary Arbitration forms are being filed for all cases that exceed 30 months.
- Review policies and procedures for approving requests for expedited procedures.
- Verify that all requests for expedited procedures are being approved and the parties informed within 5 days after any opposition of the respondent is due.
- Utilize sample to verify that no 90 day continuances have been permitted in cases requiring expedited procedures.
- Determine if policies and procedures exist for handling claimants' complaints regarding timeliness during the arbitration process.

- Verify that the OIA is receiving and retaining orders for postponements when applicable.
- Review policies and procedures for ensuring that postponed cases are resumed on the date to which the hearing was postponed.
- Verify the existence of procedures for monitoring cases and supervising the neutral arbitrators to assure efficient progress and the meeting of deadlines.

#### 4. Reporting on Arbitration Management

- Verify the accuracy of statistics reported on average time to appointment of arbitrators.
- Verify the accuracy of the statistics reported on arbitrator applications.
- Verify the accuracy of the statistics reported cases with 90 day postponements.
- Verify the accuracy of statistics reported on claimants with and without attorneys (Pro Pers).
- Verify the statistics reported on the status of open cases at the OIA.
- Verify the accuracy of statistics reported on the manner in which cases have been closed.
- Verify the accuracy of statistics on cases decided by hearing reported by the OIA.
- Verify the statistics on the average days to closure of cases.

#### 5. Disposition of Arbitration Cases

- Verify that all regular cases are being disposed of within 18 months of the OIA receiving the demand for arbitration and filing fee or granting the fee waiver.
- Verify that the OIA receives questionnaires from each neutral arbitrator at the conclusion of each case.
- Verify that the OIA is receiving the notice of award from the neutral arbitrator.
- Verify that the OIA is monitoring extraordinary and complex cases to ensure that an award is served no later than 30 business days after the closing of the arbitration hearing.
- Utilize sample to verify that the OIA maintains a copy of the redacted award in each case file.
- For cases where the demand for arbitration is received on or after January 1, 2005, verify that the OIA receives fee information from the neutral arbitrators.

1. Integrity of data produced by the system
  - Utilize sample cases to determine if the system will flag any missed deadlines.
  - Utilize test case data to determine allowable parameters of the system.
  - Verify that the system cannot close a case without preset approvals having been completed.
  - Utilize sample of cases to verify that status in the system matches actual status of the case.
  
2. Logical Access Security
  - Obtain policies and procedures for changing passwords. Evaluate that passwords are required and changed on a regular basis.
  - Perform a walkthrough to ensure that computers are logged off when employees leave their workstations and at night.
  - Observe the exit screen of selected user ID's to ensure that passwords were encrypted.
  - Review list of terminated employees and verify that their access to the system has been removed.
  - Obtain policies and procedures for email and internet activity, and verify that there are controls in place to protect claimant information.
  - Verify that there are adequate controls over remote access.
  - Review access lists to determine if only authorized users have access to the system.
  - Review list of employees with remote access for appropriate authorization levels.
  - Verify that there is adequate anti-virus software in operation to protect the system from being compromised.
  
3. Physical Access Security
  - Inquire of management and review the availability and adequacy of policies and procedures governing physical security.
  - Test to determine that only authorized employees have access to the facility.
  - Inquire of management and review policies and procedures for disposition of computer hardware to determine that private information is being adequately protected.
  - Review list of terminated employees to verify that their access to the facility has been revoked.
  
4. Additional System Controls
  - Inquire of management and review appropriate documentation to ensure that changes to systems software are appropriately tested, migrated and approved.

- Inquire of management and review backup and recovery documentation to determine if procedures exist to ensure the recovery of systems and data files in the event of a system failure.
- Inquire of management and review policies and procedures governing system backups.
- Verify that the system is being backed up offsite.
- Inquire of management and review any available documentation to determine that there is an adequate and current business resumption plan in the event of a disaster.

# **EXHIBIT D**

## **Qualifications for Neutral Arbitrators**

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

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

# **EXHIBIT E**

## **Lists of Neutral Arbitrators On The OIA Panel as of December 31, 2006**

## OIA Panel of Neutral Arbitrators

### Northern California

Justice Nat Anthony Agliano  
Judge Demetrios P. Agretelis, (Ret.)  
Judge Paul J. Aiello, (Ret.)  
Mr. Roger F. Allen, Esq.  
Justice Carl West Anderson, (Ret.)  
Ms. Karen G. Andres, Esq.  
Judge Robert A. Baines  
Judge Michael E. Ballachey, (Ret.)  
Ms. Eileen Barker, Esq.  
Judge Michael J. Berger  
Judge Joseph F. Biafore, Jr.  
Mr. Stephen M. Biersmith, Esq.  
Mr. Daniel V. Blackstock, Esq.  
Judge Allan J. Bollhoffer  
Judge Cecily Bond, (Ret.)  
Mr. Robert J. Brockman, Esq.  
Ms. Mary Margaret Bush, Esq.  
Mr. Fred D. Butler, Esq.  
Judge Robert K. Byers  
Mr. Thomas Campbell, Esq.  
Judge Victor Campilongo  
Justice Walter P. Capaccioli  
Ms. Nancy L. Case, Esq.  
Mr. Clayton E. Clement, Esq.  
Mr. Casey Clow, Esq.  
Mr. Thomas A. Cohen, Esq.  
Mr. James S. Crawford, Esq.  
Judge Thomas Dandurand  
Mr. Gary S. Davis, Esq.  
Mr. Thomas H.R. Denver, Esq.  
Ms. Reggie Derryberry, Esq.  
Judge Benjamin A. Diaz, (Ret.)  
Mr. John M. Drath, Esq.  
Mr. Paul J. Dubow, Esq.  
Mr. Robert T. Durbrow, Jr., Esq.  
Mr. Joseph Elie, Esq.  
Mr. Eric S. Emanuels, Esq.  
Mr. W. Gregory Engel, Esq.  
Mr. Douglas L. Field, Esq.



Judge John A. Flaherty, (Ret.)  
Judge Richard S. Flier  
Mr. Kenneth D. Gack, Esq.  
Judge John J. Gallagher  
Judge David A. Garcia  
Ms. Ruth V. Glick, Esq.  
Mr. Stephen B. Gorman, Esq.  
Judge Ronald Greenberg, (Ret.)  
Judge Sheldon H. Grossfeld  
Judge Ina Levin Gyemant, (Ret.)  
Mr. Arnold B. Haims, Esq.  
Judge Zerne P. Haning  
Ms. Catherine C. Harris, Esq.  
Mr. Richard C. Henderson, Esq.  
Mr. Douglas W. Holt, Esq.  
Mr. Val D. Hornstein, Esq.  
Mr. Darryl J. Horowitz, Esq.  
Mr. Garry J.D. Hubert, Esq.  
Ms. Nancy Hutt, Esq.  
Mr. Ralph L. Jacobson, Esq.  
Judge Ellen Sickles James  
Mr. Thomas A. Johnson, Esq.  
Judge Ken M. Kawaichi, (Ret.)  
Mr. John P. Kelly, Esq.  
Judge Margaret J. Kemp  
Mr. Lawrence E. Kern, Esq.  
Mr. Donald H. Kincaid, Esq.  
Mr. Alfred P. Knoll, Esq.  
Ms. Dorine R. Kohn, Esq.  
Ms. Barbara Kong-Brown, Esq.  
Mr. P. Beach Kuhl, Esq.  
Mr. Ernest B. Lageson, Esq.  
Judge Henry B. Lasky  
Mr. Urs M. Lauchli, Esq.  
Mr. Anthony D. Lauria, Esq.  
Judge David C. Lee, (Ret.)  
Mr. B. Scott Levine, Esq.  
Mr. Perry D. Litchfield, Esq.  
Justice Harry W. Low  
Mr. Daniel B. MacLeod, Esq.  
Judge John A. Marlo  
Mr. Allan J. Mayer, Esq.  
Mr. John J. McCauley, Esq.

Mr. Otis McGee, Jr., Esq.  
Mr. John P. McGlynn, Esq.  
Mr. Brick E. McIntosh, Esq.  
Mr. Mel McKinney, Esq.  
Mr. Vincent B. McLorg, Esq.  
Mr. David J. Meadows, Esq.  
Ms. Susan H. Mosk, Esq.  
Mr. Robert A. Murray, Esq.  
Mr. Jeffrey Scott Nelson, Esq.  
Ms. Trish Nugent, Esq.  
Judge Suzanne K. Nusbaum, (Ret.)  
Mr. Scott O'Brien, Esq.  
Mr. William J. O'Connor, Esq.  
Mr. Marc D. Paisin, Esq.  
Ms. Julia J. Parranto, Esq.  
Judge Richard L. Patsey, (Ret.)  
Mr. Anthony F. Pinelli, Esq.  
Ms. Andrea M. Ponticiello, Esq.  
Ms. Victoria Pynchon, Esq.  
Mr. Gary T. Raghianti, Esq.  
Mr. Thomas D. Reese, Esq.  
Judge Hadden Roth  
Mr. Alan R. Rothstein, Esq.  
Mr. Geoffrey E. Russell, Esq.  
Judge Alex Saldamando  
Mr. William Samsel, Esq.  
Ms. Patricia Shuler Schimbor, Esq.  
Mr. Michael D. Senneff, Esq.  
Judge Aram Serverian, (Ret.)  
Mr. Clifford K. Sessions, Esq.  
Ms. Rhonda D. Shelton, Esq.  
Mr. Robert J. Sheppard, Esq.  
Mr. Melvyn D. Silver, Esq.  
Mr. Douglas L. Smith, Esq.  
Judge Norman Spellberg  
Judge Leonard B. Sprinkles  
Judge Frederick R. Stevens, (Ret.)  
Mr. John A. Sullivan, Esq.  
Professor Jon H. Sylvester  
Judge Lynn O'Malley Taylor  
Mr. Ronald I. Toff, Esq.  
Ms. Patricia Tweedy, Esq.  
Mr. Gregory D. Walker, Esq.

Judge Noel Watkins  
Mr. Gary A. Weiner, Esq.  
Judge Rebecca Westerfield  
Mr. Matthew N. White, Esq.  
Judge Raymond D. Williamson, Jr.

## OIA Panel of Neutral Arbitrators

### Southern California

Judge James Albracht, (Ret.)  
Mr. Leon J. Alexander, Esq.  
Judge James J. Alfano  
Ms. Karen G. Andres, Esq.  
Justice John A. Arguelles  
Mr. Maurice J. Attie, Esq.  
Mr. Frank R. Bellinghiere, Esq.  
Judge Michael Berg, (Ret.)  
Judge Victor Bianchini  
Mr. Stephen M. Biersmith, Esq.  
Judge David H. Brickner, (Ret.)  
Mr. Michael D. Brown, Esq.  
Ms. Adriana M. Burger, Esq.  
Judge Luis A. Cardenas  
Judge Raymond Cardenas, (Ret.)  
Mr. Richard A. Carrington, Esq.  
Judge Eli Chernow, (Ret.)  
Mr. Walter K. Childers, Esq.  
Mr. Michael A. Cholodenko, Esq.  
Judge Sam Cianchetti  
Mr. Laurence R. Clarke, Esq.  
Mr. John B. Cobb, Esq.  
Mr. Peter D. Collisson, Esq.  
Judge Barnet M. Cooperman  
Mr. Timothy J. Corcoran, Esq.  
Judge Geary D. Cortes, (Ret.)  
Mr. Edward J. Costello, Esq.  
Mr. James A. Crary, Esq.  
Judge Lawrence W. Crispo  
Judge Daniel Arthur Curry  
Mr. John P. Daniels, Esq.  
Judge George M. Dell  
Mr. Richard A. DeSantis, Esq.  
Justice Robert R. Devich, (Ret.)  
Judge Vincent P. Di Figlia  
Mr. Thomas S. Dillard, Esq.  
Mr. Charles I. Dolginer, Esq.  
Ms. Wendy L. Doo, Esq.  
Ms. Katherine J. Edwards, Esq.

Mr. James M. Eisenman, Esq.  
Mr. Eric S. Emanuels, Esq.  
Judge Joyce K.. Fahey, (Ret.)  
Judge Michael J. Farrell  
Mr. David R. Flyer, Esq.  
Mr. Thomas I. Friedman, Esq.  
Mr. Kenneth D. Gack, Esq.  
Ms. Dolly M. Gee, Esq.  
Mr. Gerald F. Gerstenfeld, Esq.  
Judge Jack E. Goertzen  
Judge Arnold H. Gold, (Ret.)  
Mr. Martin S. Goldberg, Esq.  
Judge Norman W. Gordon  
Mr. Ernest S. Gould, Esq.  
Mr. Darryl Graver, Esq.  
Mr. Bruce A. Greenberg, Esq.  
Judge Margaret Grignon  
Judge Alan Haber  
Judge Richard Haden  
Mr. Jon Anders Hammerbeck, Esq.  
Mr. Robert T. Hanger, Esq.  
Ms. Catherine C. Harris, Esq.  
Judge Margaret M. Hay  
Mr. Richard C. Henderson, Esq.  
Mr. Bud Hill, Esq.  
Mr. Mandel E. Himelstein, Esq.  
Mr. Darryl J. Horowitz, Esq.  
Judge David Allen Horowitz, (Ret.)  
Mr. Jerry W. Howard, Esq.  
Mr. Christian Gregory Howland, Esq.  
Mr. Lawrence A. Huerta, Esq.  
Mr. Godfrey Isaac, Esq.  
Judge James A. Jackman, (Ret.)  
Judge Karl W. Jaeger  
Mr. J. Craig Jenkins, Esq.  
Mr. B. Elliott Johnson, Esq.  
Judge Joseph E. Johnston  
Mr. Kevin M. Kallberg, Esq.  
Judge Bernard Kaufman  
Judge John W. Kennedy, Jr.  
Mr. John O. Kent, Esq.  
Ms. Elizabeth Kim, Esq.  
Ms. Jill Klein, Esq.

Ms. Barbara Kong-Brown, Esq.  
Judge Ann Kough  
Ms. Eileen Kramer, Esq.  
Mr. Bryan Kravetz, Esq.  
Mr. Martin Krawiec, Esq.  
Mr. Paul L. Krentzman, Esq.  
Judge Peter Krichman  
Ms. Adrienne L. Krikorian, Esq.  
Mr. Jeffrey Krivis, Esq.  
Judge Stephen M. Lachs  
Mr. Theo Lacy, Esq.  
Mr. Dennis O. LaRochelle, Esq.  
Ms. June Lehrman, Esq.  
Mr. Boyd Lemon, Esq.  
Mr. Philip R. LeVine, Esq.  
Mr. Leonard S. Levy, Esq.  
Mr. Stuart Libicki, Esq.  
Judge Michael D. Marcus  
Mr. Allan J. Mayer, Esq.  
Mr. John J. McCauley, Esq.  
Judge Harry R. McCue, (Ret.)  
Mr. James J. McKee, Esq.  
Mr. John P. Miller, Esq.  
Mr. Kenneth Miller, Esq.  
Judge David B. Moon, (Ret.)  
Ms. Elizabeth A. Moreno, Esq.  
Mr. Jeffrey Cabot Myers, Esq.  
Justice Richard C. Neal, (Ret.)  
Judge Jack M. Newman  
Mr. Robert W. Northup, Esq.  
Judge Michael G. Nott  
Judge Thomas F. Nuss, (Ret.)  
Mr. Kenan Oldham, Esq.  
Mr. Jeffrey P. Palmer, Esq.  
Judge Robert W. Parkin  
Judge Lorna Parnell  
Mr. Charles B. Parselle, Esq.  
Mr. Carl B. Pearlston, Esq.  
Judge Alan. S. Penkower  
Mr. Alexander S. Polsky, Esq.  
Ms. Victoria Pynchon, Esq.  
Ms. Marilyn Plunkett Quail, Esq.  
Mr. Byron Rabin, Esq.

Mr. Kendall C. Reed, Esq.  
Mr. Robert A. Rees, Esq.  
Judge Elwood Rich  
Mr. Roy G. Rifkin, Esq.  
Mr. Charles E. Riggs, Esq.  
Mr. Richard G. Ritchie, Esq.  
Mr. Edward J. Roberts, Esq.  
Judge Paul Rosenthal  
Mr. Charles Rossman, Esq.  
Ms. Deborah Rothman, Esq.  
Judge Marvin D. Rowen  
Mr. Gene E. Royce, Esq.  
Judge Michael B. Rutberg, (Ret.)  
Judge Philip M. Saeta  
Mr. Robert F. Saint-Aubin, Esq.  
Mr. Daniel R. Saling, Esq.  
Mr. Myer J. Sankary, Esq.  
Mr. Alan H. Sarkisian, Esq.  
Mr. Michael F. Saydah, Esq.  
Ms. Jan Frankel Schau, Esq.  
Ms. Cathy R. Schiff, Esq.  
Mr. Steven A. Schneider, Esq.  
Judge Thomas Schneider, (Ret.)  
Judge R. William Schoettler  
Judge Keith Schulner  
Mr. Peter J. Searle, Esq.  
Mr. Herbert E. Selwyn, Esq.  
Judge Tully H. Seymour  
Mr. Robert M. Shafton, Esq.  
Mr. Donald S. Sherwyn, Esq.  
Judge Leroy A. Simmons  
Judge James L. Smith  
Judge Sherman W. Smith, Jr.  
Judge Bruce J. Sottile  
Judge Frederick R. Stevens, (Ret.)  
Justice Steven J. Stone  
Judge Robert W. Thomas, (Ret.)  
Mr. Jeffrey A. Tidus, Esq.  
Mr. Peter C. Tornay, Esq.  
Judge Don A. Turner  
Judge John Leo Wagner  
Mr. Jack A. Weichman, Esq.  
Mr. Gary A. Weiner, Esq.

Mr. Richard Weissman, Esq.  
Judge Andrew J. Weisz, (Ret.)  
Judge Henry Wien  
Mr. Garry W. Williams, Esq.  
Mr. Joseph Winter, Esq.  
Mr. Alan E. Wisotsky, Esq.  
Ms. Deborah Z. Wissley, Esq.  
Mr. William R. Wolanow, Esq.  
Judge Leonard S. Wolf  
Mr. Robert K. Wrede, Esq.  
Judge Eric E. Younger  
Mr. John Zanghi, Esq.  
Judge Raymond F. Zvetina



## OIA Panel of Neutral Arbitrators

### San Diego, California

Mr. Marc D. Adelman, Esq.  
Judge E. Mac Amos, Jr.  
Mr. Douglas H. Barker, Esq.  
Ms. Nancy T. Beardsley, Esq.  
Judge Victor Bianchini  
Mr. Stephen M. Biersmith, Esq.  
Judge David H. Brickner, (Ret.)  
Mr. James A. Bush, Esq.  
Judge Luis A. Cardenas  
Judge Geary D. Cortes, (Ret.)  
Judge Vincent P. Di Figlia  
Mr. Thomas S. Dillard, Esq.  
Mr. John E. Edwards, Esq.  
Mr. Ronald F. Frazier, Esq.  
Judge E. Milton Frosburg, (Ret.)  
Ms. Virginia H. Gaburo, Esq.  
Mr. Kenneth D. Gack, Esq.  
Mr. Thomas E. Gniatkowski, Esq.  
Mr. Thomas A. Goeltz, Esq.  
Judge Richard Haden  
Mr. Jon Anders Hammerbeck, Esq.  
Mr. Mandel E. Himmelstein, Esq.  
Judge Herbert B. Hoffman  
Mr. Lawrence A. Huerta, Esq.  
Judge Arthur W. Jones, (Ret.)  
Judge Anthony C. Joseph, (Ret.)  
Judge John W. Kennedy, Jr.  
Ms. Barbara Kong-Brown, Esq.  
Judge Gerald J. Lewis  
Mr. Thomas L. Marshall, Esq.  
Mr. John J. McCauley, Esq.  
Judge Harry R. McCue, (Ret.)  
Judge Kevin W. Midlam  
Judge James R. Milliken  
Judge David B. Moon, (Ret.)  
Judge Robert J. O'Neill  
Mr. Kenan Oldham, Esq.  
Mr. Dale E. Ordas, Esq.  
Judge Wayne L. Peterson

Mr. Alexander S. Polsky, Esq.  
Ms. Victoria Pynchon, Esq.  
Ms. Marilyn Plunkett Quail, Esq.  
Mr. Byron Rabin, Esq.  
Judge Sheridan Reed  
Mr. Charles D. Richmond, Esq.  
Mr. Gene E. Royce, Esq.  
Mr. Robert F. Saint-Aubin, Esq.  
Mr. Daniel R. Saling, Esq.  
Mr. Michael F. Saydah, Esq.  
Judge Tully H. Seymour  
Mr. Peter Shenas, Esq.  
Judge Leroy A Simmons  
Mr. Peter Simpson, Esq.  
Ms. Lori Temko, Esq.  
Justice William L. Todd  
Mr. Peter C. Tornay, Esq.  
Mr. William J. Tucker, Esq.  
Judge John Leo Wagner  
Mr. Gary A. Weiner, Esq.  
Judge Raymond F. Zvetina

# **EXHIBIT F**

## **Standard 12 Disclosure Form**

## Standard 12(b) Disclosure Requirement

Arbitrator's Name \_\_\_\_\_

Please check the sentence that applies to you.

\_\_\_\_\_ If selected as a neutral arbitrator, I **will** entertain offers of permitted employment or new professional relationships -- for example, as a neutral arbitrator or mediator -- from parties, attorneys, or law firms involved in a case while that case is pending.

\_\_\_\_\_ If selected as a neutral arbitrator, I **will not** entertain offers of permitted employment or new professional relationships -- for example, as a neutral arbitrator or mediator -- from parties, attorneys, or law firms involved in a case while that case is pending.

Comments (optional):

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

# **EXHIBIT G**

## **List of All Awards to Claimants (Redacted)**

### List of All Awards to Claimants (Redacted)

Case Number (not actual OIA case number)	Amount of Awards	Month/Year
1	\$12,500.00	10/99
2	\$6,560.00	12/99
3	\$30,000.00	02/00
4	\$102,740.00	03/00
5	\$175,000.00	03/00
6	\$17,706.76	03/00
7	\$10,000.00	04/00
8	\$109,773.06	04/00
9	\$25,000.00	05/00
10	\$125,000.00	05/00
11	\$5,594,605.00	06/00
12	\$20,202.58	06/00
13	\$125,000.00	06/00
14	\$96,000.00	06/00
15	\$176,500.00	06/00
16	\$17,000.00	07/00
17	\$75,627.00	07/00
18	\$427,110.00	07/00
19	\$442,400.00	07/00
20	\$200,000.00	08/00
21	\$201,572.00	08/00
22	\$28,900.00	09/00
23	\$25,000.00	09/00
24	\$37,950.00	09/00
25	\$311,362.39	09/00
26	\$200,000.00	10/00
27	\$40,000.00	10/00
28	\$110,738.00	10/00
29	\$165,832.00	10/00
30	\$59,817.25	11/00
31	\$8,120.00	11/00
32	\$251,440.00	11/00
33	\$30,975.00	11/00
34	\$271,000.00	12/00
35	\$175,000.00	12/00
36	\$340,000.00	12/00
37	\$53,500.00	12/00
38	\$160,000.00	12/00
39	\$375,000.00	01/01
40	\$11,163.00	01/01
41	\$61,489.00	01/01
42	\$2,850.00	01/01

**List of All Awards to Claimants (Redacted)**

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
43	\$250,000.00	02/01
44	\$79,000.00	02/01
45	\$2,500.00	02/01
46	\$303,884.00	02/01
47	\$79,047.60	02/01
48	\$175,000.00	03/01
49	\$316,338.00	03/01
50	\$ 96,560.00	03/01
51	\$8,000.00	03/01
52	\$1,100,000.00	03/01
53	\$50,000.00	03/01
54	\$25,000.00	04/01
55	\$7,052.00	05/01
56	\$45,000.00	05/01
57	\$58,646.00	05/01
58	\$72,000.00	05/01
59	\$175,000.00	06/01
60	\$85,000.00	06/01
61	\$95,000.00	06/01
62	\$80,842.00	07/01
63	\$2,700.00	07/01
64	\$70,000.00	08/01
65	\$996,100.00	08/01
66	\$29,165.00	08/01
67	\$80,000.00	08/01
68	\$3,841.00	09/01
69	\$8,524.32	10/01
70	\$2,750.00	10/01
71	\$504,309.72	10/01
72	\$100,000.00	10/01
73	\$175,000.00	10/01
74	\$50,000.00	10/01
75	\$22,500.00	11/01
76	\$261,916.00	11/01
77	\$22,500.00	11/01
78	\$250,000.00	11/01
79	\$75,000.00	11/01
80	\$375,000.00	12/01
81	\$194,000.00	12/01
82	\$479,794.98	12/01
83	\$17,000.00	12/01
84	\$186,939.92	12/01

**List of All Awards to Claimants (Redacted)**

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
85	\$10,000.00	12/01
86	\$30,000.00	12/01
87	\$87,170.07	12/01
88	\$450,000.00	01/02
89	\$30,000.00	01/02
90	\$21,300.00	01/02
91	\$75,000.00	01/02
92	\$275,000.00	03/02
93	\$500,000.00	03/02
94	\$45,069.00	04/02
95	\$167,972.00	04/02
96	\$16,667.00	04/02
97	\$6,500.00	04/02
98	\$306,000.00	05/02
99	\$2,261.00	05/02
100	\$59,898.00	05/02
101	\$273,333.34	05/02
102	\$250,000.00	05/02
103	\$100,000.00	05/02
104	\$200,000.00	05/02
105	\$5,000.00	05/02
106	\$1,173,107.00	06/02
107	\$7,575.00	06/02
108	\$3,837,529.00	06/02
109	\$215,700.00	06/02
110	\$365,192.00	06/02
111	\$272,154.00	06/02
112	\$500.00	07/02
113	\$92,978.17	07/02
114	\$150,000.00	07/02
115	\$7,000.00	07/02
116	\$100,000.00	07/02
117	\$490,604.00	08/02
118	\$100,530.00	08/02
119	\$35,000.00	08/02
120	\$875,000.00	08/02
121	\$2,700,000.00	08/02
122	\$41,832.00	09/02
123	\$259,224.80	09/02
124	\$30,000.00	09/02
125	\$65,000.00	10/02
126	\$229,684.00	10/02



**List of All Awards to Claimants (Redacted)**

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
127	\$125,000.00	10/02
128	\$350,642.00	10/02
129	\$998,000.00	10/02
130	\$623,668.00	10/02
131	\$82,872.00	11/02
132	\$1,182,389.20	11/02
133	\$300,000.00	11/02
134	\$1,561,480.00	11/02
135	\$9,460.00	12/02
136	\$2,500.00	12/02
137	\$253,786.00	12/02
138	\$1,051,731.00	12/02
139	\$150,000.00	01/03
140	\$157,500.00	01/03
141	\$1,250.00	01/03
142	\$250,700.00	01/03
143	\$36,773.00	01/03
144	\$11,000.00	02/03
145	\$158,625.99	02/03
146	\$27,186.39	02/03
147	\$250,000.00	02/03
148	\$97,971.00	02/03
149	\$913,852.00	03/03
150	\$121,680.95	03/03
151	\$443,448.69	03/03
152	\$450,000.00	03/03
153	\$525,962.00	03/03
154	\$883,828.00	04/03
155	\$15,000.00	04/03
156	\$1,300.00	04/03
157	\$371,600.00	04/03
158	\$10,000.00	05/03
159	\$366,528.00	05/03
160	\$245,000.00	06/03
161	\$1.00	06/03
162	\$1,318,618.50	06/03
163	\$765,599.00	06/03
164	\$105,732.00	07/03
165	\$451,550.00	08/03
166	\$60,000.00	08/03
167	\$210,305.14	08/03
168	\$75,000.00	09/03

**List of All Awards to Claimants (Redacted)**

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
169	\$346,308.06	09/03
170	\$280,000.00	09/03
171	\$172,274.89	09/03
172	\$139,200.00	10/03
173	\$558,386.00	10/03
174	\$282,156.00	10/03
175	\$750,348.00	10/03
176	\$87,500.00	11/03
177	\$7,265.70	11/03
178	\$9,362.50	12/03
179	\$15,000.00	12/03
180	\$800,000.00	12/03
181	\$69,320.00	12/03
182	\$162,500.00	12/03
183	\$159,750.00	12/03
184	\$411,834.00	12/03
185	\$165,000.00	12/03
186	\$250,000.00	01/04
187	\$1,200,000.00	01/04
188	\$11,991.50	01/04
189	\$15,968.00	01/04
190	\$51,000.00	02/04
191	\$32,000.00	02/04
192	\$78,132.56	02/04
193	\$167,728.00	03/04
194	\$250,000.00	03/04
195	\$25,314.79	03/04
196	\$255,303.43	04/04
197	\$255,700.00	04/04
198	\$253,488.42	04/04
199	\$59,387.36	04/04
200	\$375,000.00	04/04
201	\$683,254.00	05/04
202	\$200,000.00	05/04
203	\$248,995.25	05/04
204	\$250,000.00	05/04
205	\$250,000.00	05/04
206	\$6,500.00	05/04
207	\$389,400.00	06/04
208	\$30,000.00	06/04
209	\$924,692.00	06/04
210	\$120,000.00	06/04

**List of All Awards to Claimants (Redacted)**

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
211	\$137,500.00	06/04
212	\$1,100,000.00	06/04
213	\$750,000.00	06/04
214	\$3,000.00	07/04
215	\$250,000.00	07/04
216	\$895,814.00	07/04
217	\$305,579.00	08/04
218	\$45,000.00	08/04
219	\$90,000.00	08/04
220	\$799,558.00	08/04
221	\$200,000.00	08/04
222	\$259,517.64	09/04
223	\$1,132,840.00	09/04
224	\$15,000.00	09/04
225	\$12,500.00	10/04
226	\$28,800.00	10/04
227	\$7,723.00	10/04
228	\$1,279,238.00	10/04
229	\$15,000.00	11/04
230	\$3,300,000.00	11/04
231	\$10,000.00	12/04
232	\$1,276,335.00	12/04
233	\$250,000.00	12/04
234	\$50,000.00	01/05
235	\$200,000.00	01/05
236	\$416,735.00	01/05
237	\$582,692.00	02/05
238	\$250,000.00	02/05
239	\$137,905.08	02/05
240	\$576,599.59	02/05
241	\$410,442.12	03/05
242	\$28,929.80	03/05
243	\$4,795.00	03/05
244	\$251,804.77	03/05
245	\$1,332,493.00	03/05
246	\$254,500.00	04/05
247	\$100,000.00	04/05
248	\$280,000.00	04/05
249	\$254,848.73	04/05
250	\$126,011.00	04/05
251	\$467,843.87	05/05
252	\$144,988.00	05/05

**List of All Awards to Claimants (Redacted)**

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
253	\$301,942.00	05/05
254	\$313,349.61	05/05
255	\$22,876.00	05/05
256	\$150,041.28	06/05
257	\$393,474.00	06/05
258	\$258,515.00	06/05
259	\$50,000.00	07/05
260	\$110,000.00	07/05
261	\$7,000.00	07/05
262	\$330,000.00	07/05
263	\$100,000.00	08/05
264	\$378,466.00	08/05
265	\$127,168.69	08/05
266	\$409,387.00	08/05
267	\$150,000.00	08/05
268	\$140,000.00	09/05
269	\$354,900.00	09/05
270	\$350,000.00	09/05
271	REINSTATEMENT	09/05
272	\$63,000.00	10/05
273	\$250,000.00	11/05
274	\$125,305.00	11/05
275	\$444,276.00	11/05
276	\$190,000.00	11/05
277	\$100,000.00	11/05
278	\$12,500.00	11/05
279	\$30,000.00	11/05
280	\$250,525.00	12/05
281	\$195,000.00	12/05
282	\$79,028.72	12/05
283	\$1,538,164.24	12/05
284	\$1,000.00	12/05
285	\$750,000.00	12/05
286	\$16,000.00	12/05
287	\$1,361,263.00	12/05
288	\$337,360.00	12/05
289	\$255,400.00	01/06
290	\$129,047.42	01/06
291	\$124,000.00	02/06
292	\$25,000.00	02/06
293	\$87,500.00	02/06
294	\$85,000.00	02/06

**List of All Awards to Claimants (Redacted)**

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
295	\$60,000.00	03/06
296	\$25,000.00	03/06
297	\$77,000.00	03/06
298	\$385,376.24	03/06
299	\$77,131.12	03/06
300	\$17,500.00	04/06
301	\$264,000.00	05/06
302	\$416,000.00	05/06
303	\$1,179,560.00	05/06
304	\$75,000.00	05/06
305	\$242,035.00	06/06
306	\$34,333.00	06/06
307	\$310,000.00	06/06
308	\$3,277,717.00	06/06
309	\$300,000.00	07/06
310	\$492,711.00	07/06
311	\$864,000.00	07/06
312	\$750,000.00	07/06
313	\$859,730.94	07/06
314	\$300.00	07/06
315	\$322,291.00	08/06
316	\$4,084,637.43	08/06
317	\$1,000.00	08/06
318	\$150,000.00	08/06
319	\$527,793.00	09/06
320	\$756,962.56	10/06
321	\$180,000.00	10/06
322	\$250,420.00	10/06
323	\$337,797.91	10/06
324	\$65,000.00	11/06
325	\$300,000.00	11/06
326	\$931,323.00	11/06
327	\$148,000.00	12/06
328	\$250,000.00	12/06
329	\$102,022.08	12/06
330	\$13,739.00	12/06

# **EXHIBIT H**

## **Explanation of Waivers, Forms, And Instructions**

## Explanation of Waivers

### **Payment of the \$150 Filing Fee and/or the Neutral Arbitrator's Fees and Expenses**

Under California law, the fees and expenses of the neutral arbitrator are divided between the claimants and the respondents. The Rules, however, provide ways for the claimants to shift that obligation, as well as the requirement that they pay the \$150 filing fee. These methods are discussed below.

- A. **Waiver of the \$150 Filing Fee:** Claimants whose gross monthly income is less than 300 percent of the national poverty guidelines can have the filing fee waived. To obtain the waiver, claimants must submit the attached form to the OIA within 75 days of the OIA receiving the demand for arbitration. It does not affect the neutral arbitrator's fees. See Rule 12.
  
- B. **Waiver of the \$150 Filing Fee and the Neutral Arbitrator's Fees and Expenses:** Claimants who submit the attached form that contains information about their income and expenses may receive this waiver if they meet the qualifications. This form is given to the respondents, who may object. If granted, it can waive both the filing fee and the neutral arbitrator's fees and expenses. See Rule 13.
  
- C. **Waiver of the Neutral Arbitrator's Fees and Expenses:** Claimants who sign the enclosed form(s) in which they agree not to object if Kaiser pays all the neutral arbitrator's fees and expenses, and a form in which they agree not to use a party arbitrator<sup>1</sup>, do not have to pay the neutral arbitrator's fees. No financial information is required. Claimants should send a copy of the forms to the OIA, Kaiser's attorney, and the neutral arbitrator. See Rule 15.

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<sup>1</sup>Under California law, claimants who seek less than \$200,000 have their claims heard by a single neutral arbitrator. Therefore, these claimants do not have to sign the second waiver. Claimants who waive their right to a party arbitrator can seek damages that are greater than \$200,000. While it has never happened, if claimants were to waive a party arbitrator and Kaiser failed to also do so, claimants could proceed with a party arbitrator.

## Claimant's Request for Waiver of \$150 Arbitration Filing Fee

**Instructions:** If you seek a waiver of the \$150 arbitration filing fee, please complete and sign the following form and return it to the address below. Claimants who have a gross monthly income that is less than 300 percent of the federal poverty guidelines are entitled to have this fee waived. This waiver will not affect your obligation to pay one half of the neutral arbitrator's fees and expenses. The last section of the System Description explains the different methods for obtaining waivers in our system. The form must be sent to the OIA within 75 days of the OIA receiving your demand for arbitration. Return this form to the address below. **This form is confidential – do not serve a copy on Respondents.** The OIA will notify you if you are not eligible for the waiver, in which case you must either pay the \$150 filing fee or obtain a waiver based upon extreme hardship, as described in Rule 13.

Office of the Independent Administrator  
P.O. Box 76587  
Los Angeles, California 90076-0587  
Fax: 213-637-8658

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Name of Arbitration \_\_\_\_\_ Arbitration Number \_\_\_\_\_

I declare under oath that my gross monthly income is \_\_\_\_\_. The number of persons living in my household is \_\_\_\_\_.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date



**INFORMATION SHEET AND INSTRUCTIONS FOR WAIVER OF FILING FEE  
AND FEES AND EXPENSES OF THE NEUTRAL ARBITRATOR**

**Criteria:** If you wish to arbitrate a claim in this system but cannot afford to pay the filing fee or the fees and expenses of the Neutral Arbitrator, you may not have to pay them if you establish:

***EITHER***

1. You are receiving financial assistance under any of the following programs:
  - SSI and SSP (Supplemental Security Income and State Supplemental Payments Programs)
  - CalWORKs (California Work Opportunity and Responsibility to Kids Act, implementing TANF (Temporary Assistance for Needy Families))
  - The Food Stamps Program
  - County Relief, General Relief (G.R.) or General Assistance (G.A.)

If you are claiming eligibility for a waiver of these fees because you receive financial assistance under one or more of these programs, you must produce *either* a letter confirming benefits from a public assistance agency *or* one of the following documents:

Program	Verificat ion
SSI/SSP	MediCal Card <i>or</i> Notice of Planned Action <i>or</i> SS Computer Generated Printout <i>or</i> "Passport to Services"
CalWORKs/TANF (formerly known as AFDC)	MediCal Card <i>or</i> Notice of Action <i>or</i> Income and Eligibility Verification Form <i>or</i> Monthly Reporting Form <i>or</i> Electronic Benefit Transfer Card <i>or</i> "Passport to Services"
Food Stamp Program	Notice of Action <i>or</i> Food Stamp ID Card <i>or</i> "Passport to Services"
General Relief /General Assistance	Notice of Action <i>or</i> copy of check stub <i>or</i> County voucher

***OR***

2. Your total gross monthly household income is less than the following amounts:

Number in Family	Family Income		Number in Family	Family Income		Number in Family	Family Income
One	\$1,020.87		Four	\$2,083.33		Seven	\$3,145.83
Two	\$1,375.00		Five	\$2,437.50		Eight	\$3,500.00
Three	\$1,729.16		Six	\$2,791.66		Each Add'l Person	\$ 354.16

***OR***

3. Your income is not enough to pay for the common necessities of life for yourself and the people you support and also to pay arbitration fees and costs.

**Instructions:** To apply, fill out the “Request Form for Waiver of Filing Fees and Fees and Expenses of the Neutral Arbitrator” (“Fee Waiver Form”). A copy of the Fee Waiver Form can be obtained by calling the Kaiser Permanente Member Service Call Center at 1-800-464-4000 or the office of the Independent Administrator at 213-637-9847 or [www.oia-kaiserarb.com](http://www.oia-kaiserarb.com).

1. All of the Claimants must fill out a Fee Waiver Form, include copies of the necessary documents, sign it, and return a copy to the Independent Administrator at:

Office of the Independent Administrator  
P.O. Box 76587  
Los Angeles, CA 90076-0587  
Fax: 213-637-8658

2. If you seek a fee waiver because you are receiving financial assistance, you will need to fill out items 1-3 on the Fee Waiver Form.  
If you seek a fee waiver because of the number of persons in your family and your family’s gross monthly income, you will need to fill out items 1, 2, 4, 6, and 7 on the Fee Waiver Form.  
If you seek a fee waiver because your income is not enough to pay for the common necessities of life and the fees of the arbitration, you will need to fill out items 1-2, and 5-10 on the Fee Waiver Form.
3. When you return a copy of the Fee Waiver Form to the Independent Administrator, also serve a copy on the Respondent(s). Send it to the same address you used to serve your “Demand for Arbitration.” The Independent Administrator, Respondent(s), and counsel shall keep the information provided on the Fee Waiver Form confidential.
4. Health Plan is entitled to file a response to your request for a fee waiver. The Independent Administrator will make a decision about your request for a fee waiver within fifteen days of the date you sent your Fee Waiver Form and notify both you and the Respondent(s).

**Note:** If your request for a fee waiver is denied, you will be required to pay the filing fee or your “Demand for Arbitration” will be deemed abandoned. If you waive your right to a Party Arbitrator, you will not be required to pay the Neutral Arbitrator’s fees and expenses. If your request for a fee waiver is granted, you will be required to pay any attorney’s fees and Party Arbitrator fees.

If you have any questions and cannot afford an attorney, you may wish to consult the legal aid office, legal service office, or lawyer referral service in your county. (These services may be listed in the yellow pages of your telephone book under “Attorneys.”)

**Request Form for Waiver of Filing Fee  
and Fees and Expenses of Neutral Arbitrator**

*All information on this form is kept confidential.*

My Name \_\_\_\_\_

Arbitration Name \_\_\_\_\_

Arbitration Number \_\_\_\_\_ Date \_\_\_\_\_

**I request an order by the Independent Administrator indicating that I do not have to pay the \$150 filing fee or the fees and expenses of the Neutral Arbitrator.**

1. a. My current street or mailing address is: (Please include apartment number, if any, city, and zip code.) \_\_\_\_\_  
\_\_\_\_\_

b. My attorney's name, address and phone number is: \_\_\_\_\_  
\_\_\_\_\_

2. a. My occupation, employer, and employer's address is: \_\_\_\_\_  
\_\_\_\_\_

b. My spouse's occupation, employer, and employer's address is: \_\_\_\_\_  
\_\_\_\_\_

3. I am receiving financial assistance under one or more of the following programs:

\_\_\_ **SSI and SSP:** Supplemental Security Income and State Supplemental Payments Programs.

\_\_\_ **CalWORKs:** California Work Opportunity and Responsibility to Kids Act, implementing TANF, Temporary Assistance for Need Families, (formerly AFDC.)

\_\_\_ **Food Stamps:** The Food Stamps program.

\_\_\_ **County Relief:** General Relief (G.R.), or General Assistance (G.A.).

*For each line checked above, attach copies of documents to verify receipt of each benefit (the "Information Sheet and Instructions for Waiver of Filing Fee and Fees and Expenses of the Neutral Arbitrator" explains the acceptable documents), and sign the next page.*

Confidential information

4. \_\_\_\_ My total gross monthly household income is less than the amount shown on the “Information Sheet and Instructions for Waiver of Filing Fee and Fees and Expenses of the Neutral Arbitrator” form.

**Note:** *If you checked line 4 above, skip item 5, complete items 6 and 7, and sign below.*

5. \_\_\_\_ My family income is not enough to pay for the common necessities of life for me and the people in my family, plus also paying for the filing fee and the fees and expenses of the Neutral Arbitrator.

**Note:** *If you checked line 5 above, complete the rest of this form and sign below.*

I declare under penalty of perjury, under the laws of the State of California that the information provided on this form and all attachments are complete, true and correct.

I waive any claim I may have based on Kaiser Foundation Health Plan, Inc., paying the Neutral Arbitrator’s fees.

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<b>Type or Print Name</b>	<b>Signature</b>	<b>Date</b>
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6. \_\_\_\_ My pay changes considerably from month to month.

**Note:** *If you check this line, each of the amounts reported in item 10 should be your average for the past 12 months.*

7. Monthly Income

a. My gross monthly pay is: \$\_\_\_\_\_.

b. My payroll deductions are: (specify purpose and amount.)

- i. \_\_\_\_\_ \$\_\_\_\_\_
- ii. \_\_\_\_\_ \$\_\_\_\_\_
- iii. \_\_\_\_\_ \$\_\_\_\_\_
- iv. \_\_\_\_\_ \$\_\_\_\_\_
- v. \_\_\_\_\_ \$\_\_\_\_\_
- vi. \_\_\_\_\_ \$\_\_\_\_\_

c. My total Net Income is: (a. minus the total of b.) \$\_\_\_\_\_

Confidential information

d. Other money I receive each month is: (indicate source and amount)

- i. \_\_\_\_\_ \$ \_\_\_\_\_
- ii. \_\_\_\_\_ \$ \_\_\_\_\_
- iii. \_\_\_\_\_ \$ \_\_\_\_\_
- iv. \_\_\_\_\_ \$ \_\_\_\_\_

Total of other money received each month is: \$ \_\_\_\_\_

e. My total Monthly Income is: (add c. + d.) \$ \_\_\_\_\_

f. Number of persons living in my home: \_\_\_\_\_

List all the persons living in your home, depending on you for support, or on whom you depend for support:

Name	Age	Relationship	Gross Monthly Income

Total amount of money earned by all the persons living in your home is: \$ \_\_\_\_\_

g. The Total Gross Monthly Household Income is: \$ \_\_\_\_\_  
(add items a., d., and f. for this total)

8. I own or have an interest in the following:

a. Cash \$ \_\_\_\_\_

b. Checking, savings, and credit union accounts (list the banks):

- i. \_\_\_\_\_ \$ \_\_\_\_\_
- ii \_\_\_\_\_ \$ \_\_\_\_\_
- iii \_\_\_\_\_ \$ \_\_\_\_\_

c. Cars and other vehicles; boats and RVs (make, year, fair market value, and loan balance on each):

Property	Fair Market Value	Loan balance
1.		
2.		

Confidential information

d. Real estate (list address, full market value, and loan balance):

Property	Full Market Value	Loan Balance
1.		
2.		
3.		

e. Other personal property, such as jewelry, furniture, furs, stocks, bonds, etc.:

Property	Full Market Value	Loan Balance
1.		
2.		
3.		
4.		

9. My monthly expenses not already listed in item 7., b. are the following:

- a. Rent or house payment and maintenance \$ \_\_\_\_\_
- b. Food and household supplies \$ \_\_\_\_\_
- c. Utilities and telephone \$ \_\_\_\_\_
- d. Clothing \$ \_\_\_\_\_
- e. Laundry and cleaning \$ \_\_\_\_\_
- f. Medical and dental payments \$ \_\_\_\_\_
- g. Insurance (life, health, accident, etc.) \$ \_\_\_\_\_
- h. School, child care \$ \_\_\_\_\_
- i. Child, spousal support (prior marriage) \$ \_\_\_\_\_
- j. Transportation and auto expenses (insurance, gas, repairs) \$ \_\_\_\_\_
- k. Monthly installment payments: (indicate purpose & amount)
  - 1. \_\_\_\_\_ \$ \_\_\_\_\_
  - 2. \_\_\_\_\_ \$ \_\_\_\_\_
  - 3. \_\_\_\_\_ \$ \_\_\_\_\_

Total amount of all monthly installment payments is: \$ \_\_\_\_\_

Confidential information

l. Amount deducted for wage assignments and earning withholding orders:  
\$ \_\_\_\_\_

m. Other expenses (specify):

1.	\$
2.	\$
3.	\$

n. My Total Monthly Expenses are: \$ \_\_\_\_\_  
(add 9.a. through 9.m.)

10. Other facts that support this application:

Describe unusual medical needs, expenses for recent family emergencies, or other unusual circumstances or expenses to help the Independent Administrator understand your budget. (If more space is needed, please add another page and label it "Attachment to Item 10.")

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## Waiver of Objection to Payment of Fees

**Instructions:** Health Plan will only pay Claimant's share of the Neutral Arbitrator's fees and expenses if this form is completed and returned to the Independent Administrator and a copy served on Respondents. **All Claimants and their counsel must sign this form**. If Claimants seek damages of more than \$200,000, they must also sign and return the Waiver of Party Arbitrator Form to be entitled to Health Plan's payment of the Neutral Arbitrator's fees. See Arbitration Rule 15.a. Return this form to

Office of the Independent Administrator  
P.O. Box 76587  
Los Angeles, California 90076-0587  
Fax: 213-637-8658

Name of Arbitration \_\_\_\_\_ Arbitration number \_\_\_\_\_

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Normally, the fees and expenses of a Neutral Arbitrator are divided between the Claimants and Respondents. I/We, the Claimant(s) in the arbitration listed above, agree that I/we will waive any or all claims, present or future, I/we may have based on Kaiser Foundation Health Plan' payment of the fees and expenses incurred by the Neutral Arbitrator. In exchange for waiving any such claims and waiving any right to a Party Arbitrator, Kaiser Foundation Health Plan will pay the fees and expenses incurred by the Neutral Arbitrator.

I/We make this decision voluntarily and after the opportunity to discuss the decision with counsel.

\_\_\_\_\_  
Signature of Claimant Date

\_\_\_\_\_  
Signature of Claimant Date

\_\_\_\_\_  
Signature of Claimant Date

\_\_\_\_\_  
Signature of Claimant's Counsel Date



## Waiver of Party Arbitrator — Claimants

Note: Under California law, Party Arbitrators are used in arbitrations seeking more than \$200,000. Parties may waive the Party Arbitrators. Even if you waive your right to a Party Arbitrator, you may still be awarded more than \$200,000. While waiving a Party Arbitrator is voluntary, if you choose to do this, you must use this Form. **To be effective, all of the Claimants and Counsel must sign this Form.**

If you want Respondent to pay your share of the Neutral Arbitrator's fees and expenses and the claim is more than \$200,000 in damages, you must sign and return both this Form and the Waiver of Objection to Payment of Fees Form to the Independent Administrator. See Arbitration Rules 14 and 15.

Office of the Independent Administrator  
P.O. Box 76587  
Los Angeles, California 90076-0587  
Fax: 213-637-8658

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Name of Arbitration \_\_\_\_\_ Arbitration number \_\_\_\_\_

I/We, the Claimant(s) in the arbitration listed above, agree that I/we will waive my/our right to a Party Arbitrator.

I/We have had the opportunity to discuss this decision with counsel and make this decision voluntarily.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Counsel

\_\_\_\_\_  
Date

# **EXHIBIT I**

## **Party and Attorney Evaluations of Neutral Arbitrators**



2. The neutral arbitrator treated all parties with respect.

5	4	3	2	1	N/A
Agree				Disagree	

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

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

5	4	3	2	1	N/A
Agree				Disagree	

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

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

5	4	3	2	1	N/A
Agree				Disagree	

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

5. The neutral arbitrator explained procedures and decisions clearly.

5	4	3	2	1	N/A
Agree				Disagree	

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

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

5	4	3	2	1	N/A
Agree				Disagree	

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

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

5 4 3 2 1 N/A  
Agree Disagree

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

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

5 4 3 2 1 N/A  
Agree Disagree

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

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

5 4 3 2 1 N/A  
Agree Disagree

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

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

5 4 3 2 1 N/A  
Agree Disagree

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

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

5 4 3 2 1 N/A  
Agree Disagree

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

# OIA - Party Evaluation / Total Counts

Report Date Range: 1/1/2006 through 12/31/2006

## General Counts

	<u>Sent</u>	<u>Received</u>	
Cnt Evaluations	1,110	455	(8 of these are Blank)
Cnt of Pro Pers	95	15	
Cnt of Claimant Counsel	460	154	
Cnt of Respondents	555	257	
Cnt Anonymous		29	

## Counts of Received

### Blanks

Cnt Blank	8
Cnt Blank and Settled or Withdrawn Early	1

### By Disposition

Cnt Disp Withdrawn	72	Cnt Disp Hearing Claimant	42
Cnt Disp Settled	184	Cnt Disp Hearing Respondent	61
Cnt Disp Dismissed by NA	6	Cnt Disp Hearing	0
Cnt Disp MSJ	48	Cnt Disp Other	2

### By Method Chosen

Cnt JOINT	150
Cnt STRIKE	263

## Claimant and Attorney Evaluations of Neutrals; Statistical Summary of 2006 Responses

As of 12/31/06

Claimant or Respondent?	Evals Rec'd	Fair Q1	Respectful Q2	Timely Q3	Response Q4	Explained Q5	Knew Law Q6	Knew Facts Q7	Decision Q8	Fees Q9	Fees Q10	Recommend Q11	Cnt/Avg
<b>Unidentified Count</b>	29	24	24	24	23	24	24	24	21	21	21	23	
<b>Unidentified Average</b>		4.5	4.8	4.4	4.5	4.4	4.5	4.3	4.6	4.5	4.5	4.4	4.5
<b>Unidentified Median</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Unidentified Mode</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Claimant Attorney Count</b>	154	146	145	144	145	145	143	142	141	133	133	142	
<b>Claimant Attorney Average</b>		4.4	4.8	4.6	4.8	4.5	4.3	4.1	4.6	4.8	4.4	4.3	4.5
<b>Claimant Attorney Median</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Claimant Attorney Mode</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Pro Per Count</b>	15	11	11	11	11	11	11	11	11	9	9	10	
<b>Pro Per Average</b>		4.3	4.6	4.5	5.0	4.6	4.6	4.2	4.4	5.0	5.0	4.2	4.6
<b>Pro Per Median</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Pro Per Mode</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Respondent Count</b>	257	252	255	255	252	253	251	251	247	248	247	250	
<b>Respondent Average</b>		4.9	4.8	4.7	4.9	4.8	4.8	4.7	4.7	4.8	4.7	4.7	4.8
<b>Respondent Median</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Respondent Mode</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Total Count</b>	455	433	435	434	431	433	429	428	419	411	410	425	
<b>Total Average</b>		4.7	4.8	4.7	4.8	4.7	4.6	4.5	4.7	4.8	4.6	4.5	4.7
<b>Total Median</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Total Mode</b>		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0

# **EXHIBIT J**

## **Neutral Arbitrator Evaluations of OIA Procedures and Rules**





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 days 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 within 15 days 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 give us any suggestions you may have for improving the communications with our office.

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

8. Please set forth any suggestions for improving the system administered by this office.

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

9. Please set forth any suggestions for improvement or change in the rules.

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

## NA Questionnaire / Count by Disposition - 2006 Responses

<b>Disposition</b>	<b>Count</b>
Decided After Hearing	119
Decided After MSJ	54
Dismissed by NA	33
Settled	205
Withdrawn	59
Unidentified	14
No Questions Answered	64
<b>Total Returned</b>	<b>548</b>
<b>Total Mailed</b>	<b>555</b>

Neutral Arbitrator Questionnaire - Responses to Questions 1 thru 3 - 2006 Responses

Count	Disposition	Procedures Worked Well	Would Participate Again	OIA Accommodated Questions/Concerns
		Q1	Q2	Q3
122	Decided After Hearing Count	119	119	119
	Decided After Hearing Average	4.8	4.8	4.9
	Decided After Hearing Median	5.0	5.0	5.0
	Decided After Hearing Mode	5.0	5.0	5.0
	Decided After Hearing Min	3.0	1.0	3.0
	Decided After Hearing Max	5.0	5.0	5.0
59	Decided After MSJ Count	52	54	54
	Decided After MSJ Average	4.9	4.9	5.0
	Decided After MSJ Median	5.0	5.0	5.0
	Decided After MSJ Mode	5.0	5.0	5.0
	Decided After MSJ Min	3.0	4.0	4.0
	Decided After MSJ Max	5.0	5.0	5.0
44	Dismissed by NA Count	33	33	33
	Dismissed by NA Average	4.9	4.9	4.9
	Dismissed by NA Median	5.0	5.0	5.0
	Dismissed by NA Mode	5.0	5.0	5.0
	Dismissed by NA Min	3.0	3.0	3.0
	Dismissed by NA Max	5.0	5.0	5.0
235	Settled Count	204	205	203
	Settled Average	4.9	4.9	4.9
	Settled Median	5.0	5.0	5.0
	Settled Mode	5.0	5.0	5.0
	Settled Min	3.0	3.0	3.0
	Settled Max	5.0	5.0	5.0
65	Withdrawn Count	59	58	58
	Withdrawn Average	4.7	4.9	4.9
	Withdrawn Median	5.0	5.0	5.0
	Withdrawn Mode	5.0	5.0	5.0
	Withdrawn Min	2.0	3.0	4.0
	Withdrawn Max	5.0	5.0	5.0
23	BLANK Count	14	14	14
	BLANK Average	4.9	4.9	5.0
	BLANK Median	5.0	5.0	5.0
	BLANK Mode	5.0	5.0	5.0
	BLANK Min	4.0	4.0	5.0
	BLANK Max	5.0	5.0	5.0
548	Total Count	481	483	481
	Total Average	4.8	4.9	4.9
	Total Median	5.0	5.0	5.0
	Total Mode	5.0	5.0	5.0
	Total Min	2.0	1.0	3.0
	Total Max	5.0	5.0	5.0

## NA Questionnaire / Count of Questions 4-5

4. I found that the following characteristics of the system **worked well**. (Check all that apply):

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

Report Date Range: 1/1/2006 through 12/31/2006

	4. Worked Well	5. Needs Change/ Improvement
a.) manner of neutral arbitrator's appointment	363	5
b.) early management conference	368	3
c.) availability of expedited procedures	141	4
d.) award within 10 days of hearing	128	14
e.) claimant's ability to have respondent pay cost of neutral arbitrator	254	15
f.) the system's rules overall	302	13
g.) hearing within 18 months	167	11
h.) availability of complex/extraordinary procedures	60	4
<b>Other)</b>	2	5

## NA Questionnaire / Results of Question 6

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

If yes, what was your role?

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

Report Date Range:  
1/1/2006 through 12/31/2006

<u>Role</u>	<u>CntQ6a is Yes</u>	<u>Cnt Better</u>	<u>Cnt Worse</u>	<u>Cnt Same</u>	<u>Cnt BLANK</u>
	18	11	0	5	2
<i>Attorney</i>	54	22	1	29	2
<i>Judge</i>	252	81	3	134	35
<i>Mediator</i>	3	0	1	1	1
<i>Neutral Arbitrator</i>	19	11	0	8	0
<b>TOTALS</b>	<b>346</b>	<b>125</b>	<b>5</b>	<b>177</b>	<b>40</b>

# **EXHIBIT K**

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

# KAISER ARBITRATION OVERSIGHT BOARD

## COMMENTS ON THE EIGHTH ANNUAL REPORT

### *OVERSIGHT BOARD REVIEW OF THE OIA ANNUAL REPORT*

It is the responsibility of the Arbitration Oversight Board to review and comment on the Annual Report of the Independent Administrator. For this purpose, a draft copy of the Eighth Annual Report was sent to Board members in February and consideration of the Report was the principal agenda item of the Board's March 22<sup>nd</sup>, 2007 meeting. The Annual Report is intended to provide information about the operation of the Kaiser arbitration system for the calendar year that allows one to assess how well goals of timely, fair and cost-effective administration have been met.

The Board considered the report a well-prepared and thorough accounting of the performance of the arbitration system in 2006. The report cites significant developments during the year and provides pertinent data on timelines, arbitrator selection methods, outcomes of cases, evaluations and costs. The basic structure and presentation of data parallel preceding annual reports, resulting in a helpful continuity and consistency in the reporting over the years. One can gain a sense of the development of the independently administered arbitration system over its eight year span. Moreover, with a lengthening baseline, it becomes easier to discern broad patterns and trends in the data, and to notice unusual year-to-year variations.

In its review, the Board focused particular attention on the "Report Summary", acknowledging that it would be the most widely read section. Editorial suggestions were offered for a clear and cogent distillation of the data detailed contained in the text. The resultant *Summary* and the well-organized *Table of Contents* should be helpful guides to readers. The Board wished to see the Report made as readily available as possible to all interested parties and the public-at-large. Posting on the OIA web-site was seen as one useful avenue for dissemination.



## *HALLMARKS OF AN EXEMPLARY ARBITRATION SYSTEM*

What are the hallmarks - the distinguishing characteristics – of an exemplary arbitration system? That was the basic question addressed by the Blue Ribbon Panel Report of 1998 that guided initial development of the new, independently administered arbitration system Kaiser now utilizes. In fulfilling its role, it is a question the Oversight Board continually revisits. Those characteristics include:

**RULES:** An explicit, written set of rules governs the system, and assures that it is fair. All parties must abide by the rules. They are impartially reviewed and modified, as necessary, based on experience.

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

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

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

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

**COST EFFECTIVENESS:** The costs of arbitrations are tracked wherever possible. Costs to claimants are reasonably low.

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

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

**CONTINUOUS IMPROVEMENT:** The experience gained in operating the arbitration system is applied toward its continuous improvement.

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

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

The Oversight Board's quarterly meetings, and its review of the OIA Annual Report, are conducted with these considerations generally in mind, if not always expressly stated. The over-arching goal of the Board in its oversight and policy-setting role, is to assure an arbitration system for Kaiser that embodies the characteristics described.

### *AUDITS OF THE OIA*

A recommendation of the 1998 Blue Ribbon Panel called for independent audit of the OIA at periodic intervals. A third annual performance audit was conducted during 2006 by a CPA firm (Michael Roll & Associates of San Francisco). The audit once again verified the accuracy of the statistical data provided in the OIA annual report; attested to the OIA's strict adherence to the Rules for Kaiser member arbitrations; and commented favorably on follow-up of earlier recommendations regarding data processing systems and controls. In response to the audits, the OIA has developed *computer* programs with significantly enhanced capacity for collecting and analyzing the kinds of data that are presented in quarterly meetings and in the annual report. The series of independent audits has provided excellent assurance that the information contained in the OIA reports is highly reliable.

### *MODIFICATION OF THE RULES*

Explicit rules govern the Kaiser arbitration system and the must be followed by all the participants if the system is to operate in a fair and timely fashion. Enforcement of the Rules is a principal responsibility of the OIA. The Rules, drafted when independent administration of the arbitration system was initiated, have served extremely well; there have been relatively few amendments. The Board considers proposed any Rule change with special care.

In 2006 there was one Rule change . Rule # 54 , which incorporates the text of a "handout" provided to *pro per* claimants to explain the Rules in easily understood "layman's" language, was modified. The text of the handout was changed to clarify that an unpaid family member or friend may accompany and assist in an arbitration if, in the judgment of the arbitrator, the personal circumstances of the claimant warrants such assistance. The rule change, adopted after careful consideration by the Board, reconciled the requirement of representation by a

lawyer with the desirability of assistance by a family member or friend in certain circumstances, as, for example, physical incapacity or language barrier.

### *TIMELINESS OF THE SYSTEM*

The Board regularly reviews the data provided by the OIA that shows how well the arbitration system is functioning in terms of *timeliness*, because that had been a serious problem in the era before independent administration. It is clear to the Board that the OIA meticulously monitors the time course of arbitrations and makes sure that deadlines are met, according to the system's Rules. Delays are caused by allowable postponements, usually at plaintiff request, and by occasional disqualification of arbitrators. These have gradually increased the average time for resolution of cases. Nonetheless, the system continues to operate well within acceptable time limits. This aspect of the new arbitration system -its timeliness - must be considered a notable accomplishment of the OIA.

### *THE APPOINTMENT OF NEUTRAL ARBITRATORS*

The all-important hallmark of an exemplary arbitration system is the availability of fair-minded and skilled arbitrators, and a process for their selection that is perceived by the participants as even-handed and free of bias. For this reason, maintaining an adequate pool of qualified arbitrators and conducting an impartial election process are critical responsibilities for the OIA and matters for continuous surveillance by the Oversight Board. Because the neutral arbitrator is the key figure in the arbitration process, the Board frequently discusses such issues as: the optimal size of the arbitrator pool, its make-up and diversity, required qualifications, geographical distribution, disclosures, methods of selection, freedom from potential bias, evaluations and ratings by parties, and other pertinent factors.

The annual report presents a favorable picture of accomplishments in this sphere, as well. In particular, the OIA has maintained a good-sized pool of highly qualified neutral arbitrators and cases are broadly distributed among them. The Office provides extensive information and disclosures about prospective arbitrators so as to enable well-informed selection decisions. While most of the arbitrators are selected from the pool through an impartial "strike and rank" process administered by the Office, even those separately chosen through joint selection by the parties are most often members of the OIA pool. Evaluations collected by the OIA continue to indicate that arbitrators are generally regarded highly by both parties of the dispute.

The Office is constantly mindful of the need to avoid potential bias in the processes that relate to arbitrator selection. OIA studies find a good balance in the practice background of the

arbitrators , as between plaintiff and defense work. Special studies by the Office reassuringly indicate that arbitrators who have made large awards continue, nevertheless, to be selected by Kaiser in subsequent arbitrations. These kinds of data analyses are of great value to the Board for purposes of effective oversight. The Board continues to encourage and support recruitment efforts to increase the diversity of the arbitrator pool.

## *ACCESSIBILITY*

In recent years Kaiser has instituted ombudsman, early intervention and related “pre - arbitration” approaches designed to resolve disputes at a local level, close to the setting of care. Decline in the number of cases coming to arbitration may reflect the success of those programs. For Kaiser members who seeks resolution of a claim through arbitration, the system is accessible. Claims are submitted promptly, as shown in the OIA report. Application fees are modest and can be waived by the OIA for low income. Most cases involve only a single, neutral arbitrator, rather than a panel, as recommended by the Blue Ribbon Report; this generally saves time and expense. In the great majority of cases Kaiser pays the neutral arbitrator fees. Claimants may pursue matters *in pro per*, although they are advised to seek legal representation and are provided information about legal aid resources in the community. Instruction about the arbitration procedures, written in “layman’s language” is made available by the OIA. Although the Office cannot offer legal advice, it does offer user-friendly assistance with regard to the arbitration process and its rules.

It is the perception of the Board that the arbitration system is readily accessible and that the Office provides appropriate assistance, with respect to its procedures, to all parties involved.

## *CONCLUDING COMMENTS*

The Annual Report of the OIA, commendably, gives very considerable “transparency” to the Kaiser arbitration system. The report documents the timeliness of the system; the outcome and disposition of cases; the fees of its arbitrators; the dollar amount of awards. It characterizes the use of arbitrators in the system and summarizes evaluations of their work. It describes the outcomes and disposition of all cases. The standardized schema of reporting allows examination of performance over time, with year to year comparisons.

The Board considers the Annual Report an accurate and thorough accounting of the performance of the Kaiser arbitration system for the year 2006. It is the view of the Board that the arbitration system is operating well and meeting desired goals of performance . The

current arbitration system is fulfilling the expectations of the Blue Ribbon Report of 1998, which led to the establishment of the Office, the Oversight Board and many of the system's rules and procedures.