

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 and Sixth 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

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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.

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, Office Services Clerk. 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.

Griselda Luna, Administrative Staff. Ms. Luna worked at the Hartmann firm from 1996 to 2003. She is a graduate of Watterson College, where she studied Business Administration. At the OIA, Ms. Luna answers incoming telephone calls and responds to questions from lawyers, claimants,

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and the public. She sends out the questionnaires and evaluations at the end of a case and inputs the responses into the OIA computer databases. Ms. Luna 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 B

Status of Blue Ribbon Panel Report Recommendations

Status Report on Blue Ribbon Panel Recommendations

This appendix sets out in bold type each of the recommendations made by the Blue Ribbon Panel on Kaiser Permanente Arbitration in the report that it issued in January 1998. Each recommendation is followed by the status of the recommendation as known to the OIA on December 31, 2004. References to “Section” refer to Sections of this Annual Report.

A. Independent Administration

- 1. An Independent Administrator should manage the Kaiser Permanente Arbitration System and the individual cases within it. The Kaiser Foundation Health Plan, Inc. should fund the Independent Administrator.**

Status: Ongoing, largely accomplished. The OIA began accepting claims from Kaiser on March 29, 1999. The OIA has received a total of 5,871 (42) claims from Kaiser. As for funding, since June 2002, the OIA is under contract to and has been paid by the Arbitration Oversight Board (AOB), a group which has control of a trust established by Kaiser in order to meet contractual obligations to the OIA for operation of the system. The OIA is also funded by the \$150 filing fee members pay when they make a demand for arbitration.

- 2. The mission of the Independent Administrator should be to ensure that the Kaiser Permanente process is fair, speedy, cost-effective, and protects the privacy interests of the parties. These goals should be reflected in the contract with the Independent Administrator and made available to all members and employer-purchasers.**

Status: Completed. See Rules 2 and 3 of the *Rules for Kaiser Permanente Member Arbitrations Administered by the Office of the Independent Administrator (Rules)* which are attached as Exhibit C. The goals are also set out in the contract between the AOB and Sharon Oxborough. The contract contains specific provisions related to confidentiality.

- 3. The Independent Administrator selected should not be a provider of neutral arbitrators or mediators.**

Status: Completed. Neither the Law Offices of Sharon Oxborough nor the OIA accepts payment of any kind from the arbitrators in its panel, including application fees, or supplies arbitrators other than for Kaiser arbitrations.

B. Advisory Committee

4. **Kaiser Permanente should establish, an on-going, volunteer Advisory Committee, comprised of representatives from Kaiser membership, Permanente Group physicians, Kaiser health care personnel, employer-purchasers of Kaiser Permanente services, an appropriate consumer advocacy organization and the plaintiffs' and defense bar involved in medical malpractice in the Kaiser Permanente arbitration system. Kaiser Permanente should consult with the Advisory Committee prior to the selection of the Independent Administrator and at other critical points described later in this report.**

Status: Completed. In April 1998, Kaiser announced appointment of the Arbitration Advisory Committee (AAC) and its membership. The AAC participated in the selection of the Independent Administrator, worked closely with Kaiser and the OIA in creating the new system, and its members provided ongoing comment on, and oversight of the system. It also reviewed the first two annual reports.

In April 2001, Kaiser announced the formation of a new oversight board for the arbitration system with its members. The AOB replaced the earlier AAC. For information about the members of the AOB and their activities, see Section X.A.

C. Goals of a Revised Kaiser Permanente Arbitration System

Time Frame for Resolution

5. **The Independent Administrator, after consultation with Kaiser Permanente and the Advisory Committee, should establish arbitration process deadlines, which will serve as publicly stated benchmarks for the program.**

Status: Completed. Under the *Rules*, ordinary cases must be resolved within eighteen months of the OIA receiving the claim and the filing fee, or waiving that fee. The *Rules* also contain provisions for cases that must be completed in more or less time than eighteen months. See Rules 24, 28 and 33-36.

6. **The Independent Administrator should supervise the progress of each case and should communicate regularly with the neutral arbitrator (and the parties, when appropriate) to assure that each case moves as expeditiously as possible. To this end, the Independent Administrator should encourage continuous hearings.**

Status: Ongoing, largely accomplished. As described in Section VI of the annual report, the OIA tracks the progress of each case and communicates with the neutral arbitrator and the parties as necessary to ensure that each case moves forward as

expeditiously as possible. Rule 25(c)(ii) requires that arbitration hearings be scheduled for consecutive days if more than one day is necessary. Of the 626 (156) cases that have had hearings since the OIA began its work, 532 had continuous hearings. That is 85%. This year, 118 of 143 (156) cases had hearings on consecutive days. That is 83%.

7. **Although all cases should move as swiftly as possible, special expedited procedures, including those for appointing the neutral arbitrator and setting arbitration hearing dates, should be established for cases in which the member is terminally ill or in other catastrophic circumstances.**

Status: Completed. Rules 33 through 36 set out procedures for expedited cases. For more information about expedited cases, see Section VII.B.1.

Documentation and Availability of Procedures

8. **The Independent Administrator should formalize and make available Kaiser Permanente's new arbitration goals and procedures in writing and take actions, where necessary, to assure all participants are properly informed.**

Status: Completed. The OIA sends a written System Description, the *Rules*, applicable forms and a detailed letter to all claimants or their counsel each time Kaiser forwards a demand for arbitration to the OIA. These items are also available to anyone who requests them from the OIA, and to the public through the OIA's website at www.oia-kaiserarb.com. Beginning in 2003, more information about the system has appeared on the OIA website in computer searchable format, in compliance with statutory requirements.

Establishing a List of Qualified Arbitrators

9. **The Independent Administrator should develop the largest possible list of qualified neutral arbitrators.**

Status: Completed. The OIA's panel of neutral arbitrators currently has 309 (1) members. The OIA continues to recruit arbitrators, to accept applications from interested parties, and to admit those qualified to the panel. For more information about the neutral arbitrators on the OIA panel, see Section III.

10. **The Independent Administrator should solicit applications from firms and individuals in California who provide neutral arbitration services and who are interested in serving in Kaiser Permanente cases. The qualifications for applicants should be established by the Independent Administrator after discussions with the Advisory Committee and Kaiser Permanente.**

Status: Completed. Thirty percent of the pool belongs to provider organizations. The qualifications are available from our website.

11. **The Independent Administrator should select those applicants who meet standards of qualification and experience and who demonstrate that they will implement the program's goals of fairness, timeliness, low cost and protection of the parties' privacy interests.**

Status: Completed. The OIA reviews each arbitrator's application and makes sure that the applicant meets the published qualifications. When an applicant is rejected, she or he receives a letter citing the specific, numbered requirement which has not been met and is given the opportunity to respond and supplement the application in order to make it acceptable if that is possible.

Prompt Selection of the Neutral Arbitrator

12. **Kaiser Permanente should be required to send the demand for arbitration, or other notice of arbitration, to the Independent Administrator within five (5) business days of receipt.**

Status: Completed as modified. Rule 11 requires that Kaiser Permanente forward Demands for Arbitration to the OIA within ten business days of receipt. Kaiser and the AAC enlarged the Blue Ribbon Panel's recommended number in the original discussions and consultations which created the *Rules*. For information about the length of time that Kaiser takes to submit demands for arbitration to the OIA, see Section IV; Appendix 1, lines 43-44.

13. **The neutral arbitrator should be selected within thirty (30) days of the Independent Administrator's receipt of the arbitration demand.**

Status: Completed. In the majority of cases administered by the OIA (57% or 409 cases out of 721) (60 & 61) the average time to the naming of a neutral arbitrator is 24 days from receipt of demand and filing fee or granting of waiver. Appendix 1, lines 60-61. This figure excludes cases where parties have obtained postponements (see Recommendation 17) and cases where more than one neutral arbitrator has been selected, because of disqualification by parties and recusal by neutral arbitrators. For more information about the length of time to select a neutral arbitrator, see Section V.E.

14. **The parties should have a short period within which they may agree upon any neutral arbitrator of their choosing.**

Status: Completed. Under Rule 17, the parties may select any neutral arbitrator of their choosing, as long as that person agrees to follow the *Rules*. The parties may make their joint selection during the same 20 days they have for selecting a neutral arbitrator using a randomly generated list of possible arbitrators (“LPA”) provided by the OIA. For more information about joint selection, see Section V; Appendix 1, lines 16-18.

- 15. If no arbitrator is selected within that period, the Independent Administrator should select the neutral arbitrator by providing a list of names to the parties and giving them ten (10) days to strike some number of those names. The procedure for this striking process should be established by the Independent Administrator.**

Status: Completed as modified. Rules 17 and 18 give the parties 20 days to either jointly select a neutral arbitrator or return the LPA provided by the OIA.

- 16. In creating lists of potential neutral arbitrators, the Independent Administrator should rotate among the qualified neutral arbitrators.**

Status: Completed as modified. The OIA creates the LPA by randomly selecting names from its panel of neutral arbitrators. The OIA uses an internet-based lottery program to make random selections among the neutral arbitrators. For information about the number of times neutral arbitrators' names appear on LPAs, see Section III.D.4; Appendix 1, lines 28-37.

- 17. A one-time delay in appointment of up to ninety (90) days may be allowed by the Independent Administrator upon written request of the plaintiff. Counsel requesting a delay should be required to provide a copy of the written request to his or her client.**

Status: Completed as modified. Rule 21 provides for this postponement upon the request of a claimant. Rule 21 does not require counsel requesting a delay to provide a copy of the request to his or her client. In the discussions which created the *Rules*, the ACC felt that this was not necessary.

- 18. The Independent Administrator should be able to grant further continuances in unusual circumstances.**

Status: Completed. See Rule 28. Neutral arbitrators have granted Rule 28 extensions of the 18 month time limit in 260 cases, 76 cases in 2004. See Appendix 1, line 210. For more information about other Rule 28 continuances granted by the OIA and neutral arbitrators, see Sections VII.B.4; Appendix 1, line 217.

Arbitration Management

- 19. The neutral arbitrator should promptly convene an arbitration management conference, in person or by phone, to set deadlines for key events, establish the date of the arbitration hearing and assist in resolving any issues that might impede the progress of the case. The neutral arbitrator should hold additional conferences as necessary to assure that the case continues to move expeditiously. The Independent Administrator should monitor the cases and supervise the neutral arbitrators to assure efficient progress.**

Status: Completed. Rule 25 requires that the neutral arbitrator hold an arbitration management conference within 60 days of selection. Items to be discussed at the conference cited in Rule 25(b) and (c) track this Blue Ribbon Panel recommendation. Rule 25(f) provides for additional conferences as the parties and the arbitrator need them. As described in Section VI.B of the annual report, the OIA monitors each case and ensures that the neutral arbitrator is complying with the deadlines set out in the *Rules*.

Disclosures by Potential Arbitrators

- 20. The Independent Administrator should maintain a list of all qualified neutral arbitrators and arbitration organizations and maintain a file on each. An individual neutral arbitrator's file should contain 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.**

Status: Completed. A list of arbitrators on the OIA's panel is available from the OIA and is posted on the OIA's website at www.oia-kaiserarb.com. The OIA maintains a file for each arbitrator. The files contain copies of the arbitrators' lengthy applications, redacted awards that the OIA has received under Rule 39(c), and other documents such as biographies and resumes. The files also contain evaluation forms completed by parties to prior OIA arbitrations. When the OIA sends an LPA to parties, each side receives a copy of the file for each of the 12 randomly selected arbitrators on the list. Any neutral arbitrator selected by the parties must also make disclosures as required by law. See Rule 20.

Since January 1, 2003, pursuant to Ethics Standard 8 and California Code of Civil Procedure §1281.96, the OIA has posted on its website the information required about each applicable case in computer searchable format. This includes who the neutral was, who prevailed, the amount of damages awarded if any, who the attorneys were and much more.

- 21. These files should be made available to parties and counsel in pending Kaiser Permanente arbitrations. When a list of potential neutral arbitrators is sent to parties and counsel, a summary of the file information on the proposed neutral arbitrators should be included in that mailing.**

Status: Completed. As discussed above, a copy of each arbitrator's file is sent to the parties when an arbitrator's name appears on an LPA. To avoid the appearance of altering or shaping information about an arbitrator, the OIA sends copies of the actual documents in the file rather than a summary of documents.

Written Decisions

- 22. Neutral arbitrators should be required to issue brief written decisions to the parties in Kaiser Permanente arbitrations and the Independent Administrator. These decisions should include the name of the prevailing party; the amount and other relevant terms of the award, if any; and reasons for the judgment rendered.**

Status: Completed. See Rule 38. Neutral arbitrators have issued written awards to the parties in all cases decided after a hearing since the OIA began operation. We amended Rule 38 to provide specific guidance to neutrals.

- 23. The Independent Administrator should maintain a complete set of the written decisions in Kaiser Permanente arbitration cases. In addition, a copy of a neutral arbitrator's decision should be kept in that arbitrator's file. These documents should be made available, as described above, to parties and counsel in pending Kaiser Permanente arbitrations.**

Status: See discussion for Recommendations 20 and 21.

Protection of Privacy

- 24. In developing principles to govern the Independent Administrator and the neutral arbitrators who will serve in Kaiser Permanente cases, Kaiser Permanente and the Advisory Committee should give substantial care to ensure the privacy of members, physicians and Kaiser personnel. Prior to making past awards and written decisions available, as recommended above, the Independent Administrator should remove the names of parties, members, physicians and Kaiser Permanente personnel, as well as the name and location of the Kaiser facility.**

Status: Completed. Rule 39(c) requires Kaiser to provide the OIA with copies of redacted awards. Redacted awards become part of the OIA file for the neutral

arbitrator who issued the award. The redacted awards are identical to those Kaiser is required by statute to prepare for California's Department of Managed Health Care.

Enhancement of Settlement Opportunities

- 25. The Independent Administrator should ensure that the neutral arbitrator schedules, but does not attend, an early meeting between the parties to consider settlement, either through direct negotiations or with the assistance of a mediator.**

Status: Completed. Under Rule 26, the parties must hold a mandatory settlement meeting (MSM) within 6 months of the Arbitration Management Conference. The OIA tracks the scheduling and the holding of the MSM. For more information about the MSM, see Section VI.C.

- 26. Within twelve (12) months of this report, Kaiser Permanente should consult with the Independent Administrator and the Advisory Committee and begin implementation of a mediation program.**

Status: Not completed. Kaiser has reported to the AOB about a program it has instituted in California called the Healthcare Ombudsman/Mediator Program which it feels meets the objectives of this recommendation. A copy of a brochure that describes this program is attached as Exhibit N.

Encouraging Use of the Sole Arbitrator

- 27. If the member requests a single, neutral arbitrator, Kaiser Permanente should consent and pay the full fee of the neutral arbitrator. If Kaiser Permanente insists upon a tripartite panel in these circumstances, it should pay for all fees of the neutral arbitrator as well as its own party arbitrator.**

Status: Completed. Rules 14 and 15 provide these features. For information about how the neutral arbitrators' fees are shared by the parties, see Sections V.F. and VIII.C.3.

Oversight and Monitoring

- 28. The Independent Administrator should report annually to Kaiser Permanente and the Advisory Committee. The report should discuss the actions taken to achieve the program's goals and whether those goals are being met. The annual report shall be made available to the Advisory Committee and, upon request, to Kaiser Permanente members, employer/purchasers and the general public.**

Status: Completed. This is the sixth annual report. Hard copies of the annual report are available to the public without cost from Kaiser and from the OIA. The report, and its predecessors, can also be read or downloaded from the OIA's website at www.oia-kaiserarb.com.

- 29. No less than every five years, an independent audit of the Independent Administrator should be undertaken. This audit shall also be made available to the Advisory Committee and, upon request, to Kaiser Permanente members, employer/purchasers and the general public.**

Status: In 2004, the OIA was audited by a firm selected by the AOB. The audit reviewed a random sample of files and checked the numbers in the 2003 Annual Report. The audit found no mistakes. For more information about the audit, see Section II.A and Exhibit D.

- 30. Kaiser Permanente should conduct on-going, internal research to assess the extent to which the arbitration system is meeting its stated goals.**

Status: Unknown. This recommendation does not call for the OIA's participation.

D. Improvement of the Pre-arbitration System

- 31. Kaiser Permanente should establish and fund a formal Ombudsperson program to assist members in the complaint and grievance processes.**

Status: See discussion for Recommendation 26.

- 32. The Kaiser Permanente dispute resolution system should be standard across all facilities in California and should be communicated more clearly and directly, in writing, to its members.**

Status: To the extent that this recommendation involves systems other than arbitration, the OIA has no information because it is not involved. With regard to the OIA, completed. The system is completely standard across the state. All OIA cases are administered in the same manner.

E. Cases Not Involving Medical Malpractice

- 33. Kaiser Permanente should consult with the Advisory Committee and the Independent Administrator to determine whether different arbitration procedures are needed for benefits and coverage cases and matters other than medical malpractice.**

Status: Ongoing, essentially completed. At this point, 91% of the cases in the OIA system (4,577 of 5,028) are medical malpractice. (92 & 93) Benefits and coverage cases have constituted 2% of the system (86 of 5,028). (92 & 94) Kaiser has forwarded claims of the following types to the OIA: medical malpractice, premises liability, other tort, benefits, and unknown (because the demand does not contain this information). So far, all types of cases are proceeding under a single set of rules.

F. Speed of Implementation

34. The Advisory Committee should be appointed no later than February 1, 1998.

Status: Completed late. The Arbitration Advisory Committee was appointed in April of 1998.

35. The Independent Administrator should be selected no later than April 1, 1998.

Status: Completed late. Kaiser and the Law Offices of Sharon Lybeck Hartmann executed their contract on November 4, 1998.

36. Kaiser Permanente should develop and publish an implementation schedule for these recommendations as rapidly as possible.

Status: The OIA is not aware of a published implementation schedule for the Blue Ribbon Panel's recommendations. However, as noted throughout this exhibit, 33 out of 36 recommendations have been completed or essentially completed. Two recommendations do not involve the OIA and one Kaiser does not believe the third is necessary.

EXHIBIT C

**Rules for Kaiser Permanente Member
Arbitrations Administered by the
Office of the Independent Administrator,
Amended as of January 1, 2005
(Redlined)**

REDLINED

**RULES FOR KAISER PERMANENTE MEMBER
ARBITRATIONS**

ADMINISTERED BY

THE OFFICE OF THE INDEPENDENT ADMINISTRATOR

AMENDED AS OF JANUARY 1, 2005

REDLINED

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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

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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

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:

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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).**

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- 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

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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.

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- 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 Parties shall serve~~ the Independent Administrator **must receive the Parties' with their 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 Parties shall serve the form on 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 Parties shall serve the form on 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

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to Rule 21, ~~the Parties shall serve their preferences on 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 a Party does not serve the Independent Administrator with~~ **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.

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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 ~~by serving a written request for postponement on~~ **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. ~~Respondent(s) shall serve a written request for postponement on the~~ **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

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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.

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- 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.

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- 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.

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.

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- 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.

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- 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.

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- 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

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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

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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

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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.

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- 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.

Information for Claimants Who Do Not Have Attorneys

Lawyers say that a claimant who represents him or herself in a legal action without an attorney's help is acting *in propria persona*, or "in pro per." The Office of the Independent Administrator provides the following information to assist claimants who are acting in pro per. We make this offer in order to help pro pers understand our system and its procedures. However, we can never provide legal advice because we do not take sides in any case.

What is the Office of the Independent Administrator?

The Office of the Independent Administrator, or OIA, is a neutral, independent body that oversees arbitrations brought by Kaiser members under the Health Plan's contracts with its members and their employers. These arbitrations are controlled by the *Rules for Kaiser Permanente Member Arbitrations Administered by the Office of the Independent Administrator*. Claimants acting in pro per should carefully and thoroughly read these Rules. The OIA will answer

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questions about these *Rules* at any time. Just call us at the number which appears below. However, we do not give legal advice. This means that we will tell you what our *Rules* mean and how to follow them, but we will not advise you on how they might affect your specific case.

What is arbitration?

Arbitration is a legal process. An arbitration hearing is like a court hearing. You and the other side present witnesses, including medical experts, and other evidence. Unlike many court trials, there is no jury. Throughout the process, a neutral arbitrator acts as a judge, or neutral fact finder. The neutral arbitrator cannot give legal advice to you or to the other party. The neutral arbitrator decides the case based on his or her interpretation of the law, as it applies to the evidence presented by the parties. The decisions of the neutral arbitrator are final, legally binding and enforceable in court. Only very rare exceptions allow the decision to be changed.

Are arbitration and mediation different?

Yes. Arbitration is not mediation. Mediation is a process where the people involved in a dispute attempt to solve their problem with the help of a neutral person, called “the mediator.” Unlike an arbitrator, a mediator has no authority to impose a decision on the parties.

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

Under California law, testimony from a medical expert is nearly always required to prove medical malpractice. This is true in both arbitration and in court. Almost always, if you do not have a medical expert, you will lose your claim. Neither the neutral arbitrator nor the OIA can assist any party in locating or hiring a medical expert.

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

If you do not have a medical expert, the respondent (Kaiser) will almost always bring a motion for summary judgment, and the arbitrator will almost always grant this motion because the law requires it. Summary judgment motions can also be brought on other bases. The case is over if summary judgment is granted. This means that, at a hearing on a motion for summary judgment, if a claimant does not offer expert medical testimony, or otherwise offer effective legal reasons in opposition to the motion, the arbitrator must grant the motion and close the case. Summary judgment is a decision on the law alone, and no facts are involved. Please note that when a case ends in this fashion, there will be no hearing on the facts, and no opportunity to present witnesses and other evidence. Cases heard in court also end in summary judgment.

Are any other expert witnesses needed during the arbitration process?

Sometimes there are. For example, claimants seeking damages for lost wages may need the testimony of an economist. Other experts may be needed depending on the nature of the claim.

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May I ask a friend or relative for assistance in presenting my case?

You may not be represented by someone who is not an attorney. This means that you may not ask a friend or relative to help you present your case at a hearing or conference, unless that person is an attorney representing you in the matter.

What is *ex parte* communication?

Ex parte communication occurs when one party (claimant or respondent) 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 concerns the schedule or location of a hearing or conference. If you need to contact the neutral arbitrator for any other reason, you should write a letter to the neutral arbitrator and send a copy of the letter to the respondent. You may also request a conference call with the neutral arbitrator and respondent.

What are my responsibilities when I decide to proceed without a lawyer?

Both in court and in arbitration, people may represent themselves and do not have to hire attorneys. However, in doing so, the person assumes all the responsibilities of a lawyer. That means, for example, that the person must learn the California law that applies to the case, meet deadlines, locate and subpoena witnesses where that is necessary, and identify, hire and pay expert witnesses where they are needed. Some of these tasks take time, are complicated, are expensive and must be prepared for some time in advance. If the person's lawyer would normally have done a task, the claimant representing him or herself must do that task both in arbitration and in court. If this sounds like a lot of work, it is. It is difficult, and an arbitrator is not supposed to make the requirements any easier to meet because a person has chosen to represent him or herself. We encourage people to retain attorneys for arbitration. However, a quarter of the OIA case load is individuals acting in pro per. We help them to understand our *Rules* and procedures as much as we can. However, we stress that neither the OIA nor the neutral arbitrator can help parties by giving them legal advice or by assisting them on factual matters such as how to locate an expert witness.

Are there any other resources to help claimants acting in pro per?

There are useful books written for claimants acting in pro per. Please check your local library or bookstore. If you need help finding a lawyer, call the State Bar or local County Bar Association.

If you have any questions, please call the OIA at (213) 637-9847. You may obtain extra copies of the Rules, our forms and other helpful items at our website: www.oia-kaiserarb.com.

EXHIBIT D

Review Letter

To the Members:
Kaiser Arbitration Oversight Board

We have performed the procedures detailed in 'Appendix A' of the 'Report on the Agreed-Upon Procedures for the Office of the Independent Administrator (OIA)' for the year ended December 31, 2003. The procedures were agreed to by the Kaiser Arbitration Oversight Board (AOB), and primarily related to the controls of the OIA regarding the management of arbitration cases and data processing controls. The purpose of these procedures is solely to assist the users of the report in evaluating OIA's assertion about their compliance with amended rules for Kaiser Permanente member arbitrations administered by the OIA and the accuracy of the statistics reported in the annual report.

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 report either for the purpose for which the report had been requested or for any other purpose.

Our procedures are documented in 'Appendix A' of the report, and our detailed findings are presented in the 'Results of the Agreed-Upon Procedures' of the report. Our procedures were performed during the months of May and June of 2004. 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.

Our engagement's overall objectives were to identify control weaknesses, if any, that may exist in the operation and application processing of the OIA case management system and to test their compliance with the amended rules for Kaiser related arbitration cases, and such control procedures to provide an overall assessment of the control environment, information processing system and control procedures. To this extent, the procedures performed did not identify any significant weaknesses in the OIA's management of arbitration cases, statistical reporting to the AOB, or data processing controls.

Clare, Chapman, Stoney & Bonner, LLP

June 7, 2004

CCSB 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, 2003, verify that the OIA receives fee information from the neutral arbitrators.

Section II – Data Processing Controls

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 E

Lists of Neutral Arbitrators On The OIA Panel as of December 31, 2004

EXHIBIT

OIA Panel of Neutral Arbitrators

Northern California

Justice Nat Anthony Agliano
Judge Demetrios P. Agretelis, (Ret.)
Judge Paul J. Aiello, (Ret.)
Judge John M. Allen
Mr. Roger F. Allen, Esq.
Justice Carl West Anderson, (Ret.)
Judge Michael E. Ballachey, (Ret.)
Ms. Eileen Barker, Esq.
Judge Michael J. Berger
Judge Joseph F. Biafore, Jr.
Mr. Daniel V. Blackstock, Esq.
Judge Allan J. Bollhoffer
Ms. Barri Kaplan Bonapart, Esq.
Judge Cecily Bond, (Ret.)
Mr. Robert J. Brockman, Esq.
Mr. Fred D. Butler, Esq.
Judge Robert K. Byers
Mr. Thomas Campbell, Esq.
Judge Victor Campilongo
Judge Alfred G. Chiantelli, (Ret.)
Mr. Casey Clow, Esq.
Mr. Thomas A. Cohen, Esq.
Mr. James S. Crawford, Esq.
Judge Thomas Dandurand
Mr. Thomas H.R. Denver, Esq.
Ms. Reggie Derryberry, Esq.
Judge Benjamin A. Diaz, (Ret.)
Mr. Paul J. Dubow, Esq.
Judge James Duvaras
Mr. Joseph Elie, Esq.
Mr. Eric S. Emanuels, Esq.
Mr. Steven R. Enochian, Esq.
Mr. Douglas L. Field, Esq.
Judge John A. Flaherty, (Ret.)
Mr. Kenneth D. Gack, Esq.
Judge John J. Gallagher

Judge David A. Garcia
Mr. James L. Gault, Esq.
Judge Wm. R. Giffen, (Ret.)
Ms. Ruth V. Glick, Esq.
Mr. Stephen B. Gorman, Esq.
Judge Arnold Greenberg, (Ret.)
Judge Sheldon H. Grossfeld
Judge Ina Levin Gyemant, (Ret.)
Mr. Arnold B. Haims, Esq.
Judge Zerne P. Haning
Mr. Michael G. Harper, Esq.
Ms. Catherine C. Harris, 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.
Mr. Donald H. Kincaid, Esq.
Mr. Alfred P. Knoll, Esq.
Mr. Martin David Koczanowicz, 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.
Judge David C. Lee, (Ret.)
Judge Darrel Lewis, (Ret.)
Justice Harry W. Low
Mr. Nicholas R. Marchi, Esq.
Judge John A. Marlo
Mr. Allan J. Mayer, Esq.
Mr. John J. McCauley, Esq.
Mr. Brick E. McIntosh, Esq.
Mr. Mel McKinney, Esq.
Mr. David J. Meadows, Esq.
Mr. Carl Meyer, Esq.
Ms. Susan H. Mosk, Esq.
Mr. Robert A. Murray, Esq.

Mr. Jeffrey Scott Nelson, Esq.
Ms. Trish Nugent, Esq.
Judge Suzanne K. Nusbaum
Mr. Scott O'Brien, Esq.
Mr. William J. O'Connor, Esq.
Ms. Julia J. Parranto, Esq.
Judge Richard L. Patsey, (Ret.)
Judge Irving H. Perluss
Ms. Andrea M. Ponticello, Esq.
Mr. Thomas D. Reese, Esq.
Judge Hadden Roth
Mr. Alan R. Rothstein, Esq.
Mr. Geoffrey E. Russell, Esq.
Mr. William Samsel, Esq.
Ms. Patricia Shuler Schimbor, Esq.
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.)
Professor Jon H. Sylvester
Mr. Ronald I. Toff, Esq.
Mr. Gregory D. Walker, Esq.
Judge Noel Watkins
Mr. Gary A. Weiner, Esq.
Judge Rebecca Westerfield
Mr. Barry S. Willdorf, Esq.
Judge Raymond D. Williamson, Jr.
Mr. Philip Young, Esq.

OIA Panel of Neutral Arbitrators

Southern California

Judge David J. Aisenson
Judge James Albracht, (Ret.)
Mr. Leon J. Alexander, Esq.
Judge James J. Alfano
Mr. Clifford R. Anderson, Esq.
Justice John A. Arguelles
Mr. Maurice J. Attie, Esq.
Judge Michael Berg, (Ret.)
Mr. Stuart Berkley, Esq.
Judge Victor Bianchini
Mr. Stephen M. Biersmith, Esq.
Ms. Marianne P. Borselle, Esq.
Judge David H. Brickner, (Ret.)
Mr. Frank R. Brown, Esq.
Mr. Michael D. Brown, Esq.
Judge William E. Burby
Ms. Adriana M. Burger, Esq.
Judge Raymond Cardenas, (Ret.)
Mr. Richard A. Carrington, Esq.
Judge Richard F. Charvat
Judge Eli Chernow, (Ret.)
Mr. Walter K. Childers, Esq.
Mr. Michael A. Cholodenko, Esq.
Mr. Laurence R. Clarke, Esq.
Mr. John B. Cobb, Esq.
Mr. Peter D. Collisson, Esq.
Judge Barnet M. Cooperman
Judge Geary D. Cortes, (Ret.)
Mr. James A. Crary, Esq.
Mr. John P. Daniels, Esq.
Ms. Paula A. Daniels, Esq.
Mr. Richard J. Decker, Esq.
Mr. John P. DeGomez, Esq.
Judge George M. Dell
Mr. Richard A. DeSantis, Esq.
Justice Robert R. Devich, (Ret.)
Judge Vincent DiFiglia
Mr. Thomas S. Dillard, Esq.
Mr. Charles I. Dolginer, Esq.

Ms. Wendy L. Doo, Esq.
Mr. John E. Edwards, Esq.
Ms. Katherine J. Edwards, Esq.
Mr. James M. Eisenman, Esq.
Mr. David R. Flyer, Esq.
Mr. Ronald F. Frazier, Esq.
Mr. Thomas I. Friedman, Esq.
Ms. Dolly M. Gee, Esq.
Judge Jack E. Goertzen
Judge Arnold H. Gold, (Ret.)
Judge Norman W. Gordon
Mr. Ernest S. Gould, Esq.
Mr. Bruce A. Greenberg, Esq.
Judge Alan Haber
Mr. John H. Hachmeister, Esq.
Mr. Jon Anders Hammerbeck, Esq.
Mr. Robert T. Hanger, Esq.
Judge Margaret M. Hay
Mr. Richard C. Henderson, Esq.
Ms. Roseann Herman, Esq.
Mr. Bud Hill, Esq.
Mr. Mandel E. Himmelstein, Esq.
Judge David Allen Horowitz, (Ret.)
Mr. Jerry W. Howard, Esq.
Mr. Christian Gregory Howland, Esq.
Mr. Lawrence A. Huerta, Esq.
Judge William Pitt Hyde, (Ret.)
Mr. Godfrey Isaac, Esq.
Judge James A. Jackman, (Ret.)
Mr. J. Craig Jenkins, Esq.
Mr. B. Elliott Johnson, Esq.
Judge Joseph E. Johnston
Mr. Raymond T. Kaiser, Esq.
Judge Edward Y. Kakita, (Ret.)
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.
Mr. Martin David Koczanowicz, Esq.
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.
Ms. Louise A. LaMothe, Esq.
Mr. Dennis O. LaRochelle, Esq.
Ms. June Lehrman, Esq.
Mr. Boyd Lemon, Esq.
Mr. Philip R. LeVine, Esq.
Mr. Stuart Libicki, Esq.
Judge Richard Luesebrink
Judge Michael D. Marcus
Ms. Christine Masters, Esq.
Mr. Allan J. Mayer, Esq.
Mr. John J. McCauley, Esq.
Judge Harry R. McCue, (Ret.)
Mr. Donald McGrath, Esq.
Mr. James J. McKee, Esq.
Mr. Joseph D. McNeil, Esq.
Mr. John P. Miller, Esq.
Judge David B. Moon, (Ret.)
Ms. Lisa S. Morse, Esq.
Mr. Jeffrey Cabot Myers, Esq.
Justice Richard C. Neal, (Ret.)
Judge Jack M. Newman
Mr. Robert W. northup, Esq.
Judge Thomas F. Nuss, (Ret.)
Mr. Robert J. O'Connor, Esq.
Mr. Gilbert G. Ochoa, Esq.
Mr. Kenan Oldham, Esq.
Mr. Jeffrey P. Palmer, Esq.
Judge Robert W. Parkin
Mr. Charles B. Parselle, Esq.
Mr. Carl B. Pearlston, Esq.
Mr. Alexander S. Polsky, Esq.
Ms. Marilyn Plunkett Quail, Esq.
Mr. Byron Rabin, Esq.
Mr. Robert A. Rees, Esq.
Judge Elwood Rich
Mr. Roy G. Rifkin, Esq.

Mr. William Thayer Rintala, Esq.
Mr. Richard G. Ritchie, Esq.
Mr. Edward J. Roberts, Esq.
Judge Paul Rosenthal
Judge Edward M. Ross, (Ret.)
Mr. Charles Rossman, Esq.
Judge Marvin D. Rowen
Mr. Gene E. Royce, Esq.
Judge Michael B. Rutberg, (Ret.)
Judge Philip M. Saeta
Mr. Myer J. Sankary, Esq.
Mr. Alan H. Sarkisian, Esq.
Mr. Michael F. Saydah, Esq.
Ms. Cathy R. Schiff, Esq.
Mr. Steven A. Schneider, Esq.
Judge Thomas Schneider, (Ret.)
Judge R. William Schoettler
Judge Robert L. Schouweiler
Judge Philip E. Schwab
Mr. Peter J. Searle, Esq.
Mr. Herbert E. Selwyn, Esq.
Mr. C. David Serena, Esq.
Judge Tully H. Seymour
Mr. Robert M. Shafton, Esq.
Mr. Donald S. Sherwyn, Esq.
Judge James L. Smith
Judge Sherman W. Smith, Jr.
Judge Bruce J. Sottile
Judge Frederick R. Stevens, (Ret.)
Justice Steven J. Stone
Mr. John A. Sullivan, Esq.
Judge Robert W. Thomas, (Ret.)
Mr. Jeffrey A. Tidus, Esq.
Justice William L. Todd
Mr. Peter C. Tornay, Esq.
Judge Don A. Turner
Mr. Jack A. Weichman, Esq.
Mr. Bernard L. Weiner, Esq.
Mr. Richard Weissman, Esq.
Judge Andrew J. Weisz, (Ret.)
Mr. Garry W. Williams, Esq.
Mr. Joseph Winter, Esq.
Mr. Alan E. Wisotsky, Esq.

Ms. Deborah Z. Wissley, Esq.
Mr. Gary Wittenberg, Esq.
Mr. William R. Wolanow, Esq.
Judge Leonard S. Wolf
Judge Delbert E. Wong
Mr. Robert K. Wrede, Esq.
Judge Eric E. Younger
Mr. John Zanghi, Esq.

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
Ms. Marianne P. Borselle, Esq.
Ms. Randi R. Bradstreet, Esq.
Judge David H. Brickner, (Ret.)
Mr. Richard R. Castillo, Esq.
Mr. John B. Cobb, Esq.
Mr. Peter D. Collisson, Esq.
Judge Geary D. Cortes, (Ret.)
Judge Vincent DiFiglia
Mr. Thomas S. Dillard, Esq.
Mr. John E. Edwards, Esq.
Mr. Alfred G. Ferris, Esq.
Mr. David R. Flyer, Esq.
Mr. Ronald F. Frazier, Esq.
Ms. Virginia H. Gaburo, Esq.
Ms. Greta Glavis, Esq.
Mr. Thomas E. Gniatkowski, Esq.
Judge Norman W. Gordon
Mr. Jon Anders Hammerbeck, Esq.
Mr. Mandel E. Himmelstein, Esq.
Judge Herbert B. Hoffman
Judge David Allen Horowitz, (Ret.)
Mr. Jerry W. Howard, Esq.
Mr. Lawrence A. Huerta, Esq.
Judge Ronald L. Johnson
Judge Arthur W. Jones, (Ret.)
Judge Anthony C. Joseph, (Ret.)
Mr. Donald H. Kincaid, Esq.
Mr. Philip R. LeVine, Esq.
Judge Gerald J. Lewis
Mr. Daniel B. MacLeod, Esq.
Mr. Thomas L. Marshall, Esq.
Mr. John J. McCauley, Esq.
Judge Harry R. McCue, (Ret.)
Mr. Donald McGrath, Esq.

Mr. Joseph D. McNeil, Esq.
Judge Kevin W. Midlam
Judge James R. Milliken
Judge David B. Moon, (Ret.)
Ms. Lisa S. Morse, Esq.
Judge Jack M. Newman
Judge Robert J. O'Neill
Mr. Kenan Oldham, Esq.
Ms. Marilyn Plunkett Quail, Esq.
Mr. Byron Rabin, Esq.
Mr. Charles D. Richmond, Esq.
Mr. Gene E. Royce, Esq.
Judge Michael B. Rutberg, (Ret.)
Mr. Michael F. Saydah, Esq.
Ms. Cathy R. Schiff, Esq.
Mr. Peter J. Searle, Esq.
Judge Tully H. Seymour
Mr. Peter Shenan, Esq.
Judge Frederick R. Stevens, (Ret.)
Justice William L. Todd
Mr. William J. Tucker, Esq.
Mr. Colin W. Wied, Esq.

EXHIBIT F

Qualifications for Neutral Arbitrators

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

1. Neutral arbitrators shall be members of the State Bar of California, members of the state bar of another state with extensive practice in California during the past five years, or retired state or federal judges.
2. Neutral arbitrators shall 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 five 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 five 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 G

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 H

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	\$30,975.00	11/00
33	\$251,440.00	11/00
34	\$175,000.00	12/00
35	\$271,000.00	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	\$2,850.00	01/01
41	\$11,163.00	01/01
42	\$61,489.00	01/01

List of All Awards to Claimants (Redacted)

Case Number (not actual OIA case number)	Amount of Awards	Month/Year
43	\$250,000.00	02/01
44	\$2,500.00	02/01
45	\$79,000.00	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	\$75,000.00	11/01
79	\$250,000.00	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)

Case Number (not actual OIA case number)	Amount of Awards	Month/Year
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	\$250,000.00	05/02
102	\$273,333.34	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)

Case Number (not actual OIA case number)	Amount of Awards	Month/Year
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)

Case Number (not actual OIA case number)	Amount of Awards	Month/Year
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	\$165,000.00	12/03
185	\$411,834.00	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	\$200,000.00	05/04
202	\$683,254.00	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)

Case Number (not actual OIA case number)	Amount of Awards	Month/Year
211	\$137,500.00	06/04
212	\$750,000.00	06/04
213	\$1,100,000.00	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

EXHIBIT I

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 arbitrator¹, 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.

¹Under 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

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	Verification
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	\$ 996.87		Four	\$2,015.62		Seven	\$3,034.37
Two	\$1,336.45		Five	\$2,355.20		Eight	\$3,373.95
Three	\$1,676.04		Six	\$2,694.79		Each Add'l Person	\$ 339.58

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.

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.

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.

Type or Print Name	Signature	Date
---------------------------	------------------	-------------

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.) \$_____

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.		

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: \$ _____

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.")

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 _____

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

EXHIBIT J

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: 1/1/2004 through 12/31/2004

General Counts

	<u>Sent</u>	<u>Received</u>	
Cnt Evaluations	1,360	590	(25 of these are Blank)
Cnt of Pro Pers	130	34	
Cnt of Claimant Counsel	550	194	
Cnt of Respondents	680	349	
Cnt Anonymous		13	

Counts of Received

<u>Blanks</u>		<u>By Disposition</u>			
Cnt Blank	25	Cnt Disp Withdrawn	92	Cnt Disp Hearing Claimant	48
Cnt Blank and Settled or Withdrawn Early	12	Cnt Disp Settled	223	Cnt Disp Hearing Respondent	85
		Cnt Disp Dismissed by NA	25	Cnt Disp Hearing	3
		Cnt Disp MSJ	42	Cnt Disp Other	7

By Method Chosen

Cnt JOINT	183
Cnt STRIKE	359

Claimant and Attorney Evaluations of Neutrals; Statistical Summary of 2004 Responses

As of 12/31/04

Claimant or Respondent?	Evals Rec'd	Fair Q1	Respectful Q2	Timely Q3	Response Q4	Explained Q5	Knew Law Q6	Knew Facts Q7	Decision Q8	Fees Q9	Fees Q10	Recommend Q11	Cnt/Avg
Unidentified Count	13	9	9	8	9	9	9	9	8	9	9	9	
Unidentified Average		4.9	4.9	4.9	4.9	4.6	4.4	4.8	4.8	4.6	4.6	4.7	4.7
Unidentified Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Unidentified Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Claimant Attorney Count	194	177	176	175	174	174	168	165	166	156	154	167	
Claimant Attorney Average		4.3	4.7	4.3	4.8	4.5	4.4	4.3	4.7	4.9	4.8	4.2	4.5
Claimant Attorney Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Claimant Attorney Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Pro Per Count	34	30	30	30	30	31	29	27	27	25	28	27	
Pro Per Average		3.4	4.1	4.0	4.3	4.0	3.6	3.5	4.4	4.3	4.7	3.6	4.0
Pro Per Median		4.0	5.0	5.0	5.0	5.0	4.0	4.0	5.0	5.0	5.0	4.0	4.6
Pro Per Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Respondent Count	349	338	337	336	336	335	335	331	335	325	323	333	
Respondent Average		4.6	4.8	4.5	4.8	4.8	4.7	4.7	4.7	4.8	4.7	4.6	4.7
Respondent Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Respondent Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Count	590	554	552	549	549	549	541	532	536	515	514	536	
Total Average		4.5	4.7	4.4	4.8	4.6	4.5	4.5	4.7	4.8	4.7	4.4	4.6
Total Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0

OIA - Party Evaluation / Total Counts

Report Date Range: 1/1/2000 through 12/31/2004

General Counts

	<u>Sent</u>	<u>Received</u>	
Cnt Evaluations	5,828	2,656	(195 of these are Blank)
Cnt of Pro Pers	715	153	
Cnt of Claimant Counsel	2,199	805	
Cnt of Respondents	2,914	1,611	
Cnt Anonymous		87	

Counts of Received

Blanks

Cnt Blank	195
Cnt Blank and Settled or Withdrawn Early	90

By Disposition

Cnt Disp Withdrawn	369	Cnt Disp Hearing Claimant	230
Cnt Disp Settled	1,020	Cnt Disp Hearing Respondent	364
Cnt Disp Dismissed by NA	88	Cnt Disp Hearing	12
Cnt Disp MSJ	300	Cnt Disp Other	20

By Method Chosen

Cnt JOINT	814
Cnt STRIKE	1,484

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

As of 12/31/04

Claimant or Respondent?	Evals Rec'd	Fair Q1	Respectful Q2	Timely Q3	Response Q4	Explained Q5	Knew Law Q6	Knew Facts Q7	Decision Q8	Fees Q9	Fees Q10	Recommend Q11	Cnt/Avg
Unidentified Count	87	54	56	55	56	56	54	56	54	54	52	53	
Unidentified Average		4.1	4.3	4.2	4.6	4.4	4.0	4.1	4.4	4.5	4.6	4.0	4.3
Unidentified Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Unidentified Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Claimant Attorney Count	805	716	717	714	711	709	697	677	680	642	640	687	
Claimant Attorney Average		4.2	4.6	4.4	4.7	4.5	4.4	4.3	4.6	4.7	4.5	4.2	4.5
Claimant Attorney Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Claimant Attorney Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Pro Per Count	153	139	138	138	139	139	130	129	129	114	113	119	
Pro Per Average		3.2	3.9	3.9	4.2	3.9	3.7	3.5	4.0	4.2	3.8	3.4	3.8
Pro Per Median		4.0	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	5.0	5.0	4.8
Pro Per Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Respondent Count	1611	1528	1518	1514	1513	1511	1509	1495	1501	1455	1448	1479	
Respondent Average		4.5	4.6	4.3	4.8	4.7	4.7	4.6	4.7	4.8	4.7	4.6	4.6
Respondent Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Respondent Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Count	2656	2437	2429	2421	2419	2415	2390	2357	2364	2265	2253	2338	
Total Average		4.3	4.6	4.3	4.7	4.6	4.5	4.5	4.6	4.7	4.6	4.4	4.5
Total Median		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Mode		5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0

EXHIBIT K

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):

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

Please comment: _____

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

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

Please comment: _____

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

Please comment: _____

7. Please 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 - 2004 Responses

Disposition	Count
Decided After Hearing	140
Decided After MSJ	77
Dismissed by NA	24
Settled	247
Withdrawn	98
Unidentified	11
No Questions Answered	39
Total Returned	636
Total Mailed	680

Neutral Arbitrator Questionnaire - Responses to Questions 1 thru 3 - 2004 Responses

Count	Disposition	Procedures Worked Well	Would Participate Again	OIA Accommodated Questions/Concerns
		Q1	Q2	Q3
143	Decided After Hearing Count	140	139	138
	Decided After Hearing Average	4.8	5.0	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	4.0	3.0
	Decided After Hearing Max	5.0	5.0	5.0
77	Decided After MSJ Count	77	77	77
	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	2.0	1.0	3.0
	Decided After MSJ Max	5.0	5.0	5.0
24	Dismissed by NA Count	24	24	24
	Dismissed by NA Average	4.8	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	4.0
	Dismissed by NA Max	5.0	5.0	5.0
262	Settled Count	248	247	246
	Settled Average	4.8	4.9	4.9
	Settled Median	5.0	5.0	5.0
	Settled Mode	5.0	5.0	5.0
	Settled Min	1.0	4.0	3.0
	Settled Max	5.0	5.0	5.0
115	Withdrawn Count	96	97	96
	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	1.0	2.0	2.0
	Withdrawn Max	5.0	5.0	5.0
15	BLANK Count	10	10	10
	BLANK Average	4.8	4.9	4.9
	BLANK Median	5.0	5.0	5.0
	BLANK Mode	5.0	5.0	5.0
	BLANK Min	4.0	4.0	4.0
	BLANK Max	5.0	5.0	5.0
636	Total Count	595	594	591
	Total Average	4.8	4.9	4.9
	Total Median	5.0	5.0	5.0
	Total Mode	5.0	5.0	5.0
	Total Min	1.0	1.0	2.0
	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: 1/1/2004 through 12/31/2004

		4. Worked Well	5. Needs Change/ Improvement
a.)	manner of neutral arbitrator's appointment	461	10
b.)	early management conference	467	11
c.)	availability of expedited procedures	139	4
d.)	award within 10 days of hearing	109	18
e.)	claimant's ability to have respondent pay cost of neutral arbitrator	282	30
f.)	the system's rules overall	420	9
g.)	hearing within 18 months	216	14
h.)	availability of complex/extraordinary procedures	58	9
Other)		4	16
COMMENTS:			
	Positive	8	6
	Negative	5	4
	Both	1	3

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:
1/1/2004 through 12/31/2004

<u>Role</u>	<u>CntO6a is Yes</u>	<u>Cnt Better</u>	<u>Cnt Worse</u>	<u>Cnt Same</u>	<u>Cnt BLANK</u>
	42	14	0	17	12
<i>6b BLANK</i>	1	0	0	1	0
<i>Attorney</i>	82	39	1	30	12
<i>Judge</i>	264	77	3	161	25
<i>Mediator</i>	6	6	0	0	0
<i>Neutral Arbitrator</i>	37	18	0	16	3
<i>Party Arbitrator</i>	1	0	0	1	0
TOTALS	433	154	4	226	52

NA Questionnaire / Count by Disposition - Total Responses

Disposition	Count
Decided After Hearing	545
Decided After MSJ	369
Dismissed by NA	81
Settled	1052
Withdrawn	362
Unidentified	39
No Questions Answered	170
Total Returned	2618
Total Mailed	2914

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

Count	Disposition	Procedures Worked Well	Would Participate Again	OIA Accommodated Questions/Concerns
		Q1	Q2	Q3
550	Decided After Hearing Count	542	541	532
	Decided After Hearing Average	4.7	4.9	4.9
	Decided After Hearing Median	5.0	5.0	5.0
	Decided After Hearing Mode	5.0	5.0	5.0
	Decided After Hearing Min	1.0	1.0	3.0
	Decided After Hearing Max	5.0	5.0	5.0
374	Decided After MSJ Count	364	365	356
	Decided After MSJ Average	4.7	4.9	4.9
	Decided After MSJ Median	5.0	5.0	5.0
	Decided After MSJ Mode	5.0	5.0	5.0
	Decided After MSJ Min	1.0	1.0	1.0
	Decided After MSJ Max	5.0	5.0	5.0
86	Dismissed by NA Count	80	79	80
	Dismissed by NA Average	4.8	4.8	5.0
	Dismissed by NA Median	5.0	5.0	5.0
	Dismissed by NA Mode	5.0	5.0	5.0
	Dismissed by NA Min	3.0	1.0	4.0
	Dismissed by NA Max	5.0	5.0	5.0
1129	Settled Count	1032	1027	1007
	Settled Average	4.8	4.9	4.9
	Settled Median	5.0	5.0	5.0
	Settled Mode	5.0	5.0	5.0
	Settled Min	1.0	1.0	1.0
	Settled Max	5.0	5.0	5.0
411	Withdrawn Count	344	345	338
	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	1.0	1.0	2.0
	Withdrawn Max	5.0	5.0	5.0
68	BLANK Count	35	35	35
	BLANK Average	4.7	4.9	4.8
	BLANK Median	5.0	5.0	5.0
	BLANK Mode	5.0	5.0	5.0
	BLANK Min	3.0	4.0	4.0
	BLANK Max	5.0	5.0	5.0
2618	Total Count	2397	2392	2348
	Total Average	4.7	4.9	4.9
	Total Median	5.0	5.0	5.0
	Total Mode	5.0	5.0	5.0
	Total Min	1.0	1.0	1.0
	Total Max	5.0	5.0	5.0

NA Questionnaire / Count of Questions 4-5

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: 1/1/2000 through 12/31/2004

	4. Worked Well	5. Needs Change/ Improvement
a.) manner of neutral arbitrator's appointment	1820	41
b.) early management conference	1879	45
c.) availability of expedited procedures	616	16
d.) award within 10 days of hearing	497	126
e.) claimant's ability to have respondent pay cost of neutral arbitrator	950	80
f.) the system's rules overall	1547	46
g.) hearing within 18 months	837	56
h.) availability of complex/extraordinary procedures	191	23
Other)	15	52
COMMENTS:		
Positive	94	69
Negative	42	118
Both	20	28

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:
1/1/2000 through 12/31/2004

<u>Role</u>	<u>CntO6a is Yes</u>	<u>Cnt Better</u>	<u>Cnt Worse</u>	<u>Cnt Same</u>	<u>Cnt BLANK</u>
	111	30	3	46	36
<i>6b BLANK</i>	33	15	1	14	3
<i>Attorney</i>	314	142	13	126	33
<i>Judge</i>	1028	316	12	592	111
<i>Mediator</i>	32	14	1	14	3
<i>Neutral Arbitrator</i>	153	62	1	81	9
<i>Party Arbitrator</i>	6	2	0	4	0
<i>Referee</i>	1	0	0	1	0
TOTALS	1678	581	31	878	195

EXHIBIT L

Revised Arbitration Management Conference Form

Arbitration Management Conference

Instructions: The Neutral Arbitrator must complete this form and return it to the Independent Administrator within five days of the Arbitration Management Conference. The Neutral Arbitrator must simultaneously serve a copy of this form on the Claimant(s) and Respondent(s). See Rule 25. If you have any questions, please call the OIA at (213) 637-9847.

Arbitration Name:

Arbitration Number:

Date Independent Administrator Begins Process

Deadline for Arbitration Management Conference

Deadline for Mandatory Settlement Meeting

Date Independent Administrator must receive Arbitration Award (if case is not Complex, Extraordinary or Expedited)

Date of Arbitration Management Conference

Deadline for hearing substantive motions

Date for Mandatory Settlement Meeting

Date(s) Arbitration Hearing will occur

Party Arbitrators:

_____ Because the claim for damages is \$200,000 or less, there will not be Party Arbitrators. (If Claimant(s) would like Respondent(s) to pay all of the Neutral Arbitrator's fees, they must sign the Waiver of Objection to Payment of Fees Form.)

_____ The claim for damages is more than \$200,000, and the Parties have waived or will waive Party Arbitrators and sign the Waiver of Party Arbitrator Forms. (If Claimant(s) would like Respondent(s) to pay all of the Neutral Arbitrator's fees, they must also sign the Waiver of Objection to Payment of Fees Form.)

_____ The claim for damages is more than \$200,000, and the parties will have party arbitrators.

Any further notes and deadlines:

Signature of Neutral Arbitrator

Date

EXHIBIT M

Kaiser Arbitration Oversight Board Comments on the Sixth Annual Report

Kaiser Arbitration Oversight Board

COMMENTS ON THE SIXTH ANNUAL REPORT

Board Review of the Annual Report

Members of the Arbitration Oversight Board received for review in February 2005 a draft copy of the Sixth Annual Report of the Office of the Independent Administrator. Consideration of the report was the main agenda item of the Board's meeting in March 2005. The following comments reflect the Board's observations about the report and the year's accomplishments.

The Sixth Annual Report gives an objective accounting of the administration of the Kaiser arbitration system during the 2004 calendar year. The data presented are consistent with staff reports throughout the year at the Board's quarterly meetings. Board members identified a number of points in the text and Report Summary which they thought could be stated with greater clarity. Suggested changes were essentially editorial in nature. Overall, it was the Board's impression that the Annual Report gives an excellent presentation of the "facts and figures" pertinent to the arbitration system.

The *Report Summary* at the beginning of the document is a helpful synopsis giving the highlights and key findings of the information detailed in the text of the report. *Exhibits* supplement the main text with useful reference material. In particular, Appendix I presents a tabulation of key metrics, year-by-year, by which one can assess performance of the arbitration system over the course of its six year history. Taken as a whole, the Annual Report affords the Board, interested parties and the public-at-large a comprehensive picture of the operation of the Kaiser arbitration system.

The process of reviewing the Annual Report permits the Board to appreciate the events and accomplishments of the past year and previous years in perspective — and to take stock of its own oversight functions. Discussion of the report opens all aspects of the arbitration system to critical examination and consideration of what works well

and what might be refined or improved. Taken as a whole, the review reaffirmed the Board's belief that the arbitration system was being administered with high competence and with steadfast commitment to assurance of fairness.

Performance Audit of the OIA

The Blue Ribbon Panel, whose recommendations have guided the Kaiser arbitration system, advised that "no less than every five years an independent audit of the Independent Administrator should be undertaken." During the past year, the firm of Clare Clayman Storey and Bowen, Certified Public Accountants, was selected by the Board to conduct such an audit. The audit, or more accurately, the *Independent Report on Applying Agreed-upon Procedures*, evaluated (1) the accuracy of data reported by the OIA (in its fifth annual report), and (2) the OIA's adherence to the Rules for Kaiser Permanente member arbitrations. In addition, the firm examined the OIA's data processing systems and controls.

The audit attested to the high accuracy of the data and statistics provided by the OIA in the Annual Report; no errors or incorrect data were found. It attested, as well, to excellent compliance with the Rules in administration of the arbitration system. The audit report contained important recommendations for upgrading the management software currently in use to reduce the need of manual procedures for data analyses and to enhance reporting capability.

The Board was pleased with the results of the independent evaluation of performance – a great credit to the OIA. The Board will explore, together with the OIA and expert consultants, options for upgrading the OIA computer systems software, along the lines of the audit recommendation and will follow up on all other recommendations. The Board also decided that a similar performance audit should be conducted on a regular *annual* basis.

Timelines of the Arbitration System

The OIA is expected to handle cases expeditiously. Many of the Blue Ribbon Panel recommendations related to this objective. How well the arbitration system is working – in terms of timeliness – is therefore reviewed at each Board Meeting. The OIA maintains meticulous records enabling one to determine whether expected deadlines and time frames are being met. Although timelines have lengthened somewhat over the past several years, taking into account increases in allowed postponements

and arbitrator disqualifications, the arbitration system continues to operate in an appropriately timely manner. The pertinent metrics are detailed in the Annual Report.

Rule Changes

The Rules for the arbitration system have served well over the years and have required relatively few changes. Amendments were necessary in 2002 to embrace new statutory requirement and Judicial Council ethics standards pertaining to arbitrator disclosures.

During the past year, it was brought to the attention of the Board that the State's Department of Managed Care had expressed concern that, in some instances, Kaiser arbitration decisions did not adequately state the *reasons* for the decision. Responsive to the Department's concern, the Oversight Board carefully reviewed the matter and then decided to amend its Rule 38 to state more explicitly the requirement of reasons for an arbitration decision. The new language adopted by the Board said: "In setting forth the reasons, the Award or any decisions 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 OIA notified all the arbitrators in its pool of the Managed Care Department's concerns. It is the Board's expectation that arbitrators will be guided by the Amended Rule 38 and the issue thus satisfactorily resolved. The OIA will keep the Board informed in the matter.

Noteworthy Year-to-Year Comparisons

Standardized record keeping in the OIA's annual reports permits year-to-year comparisons as the independently administered arbitration system gains in continued experience.

The Board took note of the fall in demands for arbitration in 2004 compared to previous years. One can only speculate about possible explanations: A statistical variation that may not persist? Better handling of disputes at earlier stages, before arbitration? Improvements in care in clinical situations that give rise to claims? It will be of interest to see if the decrease in number of demands continues.

The Board also took note of the significant proportion of claims that wind up "withdrawn." Relatively little is known about this group of claim. An effort will be

made in the current year to learn more about the withdrawn claims and to understand better their relevance to administration of the arbitration system.

The percentage of claimants without attorneys has declined each year and in 2004 was 17%. The reason for this is unknown. Conceivably, it may reflect continuing improvement in mechanisms for pre-arbitration dispute resolution, such as the Ombuds program. On the other hand, it may reflect increased awareness of difficulties in navigating the arbitration system without the assistance of an attorney.

Neutral Arbitrators

A fair and effective arbitration system requires the availability of well-qualified and fair-minded arbitrators and a process for arbitrator selection that is perceived by the parties to be equitable and free of potential bias. For this reason, maintaining an adequate pool of qualified arbitrators and conducting a fair selection process are major responsibilities of the Office of the Independent Administrator and matters for continuous surveillance by the Oversight Board.

The pertinent data and analyses in the Annual Report present a favorable picture in this regard. The arbitration system has a good-sized pool of well-qualified neutral arbitrators and the arbitration work is rather evenly divided among them. None, therefore, is dependent on Kaiser arbitrations for their livelihood, with inherent potential for bias. Moreover, an interesting analysis by the Independent Administrator showed that Kaiser continued to call on arbitrators despite their having made large awards to plaintiffs. The randomized list/strike and rank method of arbitrator selection administered by the OIA was used in the great majority of cases (73%). And even when arbitrator were jointly selected, the great majority (74%) came from the OIA pool. These facts point to a high degree of acceptance and comfort with the OIA's arbitrator pool.

As has been pointed out in the past, there is no simple formula to determine the optimal size of the pool of arbitrators needed. It must be sufficiently large to allow a broad opportunity for selection, so as to avoid the potential bias of "repeat business." But it should not be so large that arbitrators are so infrequently called that they lose interest and drop out. Trial and error has thus far suggested an overall pool of at least 300 with appropriate geographical balance. The OIA has placed advertisements and successfully recruited new arbitrators, as necessary, to maintain the size of the pool. At the urging of the Board, the advertisements reach out to professional associations

of women and minority attorneys in continual effort to broaden the gender and ethnic composition of the arbitrator pool.

The Board notes with satisfaction that evaluations of neutral arbitrators, obtained from both parties at the end of cases, continue to be very positive. Furthermore, neutral arbitrators rate the OIA highly in their anonymous evaluations.

Relationships to Other Kaiser Programs

While the Board's oversight responsibilities relate to the administration of the Kaiser arbitration system, it has always considered it helpful to see its work in the broader context of Kaiser's health care endeavors and quality assurance efforts. The Board has had particular interest in Kaiser's "pre-arbitration" mechanisms for dispute resolution — activities closer to the actual settings of patient care that might encourage constructive communications between health plan member and staff when concerns arise.

The Board's premise has been that efforts to achieve dispute resolution at these earlier stages — before need of arbitration — were to be encouraged. The Blue Ribbon Panel had recommended development of an Ombuds program in the Kaiser system and consideration of mediation approaches.

Owing, at least in part, to the Blue Ribbon Panel recommendation and Board discussions, Kaiser inaugurated an Ombuds program on a pilot basis two years or so ago. The program was so highly successful that it has since been put in place at all of Kaiser's California hospitals. The Ombuds program uses mediation approaches in resolving disputes arising in patient care. The Board will be reviewing reports of the Ombuds program and its uses of mediation, in relation to its arbitration oversight functions.

Concluding Comments

The Blue Ribbon Panel Report of 1998 brought about a transformation of the Kaiser arbitration system to the independently administered system we now know today. The Blue Ribbon Report was a remarkably thoughtful document, and has proved exceptionally durable. The Report continues to serve as a guide to the Office of the Independent Administrator and to the Oversight Board.

In Exhibit B, the Sixth Annual Report recapitulates the original Blue Ribbon recommendations and indicates how well they have been met. At this juncture, essentially all of the recommendations have been implemented. The Kaiser arbitration system is independently administered, with a public-interest oversight Board. The OIA and the Board are charged with the mission “to ensure that the Kaiser Permanente arbitration process is fair, speedy, cost-effective and protects the privacy interests of the parties.” They strive to serve the mission faithfully.

The Sixth Annual Report provides a thorough accounting of the administration of the Kaiser arbitration system in 2004. Taken together with the previous annual reports, it makes available a transparent view of the development of the new, independently administered system over the course of its six year history.

The Board commends the Independent Administrator and her staff for the excellent report.

EXHIBIT N

Kaiser Permanente's Healthcare Ombudsman/Mediator Program



Kaiser Permanente's Healthcare
Ombudsman/Mediator Program

*Advocating for a Fair Process
for All Parties*

KAISER PERMANENTE  thrive

A Resource

In a time of need

Health care is a deeply personal experience, and at times members may have concerns about the quality of their medical care.

At such times, Kaiser Permanente members have the opportunity to privately discuss their concerns with an individual called a Healthcare Ombudsman/Mediator. The Healthcare Ombudsman/Mediator can help to surface and fairly resolve health care issues, disputes and conflicts by acting as a neutral, independent and confidential resource for patients, families and providers.

The Healthcare Ombudsman/Mediator assists all parties by helping them work together to address their needs and interests. This may include exchanging information, acknowledging hardship, and bringing issues forward to help minimize the chance of similar occurrences in the future.

When Can a Healthcare Ombudsman/Mediator Help?

Examples of concerns that a Healthcare Ombudsman/Mediator might address are:

- Dissatisfaction with quality of care
- Experiencing a medical error or unanticipated outcome
- Lack of needed or desired information
- Miscommunication between patients and providers involving a quality of care issue or unexpected outcome

How Can a Healthcare Ombudsman/Mediator Help?

A Healthcare Ombudsman/Mediator addresses concerns by:

- Informally collecting and reviewing facts to share among parties
- Helping individuals recognize and express their feelings
- Helping all parties understand different points of view
- Working together with all involved to mutually identify concerns and solutions
- Ensuring that everyone understands their options
- Ensuring that the needs of all involved are met with compassion and respect
- Providing a neutral forum for members, families and providers to discuss concerns, obtain answers, and seek closure

Four Principles

Four principles serve as the foundation for the Healthcare Ombudsman/Mediator's approach toward resolving disputes:

Independence – The Healthcare Ombudsman/Mediator, an employee of Kaiser Permanente, reports only to the top leadership of the medical center.

Neutrality – The Healthcare Ombudsman/Mediator does not take sides. He or she strives to provide a fair process to help achieve the best outcome for everyone involved.



Confidentiality – The Healthcare Ombudsman/Mediator offers confidentiality in all of their dealings.

Informality – Speaking with a Healthcare Ombudsman/Mediator is an informal process, and is one of several approaches available to members seeking to resolve a dispute.



Contact the Healthcare Ombudsman/Mediator if you have a concern that you would like to discuss privately and confidentially.

For more information or to schedule an appointment, contact:



HEALTHCARE OMBUDSMAN/MEDIATORS

- In all situations, Healthcare Ombudsman/Mediators do their best to provide members accurate information as soon as it becomes available. Information can take time to gather, however, and can change as we learn more about a particular situation.
- If you are a member of the Kaiser Permanente Health Plan, you always have the right to file a complaint with the Member Services Department. The Healthcare Ombudsman/Mediator can assist you in connecting with that department. You can continue to work with the Healthcare Ombudsman/Mediator even if you file a formal complaint.
- Our Healthcare Ombudsman/Mediators are trained professionals who can help you through many different types of situations. However, you always have the right to speak with a legal representative. Since Healthcare Ombudsman/Mediators are neutral parties, they cannot accept notice from an outside attorney on behalf of Kaiser Permanente, but can assist you in connecting to someone who can.