

EXHIBIT A

Firm Profile and Description of OIA Staff

EXHIBIT A

Firm Profile and OIA Staff Descriptions

I. Firm Profile

The Law Offices of Sharon Lybeck Hartmann is a boutique firm specializing in monitoring consent decrees and in alternative dispute resolution, primarily in the field of civil rights. The firm's expertise results from assisting large, complex organizations at junctures where they seek substantial and lasting change. Sharon Lybeck Hartmann is now the appointed Monitor in a state matter involving the California Department of Corporations in the area of legal compliance in franchise sales. In 1998, the firm was selected by the City of Los Angeles to review, evaluate and report upon the city's compliance with a settlement entered in an employment discrimination case. Between 1994 and 1999, Ms. Hartmann was the national Civil Rights Monitor for the consent decrees that settled the class action litigation against Denny's restaurants. The firm's outstanding work monitoring the Denny's cases was recognized in a commendation from U.S. Attorney General Janet Reno.

The firm's work has also included the following activities. It decided over 5,000 claims appealed by individuals denied membership in a national class action based on race and color discrimination for which it was commended by the presiding federal district court. It has conducted neutral, confidential investigations for racial discrimination in public accommodations across the United States. It has created, designed and conducted national and statewide anti-discrimination training. It has designed and conducted state-wide training geared toward eliminating fraudulent practices in consumer contracts. It has published confidential reports describing its activities and the progress made toward the goals of each project in which it has participated. The firm is highly computer-literate, and has a great deal of expertise formulating rules and processes where none existed, monitoring timely compliance with those rules, and ensuring compliance where problems have occurred in the past.

For the past three years, the firm has brought its expertise to bear on operating the Kaiser Mandatory Arbitration System for disputes with its members.

II. Staff of the Office of the Independent Administrator

Sharon Lybeck Hartmann, Esq., Independent Administrator. Ms. Hartmann is the principal and sole owner of the Law Offices of Sharon Lybeck Hartmann. She is a second-career lawyer who first spent twelve years as a high school English teacher, two of them in Tanzania, East Africa, with a Peace Corps predecessor program. In 1979, she graduated from Boalt Hall Law School, at the University of California, Berkeley, where she served as Editor-in-Chief of the *Industrial Relations Law Journal*. She served as a federal law clerk both at the district court level and on the 9th Circuit. Ms. Hartmann has over twenty years' experience in the areas of civil rights monitoring of consent decrees, civil rights litigation and civil litigation. She is a past recipient of the Maynard Toll Pro Bono Award of the Legal Aid Foundation of Los Angeles for the work co-directing the litigation in *Paris v. Board of Supervisors*, a *pro bono* case brought to improve conditions in emergency shelter for the homeless in Los Angeles County. She has

taught at Boalt Hall and at the UCLA and Loyola Law Schools. Ms. Hartmann supervised the creation of the OIA system and supervises the overall operation of the OIA.

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 has been an attorney with the Hartmann firm since 1995. She served as a volunteer attorney at the Domestic Violence Prevention Clinic from 1998 to 2000. As Director of the OIA, Ms. Bell 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 process of their cases, compiles and analyzes statistical data, answers substantive questions from and concerns of claimants and attorneys, and supervises the day to day operation of the OIA and its staff. 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 received a Masters in Urban Planning from 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 has been an attorney with the Hartmann firm since 1996. 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 process of their cases, and answers substantive questions from and concerns of claimants and attorneys. She assists Ms. Bell in supervision of the OIA and its staff.

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 has worked at the Hartmann firm since 1994. She is the Computer Network Administrator and is responsible for all parts of the computer network. She designed, set up, and maintains the OIA's extensive computer databases. She generates the statistical reports upon which these annual reports are based.

Vivian Arroyo, Administrative Staff. Ms. Arroyo has worked as an administrator at the Hartmann firm since 1997. Prior to joining the firm, 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 it can be tracked through our computer database, sending form letters reminding parties and neutrals of deadlines, and maintaining case files. She is fluent in Spanish.

Kelly Besser, Administrative Staff. Ms. Besser is a graduate of UCLA's Communications Studies Department, where she also served as Editor-in-Chief of the campus women's newsmagazine. Ms. Besser did graduate work at New York University's Tisch School of the Arts. She has experience as a legal intake investigator, as an independent music publicist, and as an editorial assistant. She founded and operated a performance art space in Brooklyn, New York. Ms. Besser has worked at the Hartmann firm since 1994. At the OIA, Ms. Besser reviews arbitrator applications against the published standards, maintains the neutral arbitrator files, and generates and sends out Lists of Possible Arbitrators to the parties along with their supporting materials.

Mary Destouet, Administrative Staff. Ms. Destouet was on disability leave from May through December of 2001.

Griselda Luna, Administrative Staff. Ms. Luna has worked at the Hartmann firm since 1996. She is a graduate of Watterson College, where she studied Business Administration. At the OIA, Ms. Luna is responsible for answering incoming telephone calls and responding to questions from lawyers, members and the public. She also does data input, and miscellaneous projects. Ms. Luna is fluent in Spanish.

Lynda Tutt, Legal Assistant. A native of Philadelphia, Pennsylvania, Ms. Tutt completed course work at Temple University. She has many years' experience as a Legal Assistant, and has worked for the Hartmann firm since 1995. Ms. Tutt is a licensed notary and is a member of the Legal Secretaries Association, Beverly Hills/Century City Chapter. She is responsible for creating case files, maintaining information in the OIA's computer database, sending letters to neutral arbitrators confirming their selection, and sending letters regarding payment of filing fees.

Sharon Oxborough, Esq., Of Counsel. 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 experience in general civil litigation, appeals, and alternative dispute resolution. She has been associated with the Hartmann firm since 1994. Ms. Oxborough drafted and negotiated the original *Rules* and forms used by the OIA and consults about issues that arise. During 2001, she stepped in when Ms. Bell was on maternity leave, drafted amendments to the *Rules*, and discussed these amendments with the AOB.

EXHIBIT B

Blue Ribbon Panel Report
Recommendations and Report on Achievement

EXHIBIT B

Status Report on Blue Ribbon Panel Recommendations

This appendix sets out in bold type each of the recommendations made by the Blue Ribbon Advisory 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 Office of the Independent Administrator (“OIA”) on December 31, 2001.

A. Independent Administration

- 1. 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. Kaiser has informed the OIA that as of December 31, 2000, all member service agreements had been amended to require use of the OIA. During 2001, 724 of the cases Kaiser sent to the OIA were mandatory and 306 were opt in. Of the 766 open cases as of December 31, 2001, 551 (72%) are mandatory. However, since malpractice claims arise at the date of discovery rather than the date of the incident, some claims will still arise under earlier contracts where use of the OIA is not required. We expect this to be so for several years. The OIA is funded by Kaiser and 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. The *Rules for Kaiser Permanente Member Arbitrations Overseen by the Office of the Independent Administrator* (“Rules”) set out a fair, speedy, cost-effective process. The system’s goals are set out in Rule 1, and mirror this recommendation. Rule 3 provides that the arbitrator and the Independent Administrator shall not divulge information disclosed to them in the course of an arbitration. The goals are also set out in the contract between Kaiser and the Law Offices of Sharon Lybeck Hartmann. The contract contains specific provisions related to confidentiality. The entire contract between the Independent Administrator and Kaiser is available to anyone who requests it from the OIA. Many copies of the contract have been distributed.

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

Status: Completed. The Law Offices of Sharon Lybeck Hartmann is not a provider of neutral arbitrators or mediators.

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 and worked closely with Kaiser and the OIA in creating the new system. On April 13, 2001, Kaiser announced a new oversight board. The Arbitration Oversight Board ("AOB") replaced the AAC. The AOB reviewed this report. Section V., at pages 40-41, further describes the role of the AOB and its members.

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 a completed fee waiver application. The *Rules* set out events and deadlines that parties must meet enroute to a matter's completion. This helps ensure that target completion dates will be met. The *Rules* also contain provisions for cases that must be completed in more or less time than eighteen months.

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. As described in section IV.F, at pages 24-25, 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 2 (c)(ii) requires that arbitration hearings be scheduled for consecutive days if more than one day is necessary. Of the 228 cases that have had hearings since the OIA began its work, 206 had continuous hearings. That's 90%. Sixteen (16) of the remaining 22 cases were completed within approximately 2 weeks. The remaining 6 were completed between 33 and 137 days later. In the case that took 137 days, the neutral arbitrator was hospitalized.

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. As described in section IV.J.1, at page 33, there have been a total of 22 expedited cases in the OIA system since it began. Twenty are now closed. All have finished within their allotted time periods. We handled one from beginning to end in 20 days. Two remain open and appear to be on track for timely completion.

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*, and a detailed letter to all claimants and/or 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 through the OIA's website at www.slhartmann.com/oia. Kaiser members may also obtain much of this information from the Kaiser Permanente Member Service Customer Center. The OIA has done outreach to the plaintiff's bar and the media regarding its goals and procedures. Published accounts have appeared as a consequence of these efforts. OIA staff have also appeared and spoken at such organizations as the National Health Policy

Forum in order to describe the system. Copies of the annual report are also available to anyone who asks and are available on the OIA website.

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 306 members, made up of 117 in Northern California, 169 in Southern California and 40 in San Diego. Twenty are in two pools. The OIA has continued to recruit arbitrators through advertising and targeted mailing, to accept applications from interested parties, and to admit those qualified to the panel. Thirty-three percent, or 102 members, of the total panel are retired judges.

- 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 discussion with the Advisory Committee and Kaiser Permanente.**

Status: Completed. In a series of meetings held in November and December 1998, and January 1999, the OIA, the AAC, and Kaiser jointly agreed upon the qualifications for neutral arbitrators. The OIA advertised them widely. The OIA has communicated extensively with JAMS, Alternative Resolution Centers, Action Dispute Resolution Services, Judicate West, and Resolution Remedies. We have neutral arbitrators from all of these organizations on our panel as well as individuals, some of whom belong to AAA.

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

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.

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 10 business days of receipt. Kaiser and the AAC enlarged this number in our original discussions of the *Rules*. As stated in section III.A, page 12, of the third annual report, Kaiser has on average, forwarded new demands to the OIA in eight days. The mode is zero. The median is 4 days, and the range is from 0 to 330 days.

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

Status: Completed. As reported in section IV.A.1, page 17, of the third annual report, in the majority of cases administered by the OIA, the average time to the naming of a neutral arbitrator is 24 days. This figure excludes cases where parties have obtained postponements or have disqualified one or more neutral arbitrators.¹

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 OIA’s 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 provided by the OIA. The parties notify the OIA of their joint selection instead of returning their lists with strikes and ranks. As reported in section IV.E, page 24, of the third annual report, in 1,260 out of 1,851 cases, or about 68% of the cases where parties have selected neutral arbitrators, the parties used the list provided by the OIA. In 588 cases, or 32%, the parties jointly selected a neutral arbitrator instead of returning the list provided by the OIA. In the 588 cases where parties have jointly selected a neutral arbitrator, 428 of them have selected an arbitrator who is on the OIA’s panel.

15. If no arbitrator is selected within that period (see Recommendation 14), 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 twenty days to either jointly select a neutral arbitrator or return a strike and rank list provided by the OIA.

¹ The Blue Ribbon Panel also recommended including the ability to obtain postponements in the system’s rules. See Recommendation 17. The disqualification procedure is statutory. See California Code of Civil Procedure §1281.9.

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

Status: Completed. The OIA creates lists of possible arbitrators by randomly selecting names from its computer database. The OIA uses a computer lottery program to make random selections. As reported in section II.B.6, page 9, of the third annual report, all of the members of our pool have been named on our lists of possible arbitrators and 79%, (241 out of 306), have been selected to serve as neutral arbitrators on Kaiser arbitrations. The number of neutrals actually selected has risen 17% since our second report. The average number of selections to serve per neutral is five. The median is two and mode is zero.

- 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 that created the *Rules*, the AAC 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. As described in section IV.J.4, at pages 34-35, the OIA and the neutral arbitrators have granted 54 Rule 28 continuances that extended the deadline past 18 months and 35 other continuances that did not affect the 18 month deadline.

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 call an arbitration management conference within 45 days of appointment. 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 IV.F, pages 24-25, 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. Four hundred sixty six (466), or 74%, of the 632 open cases which have neutral arbitrators appointed, have held the arbitration management conference. Others, for the most part, are in the very early stages of a case and have not yet reached the arbitration management conference deadline.

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 showing arbitrators on the OIA's panel is available from the OIA and is posted on the OIA's website at www.slhartmann.com/oia. The OIA maintains a file for each arbitrator. The files contain copies of the arbitrators' lengthy applications, and may contain redacted decisions that the OIA has received under Rule 39(c), evaluations by parties, and other documents such as biographies and resumes. The application includes a question in which arbitrators must set forth any previous involvement in a Kaiser matter within the last five years. As described in section II.B.3, page 6, in 2001, the OIA required its panelists to update the information they provided on their applications. When the OIA issues a list of possible arbitrators to parties, each side receives a copy of the files for the twelve randomly selected arbitrators on the list. Any neutral arbitrator selected by the parties must also make extensive disclosures as required by law. See Rule 20.

- 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. Copies of each arbitrator's file are sent to the parties when an arbitrator's name appears on a list issued by the OIA. To avoid the appearance of altering or shaping information about an arbitrator, the OIA sends copies of 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 and the OIA in all cases in which an arbitration hearing has occurred.

- 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: Completed. The OIA keeps copies of written arbitration decisions in each case file. Under Rule 39(c), Kaiser is required to provide the OIA with a redacted version of each decision. The OIA places a copy of redacted decisions in neutral arbitrators' files. Copies of redacted decisions are part of the information that is sent to parties or their counsel whenever the name of a neutral arbitrator who has rendered a decision appears on a list of possible arbitrators.

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 decisions. Redacted decisions become part of the OIA file for the neutral arbitrator who issued the decision. Except for including the names of the attorneys involved, the redacted decisions are the same as those Kaiser prepares 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 within 6 months of the neutral arbitrator being appointed. The OIA tracks the scheduling and the holding of this settlement meeting. See section IV.F.3, page 25, of the annual report.

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. No such program is planned. Kaiser believes that its other internal dispute resolution mechanisms, its voluntary external review, and the statutory changes requiring DMHC intervention in benefits and coverage disputes have met the spirit of this recommendation and that it has significantly reduced its number of open claims by utilizing its present devices. It does not believe that a mediation program is needed now and does not plan to start one.

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. In at least 43% of the cases the OIA is administering (891 of 2,017 cases), claimants have elected to shift the responsibility for paying the neutral arbitrator's fees and expenses to Kaiser. This is about the same as the second annual report. See section IV.K, pages 36-37, of the annual report.

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 third annual report. Hard copies of the annual report are available without cost from Kaiser and from the OIA. The report can also be read or downloaded from the OIA's website at www.slhartmann.com/oia. We have left the two prior reports posted and simply added the third one.

- 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: Not completed. The OIA has only been in existence for three years. However, the contract between Kaiser and the Law Offices of Sharon Lybeck Hartmann provides that the Law Offices will make the OIA available for independent audits not to exceed one per calendar year.

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

- 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: Ongoing. 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, the system is standardized across the state. The OIA treats each demand for arbitration received from Kaiser in the same fashion, sending a written description of its system and a copy of the *Rules* to all claimants who file demands. 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. At this point 91.5% of all cases in this system are medical malpractice. In the OIA's first 33 months of operation, benefits and coverage cases constituted less than 2 percent of the entire case load (32 cases). Two of them have requested expedited status. Kaiser, the AOB and the OIA will continue to watch to see whether benefits and coverage cases and types of cases other than medical malpractice need different arbitration procedures from those now provided. Kaiser has forwarded claims of the following types to the OIA: medical malpractice, premises liability, other tort, benefits, and unknown because the demand did not contain this information. No one has yet suggested developing different procedures for cases other than medical malpractice.

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: Unknown. The OIA is not aware of a published implementation schedule for the Blue Ribbon Panel's recommendations. However, as noted above, 27 out of 36 recommendations have been completed, with another four well on the way to completion. Two recommendations, mediation and the audit of the OIA, have not been done, and we have no information on recommendations 30, 31 and 36 since they do not involve us. However, the AOB may have such information.

EXHIBIT C

Rules for Kaiser Permanente Member Arbitrations

EXHIBIT C

**RULES FOR KAISER PERMANENTE MEMBER
ARBITRATIONS**

OVERSEEN BY

THE OFFICE OF THE INDEPENDENT ADMINISTRATOR

March 2002

TABLE OF CONTENTS

A. GENERAL RULES1

1. Goal1

2. Administration of Arbitration1

3. Confidentiality.....1

4. Code of Ethics.....1

5. Meaning of Arbitrator1

6. Authority of Arbitrators.....1

7. Contents of the Demand for Arbitration2

8. Serving Demand for Arbitration2

9. Serving Other Documents3

10. Representation.....3

B. RULES ON COMMENCEMENT OF ARBITRATION AND SELECTION OF ARBITRATORS3

11. Initiation of Arbitration3

12. Filing Fee4

13. Waiver of Fees4

14. Number of Arbitrators4

15. Payment of Neutral Arbitrator Fees and Expenses5

16. List of Possible Arbitrators6

17. Joint Selection of the Neutral Arbitrator.....6

18. Selection of the Neutral Arbitrator When the Parties Do Not Agree7

19.	Acceptance by the Neutral Arbitrator	9
20.	Disclosure and Challenge	9
21.	Postponement of Selection of Neutral Arbitrator	9
22.	Selection of the Party Arbitrator	9
23.	Appointment of Chairperson	10
C.	RULES FOR REGULAR PROCEDURES	10
24.	Deadline for Disposing of Arbitrations	10
25.	Arbitration Management Conference	11
26.	Mandatory Settlement Meeting	12
27.	Discovery	13
28.	Postponements	13
29.	Failure to Appear	14
30.	Securing Witnesses for the Arbitration Hearing	14
31.	Close of Hearing or Proceeding	14
32.	Documents	14
D.	RULES FOR EXPEDITED PROCEDURES	15
33.	Expedited Procedures	15
34.	Seeking Expedited Procedures from the Independent Administrator	15
35.	Seeking Expedited Procedures from the Neutral Arbitrator	16
36.	Telephonic Notice	16
E.	RULES ON AWARD AND ENFORCEMENT	16
37.	Time of Award	16
38.	Form of Award	17

39.	Delivery of the Award.....	17
40.	Notice after Settlement	17
41.	Sanctions	17
42.	Release of Documents for Judicial Proceedings.....	18
F.	RULES OF ADMINISTRATION	18
43.	Counting of Days.....	18
44.	No Limit on Immunity.....	18
45.	Neutral Arbitrator Fees.....	18
46.	Expenses.....	18
47.	Forms	18
48.	Questionnaire	19
49.	Evaluation.....	19
50.	Amendment of Rules.....	19
51.	Conflict with Law.....	19
52.	Acknowledgment of No Warranty	19
53.	Public Reporting	20

A. GENERAL RULES

1. Goal

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

2. Administration of Arbitration

The arbitrations conducted under these Rules shall be administered by the Office of the Independent Administrator.

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, or statistical information used in its annual reports.

4. Code of Ethics

Arbitrators shall comply with the AAA Code of Ethics for Arbitrators in Commercial Disputes.

5. Meaning of Arbitrator

The term “Arbitrator” in these Rules refers to the arbitration panel, whether composed of one or more Arbitrators or whether the Arbitrators are Neutral or Party. The term “Party Arbitrator” means an Arbitrator selected by one of the sides to the arbitration. The term “Neutral Arbitrator” means any Arbitrator other than a “Party Arbitrator.”

6. Authority of Arbitrators

Once appointed, the Neutral Arbitrator will resolve disputes about the interpretation and applicability of these Rules, including disputes relating to the duties of the Arbitrator and the conduct of the Arbitration Hearing. In cases involving more than one Arbitrator, however, issues that are dispositive with respect to a claim, including summary judgment motions, will be ruled on by all three Arbitrators and decided by a majority of them. Upon commencement of the Arbitration Hearing and thereafter, all substantive decisions shall be made by a majority of the full panel or as otherwise agreed by them.

7. Contents of the Demand for Arbitration

The Demand for Arbitration shall include the basis of the claim against the Respondent(s); the amount of damages the Claimant(s) seeks in the Arbitration; the name, address and telephone number of the Claimant(s) and their attorney, if any; and the name of all Respondent(s). Claimant(s) shall include all claims against Respondent(s) that are based on the same incident, transaction, or related circumstances in the Demand for Arbitration.

8. Serving Demand for Arbitration

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

Kaiser Foundation Health Plan, Inc.
Legal Department
P. O. Box 12916
Oakland, CA 94604

or 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 service, facsimile transmission, or by U.S. mail.**
- b. **Service for the Independent Administrator shall be directed to:**

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

Or

**Office of the Independent Administrator for the
Kaiser Foundation Health Plan, Inc.
3580 Wilshire Boulevard, Suite 2020
Los Angeles, California 90010**

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.**
- 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. **The 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 Claimant(s) or Respondent(s) named in the Demand for Arbitration.**
- b. **If 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.**

13. Waiver of Fees

Any Claimant(s) who claims extreme hardship may request that the Independent Administrator waive the filing fee and Neutral Arbitrator’s fee 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. **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.**
- b. **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.**
- c. **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. Such**

Neutral Arbitrators shall not have authority to award monetary damages that are greater than \$200,000.

- d. 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.**
- e. A Party who is entitled to a Party Arbitrator and decides to waive this right shall sign a Waiver of Party Arbitrator Form and serve a copy of it upon the Independent Administrator, Neutral Arbitrator, and other Party. The Claimant(s) shall serve this form on the Neutral Arbitrator and Respondent(s) no later than the date of the Arbitration Management Conference set out in Rule 25 and shall serve the Independent Administrator no later than five (5) days after serving the other Parties. If a Claimant(s) serves Respondent(s) with a signed Waiver of Party Arbitrator Form, Respondent(s) shall inform Claimant(s) within five (5) days of the date of that Form if Respondent(s) will also waive the Party Arbitrator.**

15. Payment of Neutral Arbitrator Fees and Expenses

- a. Health Plan 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.d.**
- b. In Arbitrations where the Independent Administrator has granted Claimant's Fee Waiver request, Health Plan 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, and the filing of frivolous motions. 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, for inclusion in the Neutral Arbitrator's file.

16. List of Possible Arbitrators

- a. Within three (3) business days after it has received both the Demand for Arbitration and the filing fee, or it has granted a request for waiver of fees, the Independent Administrator shall simultaneously send to each Party an identical List of Possible Arbitrators, along with the Application forms of and redacted Awards, if any, by each of the possible Neutral Arbitrators.
- b. The List of Possible Arbitrators shall contain the names of twelve (12) persons. The Independent Administrator will choose the twelve (12) names at random from the Independent Administrator's arbitration panel for 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 with their response to the List of Possible Arbitrators within twenty (20) days of the date appearing on 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 shall contact the person they have chosen. If the person agrees to act as Neutral Arbitrator, the Parties and counsel shall sign the Joint Selection of Neutral Arbitrator Form and have the Neutral Arbitrator sign the Agreement to Serve Form. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Parties shall serve both forms on the Independent Administrator within twenty (20) days of the date appearing on the List of Possible Arbitrators.
- 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, all the Parties and counsel shall complete and sign the Joint Selection of Neutral Arbitrator Form and have the Neutral Arbitrator sign the Agreement to Serve Form. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Parties shall serve both forms on the Independent Administrator within twenty (20) days of the date appearing on the List of Possible Arbitrators.

- c. 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. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Parties shall serve their preference on the Independent Administrator within twenty (20) days of the date appearing on the List of Possible Arbitrators.
- 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. All the counsel or all the Parties on one side must sign the 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 a response within the twenty (20) days from the date appearing on the List of Possible Arbitrators, 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 twenty (20) day limit to respond to the List of Possible Arbitrators.

- e. Working from the returned List of Possible Arbitrators, the Independent Administrator shall invite the Neutral Arbitrator to serve, 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 should die, become incapacitated, or otherwise become unable or unwilling to proceed with the arbitration after appointment, the Independent Administrator shall serve the Parties with a new List of Possible Arbitrators and the selection process as set out in Rules 16 and 18 shall begin again.

19. Acceptance by the Neutral Arbitrator

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, an Agreement to Serve Form, and a Letter Confirming Service. The Independent Administrator shall also serve the Parties with a copy of the Letter Confirming Service. The prospective Neutral Arbitrator shall sign and serve the Agreement to Serve Form as soon as possible.

20. Disclosure and Challenge

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, 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.

21. Postponement of Selection of Neutral Arbitrator

- a. The Claimant(s) may obtain a single ninety (90) day postponement of the appointment of the Neutral Arbitrator by serving a written request for postponement on the Independent Administrator before the date that the response to the List of the Possible Arbitrators is due under Rule 16. Claimant(s) shall serve a written 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 of the appointment of the Neutral Arbitrator. Respondent(s) shall serve a written request for postponement on the Independent Administrator before the date that the response to the List of the Possible Arbitrators is due under Rule 16.**
- c. There shall be only one postponement whether made by either Claimant(s) or Respondent(s) pursuant to this Rule in any arbitration.**

22. Selection of the Party Arbitrator

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

Agreement to Serve, or does not attend a hearing, conference or meeting set by the Neutral Arbitrator of which the Party Arbitrator 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 Arbitrators

- 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.**
- b. If all of the Parties and their counsel agree that the claim is a complex case and the Neutral Arbitrator agrees at the Arbitration Management Conference, 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 Complex Case Designation Form upon the Independent Administrator.**
- c. There may be some small number of extraordinary cases which cannot be disposed of within thirty (30) months, such as those where**

the damages or injuries cannot be ascertained within that time. If all the Parties, counsel, and Neutral Arbitrator agree, the Neutral Arbitrator may select a later date for disposition of the case. The Parties, counsel, and the Neutral Arbitrator shall sign and serve the Extraordinary Case Designation Form upon the Independent Administrator. This form will set forth the reason for this designation and the target disposition date.

- d. The Parties and Arbitrator are encouraged to complete the arbitration in less time than the maximums set forth in the Rule, if that is consistent with a just and fair result. While 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, 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 Parties and their attorneys within forty-five (45) days of the date of the Letter Confirming Service. 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 value 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; 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.****
- 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, 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. Such conferences may be conducted 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, the Parties and their counsel shall conduct a mandatory settlement meeting. The Parties shall jointly agree on the form these settlement discussions shall take. The Neutral Arbitrator shall not take part in these discussions. 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.**
- 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, the Neutral Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive or private information.**

28. Postponements

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 Hearing from being completed within the time periods specified in Rule 24.

29. Failure to Appear

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

evidence as the Arbitrator requires for the making of an Award.

30. Securing Witnesses for the Arbitration Hearing

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

31. Close of Hearing or Proceeding

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

32. Documents

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

D. RULES FOR EXPEDITED PROCEDURES

33. Expedited Procedures

- a. Expedited Procedures are available in an arbitration where the Claimant(s) requires an Award in less time than that set out in Rule 24.a. The need for the Expedited Procedures shall be based upon any of the following:
 - i. a Claimant or member suffers from an illness or condition raising substantial medical doubt of survival until the time set for an Award according to Rule 24.a; or

35. Seeking Expedited Procedures from the Neutral Arbitrator

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

36. Telephonic Notice

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

E. RULES ON AWARD AND ENFORCEMENT

37. Time of Award

The Neutral Arbitrator shall serve the Award on the Parties and the Independent Administrator promptly. Unless otherwise specified by law, the Neutral Arbitrator shall serve the Award no later than ten (10) days after the date of the closing of the Arbitration Hearing.

38. Form of Award

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. 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.

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, attorneys, providers, health plan employees, and health facilities. Respondent(s) shall otherwise identify the name of the attorneys who represented Parties in the arbitration.
- 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

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

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 FOR ADMINISTRATION

43. Counting of Days

- a. Unless a Rule specifies otherwise "days" mean calendar days. Thus, all days, including holidays, Saturdays and Sundays are to be counted when counting the number of days. In determining the date an action is required, the date of the event or document that triggers the action is not included, but the date by which the action must occur is included.
- b. If a Rule refers to "business days," federal holidays, Saturdays and Sundays are excluded when counting the number of days.

- c. **If the date on which some action is to be taken, or a notice, process, or other communication would otherwise be required to be sent or a period would otherwise expire, falls on a holiday, a Saturday, or a Sunday, the date is extended to the next succeeding business day.**

44. No Limit on Immunity

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

45. Neutral Arbitrator Fees

- a. **If the Neutral Arbitrator was selected from the List of Possible Arbitrators, the Neutral Arbitrator's compensation for an arbitration shall accord with the fees and terms sent out to the Parties by the Independent Administrator with the List of Possible Arbitrators.**
- b. **The Independent Administrator is not responsible for, or involved in the collection of, the Neutral Arbitrator's fees.**

46. Expenses

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

47. Forms

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

48. Questionnaire

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 to evaluate the arbitration system.

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 Independent Administrator may amend these Rules in consultation with the Arbitration Advisory Committee. 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 an event occurs which is not contemplated by these Rules, the Independent Administrator may adopt a new Rule(s) to deal adequately with that event. Any such new Rule(s) shall not be inconsistent with existing Rules and shall be created in consultation with the Arbitration Advisory Committee. 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.**

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.

EXHIBIT D

Application for Neutral Arbitrators

EXHIBIT D

Neutral Arbitrator Application
Kaiser Permanente Arbitration System

Answer each of the following questions completely. Type or clearly print your responses. Attach additional answer sheets as necessary. You may attach your resume, but please do not reference your resume in your answers unless a question specifically permits you to do so. Copies of your application will be provided to participants in Kaiser's arbitration system.

I. PROFILE

Name: _____
Title Preference: _____
Business or Firm Name: _____
Business or Firm Address: _____
Business Telephone: _____ Business Fax: _____
Business E-mail Address: _____

II. ADMISSIONS AND AFFILIATIONS

Date admitted to the California Bar _____ Bar No _____
Active: ___ Inactive: ___ Date First Inactive (if judge, date of resignation): _____
Other state bars to which you are admitted (include states, dates of admission and bar numbers): _____

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

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

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

IV. KAISER MEMBERSHIP

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

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

VI. EMPLOYMENT Set forth all employment (without omissions) for the last ten years. Provide employer, primary occupation, and dates of employment. _____

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

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

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

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

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

VIII. CURRENT PRACTICE State the percentages of your current practice in the following roles: _____
As a neutral arbitrator, judge, or hearing officer: ___%

As a defense party arbitrator: ___% As a plaintiff-s party arbitrator: ___%

As a defense attorney: ___% As a plaintiff-s attorney: ___%

As an expert: ___% As an ____: ___%
(list other role)

In descending order, list the subject areas of law in which you are currently most active.

Area of Law

Percentage of Practice

- a. _____
- b. _____
- c. _____
- d. _____

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

Have your actions as an arbitrator figured in a published legal opinion? If so, please provide the citation.

X. ARBITRATION TRAINING Describe any arbitration training you have received. For each training, list the training providers name, length of training, dates of training, and a brief description of the training. You may reference a specific section of your resume that sets out your training related to arbitration.

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

XII. OTHER RELEVANT EXPERIENCE Describe any other relevant experience.

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

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___ If no, do you intend to obtain such coverage before working on arbitrations administered by the Office of the Independent Administrator?

Yes ___ No ___

XVII. CONVICTIONS, SANCTIONS AND DISCIPLINE Answer each question:

Have you ever been convicted of a crime? Yes _____ No _____

If so, attach an explanation.

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

If so, attach an explanation.

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

If so, attach an explanation.

XVIII. REFERENCES

I am providing references for my work (check your role(s) and provide references as set forth below):

____ as an arbitrator. List the name, addresses, and telephone numbers of counsel for the plaintiff and the defense **in the last five** arbitrations or civil trials for which you served as a neutral arbitrator, judge or hearing officer. Provide a total of ten contacts.

____ as an attorney. List the name, addresses, and telephone numbers of opposing counsel and neutral arbitrators, judges, or hearing officers **for the last five** arbitrations or civil trials in which you participated. Provide a total of ten contacts.

____ as a _____. (Other - please describe.) List the names addresses, and telephone numbers of counsel and/or arbitrators, judges, or hearing officers **in the last five** arbitrations or civil trials in which you participated. These references must reflect different sides in the arbitration or civil trials and must be able to provide a report of how you handled yourself in an arbitration or civil trial:

You may provide references for yourself in different roles (e.g., two references for your work as an arbitrator and three references for your work as an attorney).

Matter #1. My role _____

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

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

Matter #2. My role _____

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

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

Matter #3. My role _____

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

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

Matter #4. My role _____

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

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

Matter #5. My role _____

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

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

XIX. TRAVEL Complete the following:

Check one. I am applying to conduct arbitrations in Northern California.

Northern California includes Alameda, Contra Costa, Marin,

San Francisco, San Mateo, Sonoma, Napa, Solano, Sacramento,

Yolo, San Joaquin, Santa Clara, Stanislaus, Placer and Fresno counties.

I am applying to conduct arbitrations in Southern California.

Southern California includes Kern, Ventura, Los Angeles,

Orange, San Bernardino, Riverside and San Diego counties.

Are you willing to travel anywhere within the half of the state you check above to hear arbitration cases?

Yes No

Check all that apply. I am willing to travel to the following counties without charging for travel time or travel expenses:

Northern California: Alameda County Contra Costa County Marin County

San Francisco County San Mateo County Sonoma County Napa County

Solano County Sacramento County Yolo County San Joaquin County

Santa Clara County Stanislaus County Placer County Fresno County

Southern California: Kern County Ventura County Los Angeles County

Orange County San Bernardino County Riverside County San Diego County

Indicate your terms and charges, if any, for time spent in transit. _____

Indicate your terms and charges, if any, for transportation costs. _____

XX. AFFIRMATION

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

Signature

Date

Schedule of Fees and Costs

Answer each of the following questions completely. Type or clearly print your responses. Attach additional answer sheets as necessary. Copies of this form will be provided to participants in Kaiser’s arbitration system.

Arbitrator’s Name _____

- 1. State the fees and charges for your services.
 - a. Hearing fees: _____ per hour or _____ per day.
If daily, what are your charges for partial days? _____
 - b. Meeting fees: _____ per hour or _____ per day.
If daily, what are your charges for partial days? _____
 - c. Fees for study or document review: _____ per hour or _____ per day
If daily, what are your charges for partial days? _____
 - d. Do you charge for travel time? Yes ____ No ____
If so, what do you charge? _____
 - e. Do you charge for expenses? Yes ____ No ____
If so, for what expenses, and how much? _____
 - f. Do you charge for any postponed or canceled proceeding (conference, telephone call, meeting, hearing, etc.) during the course of an arbitration?
Yes ____ No ____
If so, what are the terms and charges? _____

 - g. Do you charge a cancellation fee if a case settles before the hearing date?
Yes ____ No ____
If so, describe the terms and charges in this situation. _____

 - h. Describe any requirements you have regarding the timing of payments.

2. Can you provide space for any or all of the arbitration proceedings? Yes ___ No ___
If so, set forth the location of the space and any applicable charges. Also, please state whether you require the use of such space. _____

3. Set forth any other fees, terms or conditions you require in the event that you are selected to sit as a neutral arbitrator for an arbitration administered by the Office of the Independent Administrator. Include a copy of any stipulations or other agreements that you require be signed by the parties in order for you to serve as a neutral arbitrator in any such matter.

4. My signature on this form affirms that the foregoing statements and all attached information is true and correct to the best of my knowledge. I understand that I may not change the fees I charge for arbitrations administered by the Office of the Independent Administrator during my first year of service, but may do so annually thereafter. I understand that any misrepresentation, or any failure on my part to supply information requested by the Office of the Independent Administrator may constitute a basis for my disqualification or withdrawal of my name as an arbitrator for matters administered by the Office of the Independent Administrator.

Signature

Date

Certificate of Veracity, Consent and Understanding

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

1. I understand that if my application is accepted, I will not be an employee or agent of the Office of the Independent Administrator. I understand that, if selected, I will become a member of the Neutral Arbitrator Panel organized and maintained by the Office of the Independent Administrator. The Office of the Independent Administrator may include my name on lists of neutral arbitrators from which claimants, their counsel, Kaiser Permanente, and its counsel will select one arbitrator.
2. I understand that submission of an application for the Neutral Arbitrator Panel does not guarantee that I will be accepted on the panel and that the Office of the Independent Administrator has complete discretion to make additions, changes and deletions to the composition of the Neutral Arbitrator Panel at any time.
3. I understand that my acceptance as a member of the Neutral Arbitrator Panel does not obligate the Office of the Independent Administrator to propose me for appointment as a neutral in any case, nor guarantee that I will be selected by the parties to serve as a neutral arbitrator. Further, I recognize that I am under no obligation to accept appointments.
4. I consent to disclosure of the information contained in my application to parties and their counsel, the Office of the Independent Administrator and Kaiser Permanente's Arbitration Advisory Committee. I further consent that the information in this application is subject to verification by any or all of them.
5. I understand that the Office of the Independent Administrator will undertake to update information contained in my application at least once per year. I consent to provide such updated information. Notwithstanding the annual update, I agree to promptly notify the Office of the Independent Administrator if there is any material change in the information provided in my application. I agree to notify the Office of the Independent Administrator and parties in any proceedings administered by it of any change of address, telephone number, or fax number within five days.
6. I understand and agree that I am responsible for billing and collecting fees and expenses directly from the parties to any arbitration. I understand that compensation that may become due me for services as a neutral arbitrator is the sole and direct obligation of the parties to the dispute and that the Office of the Independent Administrator has no liability to me for billing or payment.

7. I understand that I may not change the fees I charge for arbitrations administered by the Office of the Independent Administrator during my first year of service. Further, I understand that changes in the terms of my compensation, following my first year of acceptance to the panel, may be made once per year as part of the application update process conducted by the Office of the Independent Administrator.
8. I understand that when being considered as a neutral arbitrator by prospective parties, I will be required to disclose any potential conflicts of interest either I or my firm or my employer may have. I understand that these conflicts may result in my disqualification by one or more of the parties.

Print Name _____

Signature _____ Date _____

EXHIBIT E

Qualifications for Neutral Arbitrators

EXHIBIT E

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 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
 - (1) have been admitted to practice for at least ten years, with substantial litigation experience; AND
 - (2) 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
 - (3) have been a state or federal judge; OR
 - (4) 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 F

Statement of Annual Update

EXHIBIT F

**Statement of Annual Update
May 2001**

Arbitrator's Name _____

Since I submitted my application, I have not been involved in any case involving Kaiser Permanente or any affiliated entity or individual, I have not been involved with any arbitrations or civil trials, and I do not need to make any other changes or additions to my application. (Skip Sections I, II, and III, and I and sign and date Section IV.)

I. Previous Involvement in Kaiser Cases. Set forth your involvement, if any, in any case involving Kaiser Permanente or any affiliated entity or individual, since you submitted your application. For each case, identify your role, whether the case went to verdict and, if so, for which side the verdict was rendered, and the amount of the award, if any.

II. References. Provide references as set forth below for the most recent five arbitrations or civil trials in which you have participated since you submitted your application. If you have participated in less than five arbitrations or trials since you submitted your application, include references for those matters in which you have participated.

I am providing references for my work (check your role(s) and provide references as set forth below):

___ as an arbitrator. List the names, addresses, and telephone numbers of counsel for the plaintiff and the defense **in the last five** arbitrations or civil trials in which you served as a neutral arbitrator, judge or hearing officer. Provide a total of ten contacts.

___ as an attorney. List the names, addresses, and telephone numbers of opposing counsel and neutral arbitrators, judges, or hearing officers **for the last five** arbitrations or civil trials in which you participated. Provide a total of ten contacts.

___ as a _____. (Other – please describe.) List the names, addresses, and telephone numbers of counsel and/or arbitrators, judges, or hearing officers **in the last five** arbitrations or civil trials in which you participated. These references must reflect different sides in the arbitration or civil trial and must be able to provide a report of how you handled yourself in an arbitration or civil trial.

You may provide references for yourself in different roles (e.g., two references for your work as an arbitrator and three references for your work as an attorney).

Matter #1. My role _____

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

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

Matter #2. My role _____

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

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

Matter #3. My role _____

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

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

Matter #4. My role _____

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

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

Matter #5. My role _____

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

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

III. Other Information. Provide any other information necessary to update your application. You may attach an updated resume or profile.

IV. Affirmation. My signature on this form provides the same affirmation of the information contained herein as the affirmation provided by my signature in Section XX of my application to serve as a neutral arbitrator with the Office of the Independent Administrator.

Signature

Date

EXHIBIT G

Lists of Neutral Arbitrators on the OIA Panel

EXHIBIT G

OIA Panel of Neutral Arbitrators

Northern California

Justice Nat Anthony Agliano
Judge Demetrios P. Agretelis, (Ret.)
Judge Paul J. Aiello, (Ret.)
Mr. Roger F. Allen, Esq.
Justice Carl West Anderson, (Ret.)
Ms. Karen G. Andres, Esq.
Judge Michael E. Ballachey, (Ret.)
Ms. Eileen Barker, Esq.
Judge Michael J. Berger
Mr. Daniel V. Blackstock, Esq.
Mr. Brenton A. Bleier, Esq.
Judge Allan J. Bollhoffer
Ms. Barri Kaplan Bonapart, Esq.
Judge Cecily Bond, (Ret.)
Mr. Marc P. Bouret, Esq.
Mr. Thomas J. Brewer, Esq.
Mr. Robert J. Brockman, Esq.
Mr. Fred D. Butler, Esq.
Judge Robert K. Byers
Mr. Harve Eliot Citrin, Esq.
Mr. Casey Clow, Esq.
Judge John S. Cooper, (Ret.)
Mr. James S. Crawford, Esq.
Mr. Lawrence E. Curfman, Esq.
Judge Thomas Dandurand
Judge Benjamin A. Diaz, (Ret.)
Mr. Paul J. Dubow, Esq.
Judge James Duvaras
Judge Mark L. Eaton
Mr. Jeffrey Eckber, Esq.
Mr. Joseph Elie, Esq.
Mr. Eric S. Emanuels, Esq.
Mr. Douglas L. Field, Esq.
Judge John A. Flaherty, (Ret.)
Mr. Lester Friedman, Esq.
Judge John J. Gallagher
Mr. James L. Gault, Esq.
Mr. Delbert C. Gee, Esq.
Judge Wm. R. Giffen, (Ret.)
Justice John J. Golden
Ms. Shelley A. Gordon, Esq.

Mr. Stephen B. Gorman, Esq.
Judge Arnold Greenberg, (Ret.)
Judge Sheldon H. Grossfeld
Mr. Arnold B. Haims, Esq.
Judge Zerne P. Haning
Mr. Michael G. Harper, Esq.
Ms. Catherine C. Harris, Esq.
Judge Richard A. Hodge, (Ret.)
Mr. Douglas W. Holt, Esq.
Mr. Garry J.D. Hubert, Esq.
Ms. Nancy Hutt, Esq.
Judge Ellen Sickles James
Judge William E. Jensen
Mr. Thomas A. Johnson, Esq.
Justice Robert F. Kane, (Ret.)
Mr. John P. Kelly, Esq.
Judge Harold A. Kennedy, (Ret.)
Mr. Donald H. Kincaid, Esq.
Mr. Alfred P. Knoll, Esq.
Mr. Martin David Koczanowicz, Esq.
Ms. Barbara Kong-Brown, Esq.
Mr. Ernest B. Lageson, Esq.
Judge Henry B. Lasky
Mr. Stewart I. Lenox, Esq.
Mr. B. Scott Levine, Esq.
Judge Darrel Lewis, (Ret.)
Judge John A. Marlo
Ms. Carol J. Marshall, Esq.
Mr. James S. Martin, Esq.
Mr. Allan J. Mayer, Esq.
Mr. Brick E. McIntosh, Esq.
Judge Winton McKibben
Mr. David J. Meadows, Esq.
Mr. Carl Meyer, Esq.
Mr. Jeffrey Scott Nelson, Esq.
Mr. William J. O'Connor, Esq.
Ms. Deirdre A. O'Reilly, Esq.
Mr. Allan J. Owen, Esq.
Mr. Samuel C. Palmer III
Judge George E. Paras
Ms. Julia J. Parranto, Esq.
Judge Richard L. Patsey, (Ret.)
Judge Irving H. Perluss
Mr. John E. Peterson, Esq.
Mr. William J. Petzel, Esq.
Ms. Andrea M. Ponticello, Esq.
Justice Robert K. Puglia
Judge Raul A. Ramirez

Mr. Joe Ramsey, Esq.
Mr. Thomas D. Reese, Esq.
Mr. Alan R. Rothstein, Esq.
Mr. Geoffrey E. Russell, Esq.
Mr. Lucien Salem, Esq.
Judge Rex Sater
Ms. Patricia Shuler Schimbor, Esq.
Judge Howard L. Schwartz
Judge Aram Serverian, (Ret.)
Mr. Melvyn D. Silver, Esq.
Mr. Douglas L. Smith, Esq.
Judge Peter A. Smith
Judge Leonard B. Sprinkles
Mr. Frederick R. Stevens, Esq.
Judge Charles V. Stone
Mr. Charles O. Thompson, Esq.
Ms. Katherine J. Thomson, Esq.
Mr. Ronald I. Toff, Esq.
Judge Harlan K. Veal
Mr. Gregory D. Walker, Esq.
Judge Noel Watkins
Mr. Gary A. Weiner, Esq.
Judge Rebecca Westerfield
Judge Max Wilcox
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
Mr. Leon J. Alexander, Esq.
Judge James J. Alfano
Mr. Clifford R. Anderson, Esq.
Mr. Maurice J. Attie, Esq.
Ms. Ornah Becker, Esq.
Judge Michael Berg, (Ret.)
Mr. Stuart Berkley, Esq.
Mr. Stephen M. Biersmith, Esq.
Mr. Philip C. Blanton, Esq.
Ms. Marianne P. Borselle, Esq.
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 Eli Chernow, (Ret.)
Mr. Walter K. Childers, Esq.
Judge Sam Cianchetti
Mr. Laurence R. Clarke, Esq.
Mr. John B. Cobb, Esq.
Judge Barnet M. Cooperman, (Ret.)
Mr. Edward J. Costello, Esq.
Mr. James A. Crary, Esq.
Mr. John P. Daniels, Esq.
Ms. Paula Daniels, Esq.
Mr. John P. DeGomez, Esq.
Judge George M. Dell
Mr. Richard A. DeSantis, Esq.
Justice Robert R. Devich, (Ret.)
Judge Bruce Wm. Dodds
Mr. Charles I. Dolginer, Esq.
Ms. Wendy L. Doo, Esq.
Justice David N. Eagleson
Mr. John E. Edwards, Esq.
Ms. Katherine J. Edwards, Esq.
Mr. James M. Eisenman, Esq.
Mr. Eric M. Epstein, Esq.
Ms. Margaret Esquiroz, Esq.
Mr. David R. Flyer, Esq.
Mr. Thomas I. Friedman, Esq.
Ms. Dolly M. Gee, Esq.
Mr. Martin S. Goldberg, Esq.

Judge Leonard Goldstein
Judge Norman W. Gordon
Mr. Ernest S. Gould, Esq.
Mr. Bruce A. Greenberg, Esq.
Mr. John H. Hachmeister, Esq.
Mr. Jon Anders Hammerbeck, Esq.
Mr. Robert T. Hanger, Esq.
Mr. Richard C. Henderson, Esq.
Ms. Roseann Herman, Esq.
Mr. Hassel Bud Hill, Esq.
Mr. Mandel E. Himelstein, Esq.
Mr. Jerry W. Howard, Esq.
Mr. Godfrey Isaac, Esq.
Judge James A. Jackman, (Ret.)
Mr. J. Craig Jenkins, Esq.
Mr. B. Elliott Johnson, Esq.
Mr. Samuel D. Kahn, Esq.
Mr. Raymond T. Kaiser, Esq.
Judge Edward Y. Kakita, (Ret.)
Mr. Kevin M. Kallberg, Esq.
Judge John W. Kennedy, Jr.
Mr. John G. Kerr, Esq.
Mr. Robert J. Kilpatrick, Esq.
Ms. Jill Klein, Esq.
Mr. Martin David Koczanowicz, Esq.
Ms. Wendy L. Kohn, 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.
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
Ms. Christine Masters, Esq.
Mr. Allan J. Mayer, Esq.
Judge John D. McCabe
Judge Harry R. McCue, (Ret.)
Mr. Donald McGrath, Esq.
Mr. James J. McKee, Esq.
Mr. Joseph D. McNeil, Esq.

Ms. Barbara E. Miller, Esq.
Mr. Jerry Miller, Esq.
Mr. John E. Millers, Esq.
Judge David B. Moon, Jr., (Ret.)
Mr. Jeffrey Cabot Myers, Esq.
Justice Richard C. Neal, (Ret.)
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.
Mr. Samuel C. Palmer III
Mr. Roger A. Parkinson, Esq.
Mr. Charles B. Parselle, Esq.
Mr. Carl B. Pearlston, Esq.
Mr. David C. Peterson, Esq.
Mr. Alexander S. Polsky, Esq.
Mr. Robert A. Rees, Esq.
Mr. Roy G. Rifkin, Esq.
Mr. William Thayer Rintala, Esq.
Mr. Richard G. Ritchie, Esq.
Mr. Edward J. Roberts, Esq.
Mr. Troy D. Roe, Esq.
Judge Paul Rosenthal
Judge Edward M. Ross, (Ret.)
Mr. Charles Rossman, Esq.
Judge David M. Rothman
Judge Jack T. Ryburn
Judge Philip M. Saeta
Mr. Myer J. Sankary, Esq.
Mr. Alan H. Sarkisian, 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. Herbert E. Selwyn, Esq.
Mr. C. David Serena, Esq.
Mr. John P. Shaby, Esq.
Mr. Robert M. Shafton, Esq.
Mr. Donald S. Sherwyn, Esq.
Mr. James L. Smith, Esq.
Judge Sherman W. Smith, Jr.
Justice Steven J. Stone
Mr. Jeffrey D. Stulberg, Esq.
Mr. John A. Sullivan, Esq.

Mr. Mitchell R. Sussman, Esq.
Judge Venetta S. Tassopoulos, (Ret.)
Judge Howard J. Thelin
Judge Robert W. Thomas, (Ret.)
Mr. Jeffrey A. Tidus, Esq.
Justice William L. Todd
Mr. Peter C. Tornay, Esq.
Judge Don A. Turner
Judge Robert Weil
Mr. Bernard L. Weiner, Esq.
Mr. Richard Weissman, Esq.
Judge Andrew J. Weisz, (Ret.)
Judge Robert A. Wenke
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
Judge Charles H. Woodmansee
Mr. Julius G. Wulfsohn, Esq.
Judge Eric E. Younger
Mr. John Zanghi, Esq.
Ms. Irene E. Ziebarth, Esq.
Judge Kenneth G. Ziebarth, (Ret.)
Mr. Scott L. Zimmerman, Esq.

OIA Panel of Neutral Arbitrators

San Diego, California

Mr. Marc D. Adelman, Esq.
Mr. Richard N. Appleton, Esq.
Ms. Randi R. Bradstreet, Esq.
Mr. Richard R. Castillo, Esq.
Mr. John B. Cobb, Esq.
Ms. Toni Diane Donnet, Esq.
Mr. John E. Edwards, Esq.
Mr. Alfred G. Ferris, Esq.
Mr. David R. Flyer, Esq.
Ms. Virginia H. Gaburo, Esq.
Ms. Greta Glavis, Esq.
Mr. Thomas E. Gniatkowski, Esq.
Mr. Martin S. Goldberg, Esq.
Judge Norman W. Gordon
Mr. Jon Anders Hammerbeck, Esq.
Mr. Mandel E. Himelstein, Esq.
Judge Herbert B. Hoffman
Mr. Jerry W. Howard, Esq.
Mr. William B. Irvin, Esq.
Judge Ronald L. Johnson
Judge Arthur W. Jones, (Ret.)
Judge Anthony C. Joseph, (Ret.)
Judge Gerald J. Lewis
Judge Alfred Lord
Mr. Daniel B. MacLeod, Esq.
Mr. Thomas L. Marshall, Esq.
Judge Harry R. McCue, (Ret.)
Mr. Donald McGrath, Esq.
Mr. Joseph D. McNeil, Esq.
Judge Kevin W. Midlam
Judge David B. Moon, (Ret.)
Mr. Kenan Oldham, Esq.
Mr. Charles D. Richmond, Esq.
Mr. Michael F. Saydah, Esq.
Ms. Cathy R. Schiff, Esq.
Judge Robert L. Schouweiler
Justice William L. Todd
Mr. William J. Tucker, Esq.
Ms. Sherry Van Sickle, Esq.
Ms. Irene E. Ziebarth, Esq.